

MACONBIBB

REQUEST FOR PROPOSAL

For

Health Insurance Plan Administrator, Stop Loss Coverage,
Pharmacy Benefits Management

And

Ancillary Plans to include Life, Dental, Disability and Vision
Insurance

Issued June 21, 2018

**PROPOSALS DUE NO LATER THAN 12:00 NOON
ON July 19, 2018**

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APPLICATION

Important Notice to All Parties:

To ensure the proper and fair evaluation of RFPs, Macon-Bibb County prohibits any communication initiated by a bidder/offerer or its agent to an employee of Macon-Bibb County or to any members of the Macon-Bibb County Commission, the Macon-Bibb County Healthcare and Retirement Benefits Committee, and/or any agent, consultant or other advisor of Macon-Bibb County during the period of time following the issuance of the RFP, the opening of proposals, and prior to the time a decision has been made with respect to the Contract award. Any communication initiated by a bidder/offerer during evaluation should be submitted in writing and delivered to Macon-Bibb County, Procurement Department, 700 Poplar Street, Suite 308, Macon, Georgia 31201, or by e-mail to Chauncey Wilmore at cwilmore@maconbibb.us. An appropriate Procurement employee of Macon-Bibb County may initiate communication with an offerer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the RFP. **Unauthorized communication by a bidder/offerer shall disqualify the offerer from consideration.**

I. PURPOSE

The Macon-Bibb County Benefits Committee (MBC-BC) is charged with the design and implementation of the employee benefit programs to be offered by the Macon-Bibb County government.

The MBC-BC through its consulting arrangement with BB&T Insurance Services, Inc. is requesting proposals for medical administration of the government's Benefit Plans.

In addition the MBC-BC is requesting proposals for group life, dental, disability and vision insurance plans.

II. INTRODUCTION

This RFP can be considered in multiple parts:

- PART 1- PART 1-Administratives Services for Medical (TPA) and
Provider Network Access for the Medical Plans
- PART 2-Contract Services for Pharmacy Benefits
- PART 3-Reinsurance Contract for Medical and Pharmacy
- PART 4-Life Insurance Contract
- PART 5-Long Term Disability Contract
- PART 6-Vision Insurance Contract
- PART 7-Dental Insurance Contract

Respondents to the RFP may submit proposals for any part of the contract, or combined for any portion of the contract. If you submit a packaged/buddle services proposals please provide buddle pricing and pricing for single portions of the contract if you wish to bid on them as individual services.

Respondents to Part 1 (Health) must submit proposals for all of the following:

- 1) **Open Access Point of Service health plans plan administration.** These are functions currently provided by Blue Cross Blue Shield of Georgia for Macon-Bibb County. All plans should be open access not requiring a gatekeeper referral. Proposals for **self-funded and fully insured plans** will be entertained. If quoting only fully insured options, please disregard questions throughout this RFP that apply to self-funded plans. **Please provide reinsurance funding factors and fixed cost including reinsurance premiums for the following groups:**
 - a) **Active employees and retirees who are covered under the medical and prescription plan as one group**
 - b) **Active employees only as a separate group**
 - c) **Retirees only as a separate group**
- 2) **Optional Proposals Accepted.** These proposals may include employee and retiree insurance benefits, including but not limited to, direct-to-provider medical services and direct to the provider administrative services.

Respondents to Part 2 (PBM) must submit proposals for all of the following:

Retail and Mail Order Prescription Drug Coverage. The intent is to contract with a pharmacy benefit manager (PBM) through the plan administrator for the medical plan. Macon-Bibb County will continue to self-insure the pharmacy component of the health plan and reserves the right to carve out the PBM services separate from the medical plan administrator, however if Macon-Bibb selects a fully insured medical proposal, the selected the PBM portion of the coverage should be included in the medical fully insured option as well.

Respondents to Part 3 (Reinsurance) must submit proposals for all of the following:

Stop Loss Insurance. The stop-loss coverage can be provided by the TPA as part of their offers for administrative services of self-funded plans; however stop-loss can also be quoted as a stand-alone quote as long as the reinsurance carrier or provider pays for all service fees connected with the exchange of information between the TPA and the reinsurance carrier. The quotes will need to offer stop loss coverage for both Specific Excess and Aggregate coverage. **Please provide reinsurance funding factors and fixed cost including reinsurance premiums for the following groups:**

- a) **Active employees and retirees who are covered under the medical and prescription plan as one group**
- b) **Active employees only as a separate group**
- c) **Retirees only as a separate group**

All proposals must exclude commissions or any kind of compensation.

Respondents to Parts 4, 5, 6 and 7 (Ancillary plans) may submit proposals for any or all of the following lines of insurance coverage:

- 1) Group Life and Group Supplemental Life
- 2) Group Long Term Disability
- 3) Group Vision
- 4) Group Dental

All proposals must exclude commissions or any kind of compensation.

Proposals must be submitted in a sealed package properly addressed to:

Chauncey K. Wilmore
Senior Procurement Officer
Macon-Bibb County Government
Procurement Department
700 Poplar Street Suite 308
Macon, Ga 31201
P: (478) 803-0551
F: (478) 751-7252
cwilmore@maconbibb.us

Macon-Bibb County Benefits Committee as outlined in Section VII. MBC-BC will not be responsible for late delivery of improperly addressed envelopes.

Each Offeror, by submission of a signed proposal, agrees to each and every term and condition set forth with this RFP and to be bound hereby.

The MBC-BC, reserves the right to amend these requirements, accept or reject any or all changes to the contract, and is not bound to accept the lowest total proposal.

The MBC-BC reserves the right to award the contract to multiple vendors, by line of coverage, as a whole, or not at all. The contract will commence on 01/01/19 for a term of 1 year with two consecutive 1 year renewal clauses. Annual renewals will be subject to approval by the Macon-Bibb County Board of Commissioners. The vendor must present their contract renewal terms upon request. If the option to renew is not exercised, the contract will continue on a month to month basis until vendor is notified by Macon-Bibb County of a new award.

Macon-Bibb County currently has approximately 2,020 insured employees and retirees under the age of 65 covered on their health plan. Expectation at this time is that these counts will be substantially unchanged.

The complete Request for Proposal documents (including but not limited to Summary Plan Descriptions, proposed plan designs, claims experience, and demographic information) may be obtained by contacting:

Chauncey K. Wilmore
Senior Procurement Officer
Macon-Bibb County Government
Procurement Department
700 Poplar Street Suite 308
Macon, Ga 31201
P: (478) 803-0551
F: (478) 751-7252
cwilmore@maconbibb.us

III. SCHEDULE OF EVENTS

The anticipated schedule for this Request for Proposal is as follows:

- Thursday, June 21, 2018 the notice of the RFP's will be released and will require a signed confidentiality agreement to be returned before the full RFP will be released.
- Friday July 6, 2018 Clarification questions are due and should be sent to:
Chauncey K. Wilmore
Senior Procurement Officer
Macon-Bibb County Government
Procurement Department
700 Poplar Street Suite 308
Macon, Ga 31201
P: (478) 803-0551
F: (478) 751-7252
cwilmore@maconbibb.us
- Responses to Offeror's Questions issued as submitted but no later than July 13, 2018
- All proposals due Thursday, July 19, 2018 by 12:00 noon to:
Chauncey K. Wilmore
Senior Procurement Officer
Macon-Bibb County Government
Procurement Department
700 Poplar Street Suite 308
Macon, Ga 31201

Macon-Bibb County requests an electronic version of the submitted proposal to be e-mailed to Chauncey K. Wilmore at cwilmore@maconbibb.us by 12:00 Noon Friday, July 20, 2018.

- Initial evaluation of proposals and scoring of the proposals completed by BB&T Insurance and meeting with M-B Benefits Committee to review proposals and discuss scoring on Monday, July 30, 2018.
- M-B Committee to submit additional questions to vendors for qualification by Thursday, August 2, 2018
- Response to questions due by Wednesday, August 9, 2018.
- Make selection of finalist for presentations to the M-B Benefits Committee on Monday, August 13, 2018.
- M-B Interview with Finalists on Monday, August 20, 2018 (All Day)
- Opportunity for discussion and fine-tuning Wednesday August 22, 2018.
- M-B Committee selects Insurance Carrier/TPA, Life, Dental and Disability and all other vendors including Enrollment and Ancillary vendors by Monday, August 27, 2018
- Evaluation Committee makes Carrier/TPA recommendation to Board of Commissioners Tuesday August 28, 2018
- Vote on Recommendations by M-B Commissioners on Tuesday September 4, 2018
- The implementation process is started with the carriers and the online enrollment vendor on Wednesday, September 5, 2018
- Employee informational meetings will be held on October 22-23, 2018
- Open enrollment meetings will be conducted on November 5-14, 2018.
- ID cards for medical, pharmacy, dental and vision plans to be delivered by December 16, 2018.
- Effective Date of Contract-January 1, 2019

Macon-Bibb County reserves the right to modify and change the timeline at their discretion and will notify bidders of any changes.

IV. SCOPE OF SERVICES-PARTS 1, 2 & 3-Medical, Pharmacy and Stop Loss Insurance

The selected firm at a minimum shall provide:

Medical

General Requirements:

- A. Claims submitted will be examined and the benefits will be determined according to the Macon-Bibb County's health care plan. Fees for these services must be on a per employee basis regardless of family composition. Payment of fees will be monthly. Claims incurred prior to the effective date of the contract will be processed by the current claims administrators.
- B. Benefits should be based on benefits designs will identical to the coverage included in the RFP exhibits.
- C. The claims administrator, using eligibility information provided by Macon-Bibb County will handle verification of coverage.
- D. As part of the proposal process, we expect all offerors to re-price 12 months of claims data to be provided by the current administrators. Our goal is to evaluate the level of In-Network and Non-Network charges and the corresponding applied discounts.
- E. As part of the proposal process, we expect all offerors to run a network disruption report for 12 months based on utilization data to be provided by the current administrators
- F. Macon-Bibb County expects actuarial advice on funding levels and plan design from the claims administrator.
- G. Benefit checks for member reimbursement along with explanation of benefit forms will be mailed to the home address of the plan participant.
- H. The claims administrator by electronic transfer will provide the prescription drug program's eligibility information to the prescription drug administrator.
- I. The claims administrator will coordinate any information required by the Specific Excess insurance company. Premium for Specific Excess coverage will be paid monthly per single employee unit and employee family unit.

- J. Please include a combined \$150,000 enrollment and wellness fund that will roll over any unused portions to the following year. The fund can be used for any expenses associated with wellness or enrollment of Macon-Bibb employees including memberships as approved by Macon-Bibb County.
- K. Macon-Bibb County will provide employee eligibility. Macon-Bibb County requires an eligibility confirmation report that reflects the data-match of information between the two systems.
- L. Macon-Bibb County or its designated representative shall be authorized to visit and audit the administrator's processing and/or storage facilities and have access to all data, including but not limited to physical documents and all electronically stored data which relate to payments or non-payments made by the administrator and charged to Macon-Bibb County.
- M. The administrator will make available monthly, quarterly, and annual reports documenting participation, paid claims, utilization, large claimant information, top providers utilized, network penetration, stop loss claimants, and other standard reporting. Administrator is expected to work closely with the Macon-Bibb County and its consultants in recommending plan design changes.
- N. Provide a representative to explain program procedures and coverage and to answer employee questions prior to program implementation. Also provide printed and website material relative to the health insurance program, including participating providers.
- O. Provide each member with a permanent identification card.

- P. In the event your contract with Macon-Bibb County is terminated, include in your offer the pricing and agreement to process claims incurred prior to the date that your contract is terminated but submitted after for payment.

Utilization Management

- A. Macon-Bibb County requires that the administrative service fee be on a per capita basis per employee per month. If additional hourly rates apply, please indicate that rate in the appropriate Appendix. Payment of these administrative fees will be on a monthly basis.
- B. Claims should be monitored under a utilization review program, which includes but is not limited to medical necessity, appropriate level of care, and hospital facility length of stay issues. Concurrent review should be provided as needed.
- C. Claims should be evaluated and large case management and alternative care services are required.
- D. Benefit eligibility information will be provided by the claims administrator. The utilization management provider, if different, will need to provide program access for the electronic data transfer, including encryption for both sending and receiving.

Ownership/Transfer of Files

- A. Awarded company must agree that claim files and related data are property of Macon-Bibb County. This includes all data maintained in any computer database. Such files shall be transferred to Macon-Bibb County without charge upon termination or expiration of the contract.
- B. Access to files will be afforded to authorized personnel as designated by the Director of the Human Resources Department.

Stop Loss Insurance (Specific and Aggregate)

Stop Loss insurance coverage shall be provided as an integral part of the administrative bid. Bids for administrative services without corresponding Stop Loss coverage offer will be disqualified.

- A. Provide coverage for both Specific and Aggregate coverage
- B. Provide Specific individual deductible options of \$100,000, \$200,000, \$250,000, \$300,000, \$350,000 and \$500,000.
- C. Stop Loss contracts should include medical and pharmacy benefits.
- D. Stop Loss contract term should be 18 months incurred/12 months paid for both Specific and Aggregate coverage.
- E. Aggregating specific deductible is optional and acceptable.

Pharmacy

A prescription drug care program and direct billing component, including participating network pharmacies, non-network pharmacies and mail order outlet(s).

- A. Prescription drug program is intended to be funded by the eligible participant through co-payments per prescription and the employer through payment for the balance of the prescription discounted cost and dispensing fee and payment of administrative program costs. It is not intended that any deductible or out of pocket maximum be applied to eligible individual or family participants.
- B. Incorporate within the prescription drug program, a multi-tiered co-payment structure aligned with the plan designs requested utilizing generic, formulary brand, and non-formulary brand distinctions.
- C. Incorporate within the plan a provision for management activity and drug utilization reports including but not limited to user, drug, pharmacy and prescriber activity.
- D. Incorporate within the program a provision for audits (and recoveries) of pharmacies and mail order outlets.
- E. Provide a representative(s) to explain program procedures, coverage, and generic or brand name cost/payment aspects and to answer employee questions prior to program implementation.
- F. Provide printed and website material relative to the prescription drug program, including participating pharmacies and mail order outlets.
- G. Provide each member with a permanent ID card which may be in coordination with the medical benefits vendor.
- H. Provide a toll-free telephone number for users in the event of any question or problem encountered with the prescription drug program.
- I. Continuous, timely maintenance of eligible participants, including additions and deletions, is expected.
- J. Provide a monthly billing and detailed individual listing of all charges within 15 calendar days of the end of each month.
- K. Provide a directory of participating pharmacies with periodic updates to all eligible employees and program participants.

IV. (cont.) SCOPE OF SERVICES-PARTS 4, 5, 6 & 7-Life, Long Term Disability, Vision and Dental

Any carrier or administrator may bid on as many or as few lines of coverage as desired. The selected bidder will provide at a minimum:

Life Insurance

- A. Group life insurance that is portable and convertible.
- B. Employer provided basic life and accidental death & dismemberment benefit amounts based on Schedule proposed in Exhibit 5.
- C. Employee purchased Supplemental life and accidental death & dismemberment coverage for the employee in amounts based on Schedule proposed in Exhibit 6.
- D. Employee purchased Supplemental life and accidental death & dismemberment benefit amounts for spouses in amounts based on Schedule proposed in Exhibit 7.
- E. Employee purchased Supplemental life and accidental death & dismemberment benefit amounts for children in amounts based on Schedule proposed in Exhibit 8.
- F. All voluntary life coverage offered will include a true open enrollment period.
- G. Any in-force amounts in excess of guaranteed issue limits must be grandfathered.
- H. The voluntary life will include guaranteed issue amounts of \$100,000 for new hires and \$30,000 for spouse and \$10,000 for dependents.
- I. Please include a \$10,000 enrollment fund as part of your pricing. This will be used to help pay for the on-line enrollment system. This fund will roll over any unused portion for the following year.

Long Term Disability

- A. Macon-Bibb County will offer an LTD plan, on a voluntary basis, similar in design to the current Macon-Bibb County plan described in Exhibit 9.
- B. Voluntary benefit with no employer funding.
- C. The plan must include a true open enrollment period for the current employees.
- D. Please include a \$5,000 on line enrollment allowance.

Vision

- A. Macon-Bibb County will offer voluntary vision plans. Macon-Bibb County's plan is fully insured funded. MBC will offer fully insured employee paid plans to their employees and retirees.
- B. The combined government will offer a Vision plan, on a voluntary basis, similar in design to the plan described in Exhibit 10.
- C. Voluntary benefit with no employer funding.
- D. The plan must include a true open enrollment period for all employees and retirees.

Dental

Provide group dental benefit claims administration for traditional indemnity dental services for active employees and retirees and their dependents at the level of benefits described in this RFP. Macon-Bibb County currently has a fully insured dental plan insured through BCBS.

- A. Provide monthly, quarterly and annual claim reporting including participation data.
- B. Match as closely as possible the features in the current Macon-Bibb County SPD (Exhibit 11) and as shown in Exhibit 12. Note that this should be a passive PPO network design.
- C. Provide a representative to explain program procedures and coverage and to answer employee questions prior to program implementation.
- D. Provide printed and website material relative to the dental program, including all PPO network providers.
- E. Provide each member with a permanent Identification card.
- F. Provide a toll free telephone number for users in the event of any question or problem encountered with the dental program.
- G. Provide continuous, timely maintenance of eligible members, including all additions and deletions.
- H. Provide monthly billing and individual detailed listing of charges within 15 calendar days of the end of the month.
- I. Please include a \$10,000 enrollment and wellness allowance that any unused amount may be rolled over to the following year.

V. RFP Processes and Requirements

- A. Offerors will submit proposals by the due date indicated in this RFP. The analysis and scoring process will address the solution the Offeror has designed to answer the scope of work in this RFP.
- B. The intent is to narrow all offers to a short list of finalists who will be asked to make a presentation and answer questions concerning their proposal. The Macon-Bibb County Commissioners reserves the right to negotiate any part of this RFP with one or more of the top ranked offerors.
- C. No extensions in the due dates will be granted on an individual basis. If the Macon-Bibb County Commissioners determine that the response time it has provided is inadequate for the preparation of complete proposals, or if amendments issued have materially changed the proposal requirements, it may, at its option, extend the opening date by amendment to all Offerors.
- D. All Offerors agree that their proposals are a firm offer to sell the proposed plans and services to Macon-Bibb County. Once submitted, all offers must remain valid for 180 days. No offer may be withdrawn after the due date for a period of 180 days.
- E. Prior to the due date, Offerors may withdraw their proposals by notifying:
Chauncey K. Wilmore
Senior Procurement Officer
Macon-Bibb County Government
Procurement Department
700 Poplar Street Suite 308
Macon, Ga 31201
P: (478) 803-0551
F: (478) 751-7252
cwilmore@maconbibb.us
- F. Offers withdrawn may be re-submitted prior to the due date by delivering the required proposal with a cover letter indicating the proposal is a re-submission and the Offeror intends that the offer is valid for at least 180 days after the due date for proposals.

VI. AWARDS

- A. The Offeror shall have the capability and the requisite experience and expertise to provide services for Macon-Bibb County in accordance with the provisions and requirements set forth herein.
- B. In the performance of the services set forth herein, the Offeror shall expressly understand and agree that a contract exists between the Offeror and Macon-Bibb County upon approval and acceptance of a proposal. In addition, the Offeror understands and agrees that the contract shall be performed on behalf of Macon-Bibb County who will be responsible for the administration of the contract and which has designated the Human Resources Department as its agent in such matters. Therefore, the contractor shall permit designees or representatives of the Human Resources Department to review all records and activities performed by the contractor as would otherwise be normally provided to Macon-Bibb County under the terms of the contract. The contractor understands and agrees that the responsibility of the Human Resources Department shall be limited to the monitoring of the contractor and reporting its findings, evaluations and conclusions to Macon-Bibb County.
- C. Macon-Bibb County reserves the right to select and award a contract based upon the whole proposal, by line item, or by part and may reject any or all portions of any proposal or reject all proposals and re-issue the RFP. However, proposals for Scope of Work-Part 1 must include all sections to be considered a valid offer.

- D. Those portions of an Offeror's proposal, which are separable, will be treated as separable. No exclusivity must exist in the proposal. The Offeror will not make any portion of its proposal contingent on the acceptance of any other separable part, the whole of the proposal, or the acceptance of its chosen subcontractors. Offers to bundle coverage types for further discounts will be considered.
- E. Evaluation criteria are listed in relative order of importance. The award will be made to the responsible Offeror whose proposal is determined by the Macon-Bibb County Commissioners, to be the most advantageous to Macon-Bibb County based on the criteria listed.

VII. PROPOSAL FORMAT

All proposals submitted in response to this RFP will become the property of the Macon-Bibb County Commissioners and are subject to the Georgia Open Records Law (O.C.G.A. 50-18-70).

Experience, Expertise and Reliability

To be considered for Part 1 of the Scope of Work, a firm must be a TPA with expertise in Benefits Administration, be licensed in the State of Georgia and have been in business a minimum of five (5) years. The TPA must demonstrate that its services have been successfully implemented in at least three governmental entities. (Or the equivalent).

The Offeror shall retain all information included in RFP, but only incorporate the appendices in the organization's proposal. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the organization must sign the letter. The cover letter must indicate the title or position the signatory holds in the proposing firm. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Macon-Bibb County, Georgia and the office from which the project will be managed. The Offeror's submittal shall include response to each of the following appendices and shall be in the following order.

- Complete and submit Appendix A, "Offeror Qualification Form".
- Complete and submit Appendix B, "Acknowledgment of Addendum" if necessary.
- Complete and submit Appendix C, "Vendor Questionnaire". Complete Part 1 and/or Part 2 sections as appropriate.
- For Part 1 Only: Complete and submit Appendix D, "Claims Re-pricing Summary".
- For Part 1 Only: Complete and submit Appendix E, "Fee Quotation Form".
- Complete and submit Appendix F, "Reference Forms".
- Complete and submit Appendix G, "Affidavit Verifying Status for County Public Benefit Application"

Provide a list of three (3) minimum verifiable client references of similar scope and local government experience. This list may include current and former clients (with reason for cancellation if applicable) all of whom are able to comment on the Offeror's related experience.

Only proposals from firms demonstrating previous experience in the performance of services similar to those contemplated herein will be considered.

Submission of Questions

From the date that this RFP is issued until a firm is selected and the selection is announced, **firms are not allowed to communicate regarding this RFP for any reason with any Macon-Bibb County employee other than the parties listed below.** MBC-BC reserves the right to reject any proposal for violation of this provision. No questions other than by email will be accepted, and no response other than written will be binding upon the Macon-Bibb Board of Commissioners. **Note that firms are permitted to have normal communications with Macon-Bibb County representatives for ongoing business, but not with respect to any aspect of this RFP.**

Questions about this RFP must be directed via email no later than 12:00 Noon on Friday, July 6, 2018 to:
Chauncey K. Wilmore
Senior Procurement Officer
Macon-Bibb County Government
Procurement Department
700 Poplar Street Suite 308
Macon, Ga 31201
P: (478) 803-0551
F: (478) 751-7252
cwilmore@maconbibb.us

Withdrawal of Proposal

Submission of a Proposal will constitute a firm offer to Macon-Bibb County for (180) days from the submission deadline for Proposals. A Proposer may withdraw its Proposal anytime before the date and time when Proposals are due, without prejudice, by submitting a written request for its withdrawal to:
Chauncey K. Wilmore
Senior Procurement Officer
Macon-Bibb County Government
Procurement Department
700 Poplar Street Suite 308
Macon, Ga 31201
P: (478) 803-0551
F: (478) 751-7252
cwilmore@maconbibb.us

A telephone request is not acceptable.

Conditions for Proposal Acceptance

This RFP does not commit Macon-Bibb County to award a contract or to pay any costs incurred for any services. Macon-Bibb County, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to waive defects in Proposals, to undertake discussions and modifications with one or more firms, to negotiate with any qualified source, to proceed with the proposal or modified proposal, if any, which in the judgment of Macon-Bibb County Benefits Committee will be best serve the public interest, or to cancel this RFP in part or in its entirety. All proposals will become the property of Macon-Bibb County. If any proprietary information is contained in the proposal, it should be clearly identified.

Due to the large number of members on Macon-Bibb Benefits committee, One (1) original and twenty-five (25) copies of each proposal shall be submitted on the forms or in the format specified in the RFP.

Complete written proposals must be received no later than 12:00 noon on Thursday, July 19, 2018. Proposals received after the time and date specified will not be considered. Macon-Bibb County assumes no responsibility for delays caused by any delivery services. Faxed or emailed proposals will not be accepted. Submittals will be opened at 2:00 PM on Thursday, July 19, 2018 at Macon-Bibb County Procurement Department, and names of firms submitting a proposal will be read aloud.

Proposals should be submitted in a sealed package addressed to:

Chauncey K. Wilmore
Senior Procurement Officer
Macon-Bibb County Government
Procurement Department
700 Poplar Street Suite 308
Macon, Ga 31201
P: (478) 803-0551
F: (478) 751-7252
cwilmore@maconbibb.us

Macon-Bibb County requests an electronic version of the submitted proposal to be e-mailed to Chauncey K. Wilmore at cwilmore@maconbibb.us by 12:00 Noon Friday, July 20, 2018.

The original copy of the proposal shall be clearly labeled "ORIGINAL".

The material shall be complete, organized, easy to follow and easy to reference to the RFP, and related to the RFP.

The Macon-Bibb County Commissioners will not provide any reimbursement for the cost of developing or presenting materials in response to this RFP.

Failure to include the following information may have a negative impact on the evaluation of the Offeror's proposal. The proposal shall include at least the following information:

Fee Proposal

All fee proposals shall be submitted using Appendix E of this RFP and shall include the name of the firm and certification that the person signing the proposal is entitled to represent the firm, empowered to submit the offer, and authorized to sign a contract with the Macon-Bibb County. The proposed fee should include all costs for providing services to Macon-Bibb County as described in this RFP. Please list and identify any and all fees charged. Describe the billing method and timing for fees to be charged.

If it should become necessary for the Macon-Bibb County to request the firm to render any additional services to supplement the services requested in this RFP, such additional work shall be performed only if set forth in an addendum to the contract between Macon-Bibb County and the firm. Any such additional work agreed to between the County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost proposal if applicable.

VIII. Evaluation Criteria

Macon-Bibb County intends to award a contract to the most qualified firm submitting a responsive proposal. The selection process for the performance of the subject services may include consideration of the following factors:

a. Responsiveness

- (1) Responsiveness shall be determined by the Offeror's demonstration of a method of approach that fully meets all terms and conditions of the RFP and Scope of Services.

b. Expertise and reliability

- (1) Determined by the submission of references and positive reference checks demonstrating the Offeror's success potential for similar projects.
- (2) Consideration of all accreditation and ratings of service or products by nationally accepted rating or accrediting agencies.
- (3) Years of experience.
- (4) Professional memberships and certifications.

c. Service Factors

- (1) Determined by the provision of personnel with requisite skill and experience to deliver proposed services.
- (2) The depth of services the Offeror proposes to deliver.
- (3) Access to service providers defined in terms of hours and days available, ease of contact, guaranteed response times.
- (4) A demonstrated plan of action for service providers to expediently gain solutions to our service needs in issues which may be beyond their relevant experience level or authority.

d. Completeness of Proposal

- (1) Offeror submits proposal which includes all required documents, signatures, and a work plan that thoroughly meets the scope of work and all terms and conditions.

e. Access and Ease of Use

- (1) The Offeror demonstrates the requisite availability, ability to complete projects within required time and material dates, initiative to keep Macon-Bibb County informed of material issues, as required to perform all aspects of the scope of work.
- (2) Demonstrates the ability to maintain responsive and timely communications with Macon-Bibb County as required meeting all aspects of the scope of work.

f. Flexibility

- (1) The proposal demonstrates the flexibility to facilitate anticipated and unanticipated future process changes that may be required by regulations, law or financial conditions.

g. Availability of Staff

- (1) Staff members are made available at Macon-Bibb County's convenience to explain or present to the committee.
- (2) The available staff members have the requisite knowledge of the proposal to provide the information required by the MBC-BC.
- (3) The staff members have the requisite authority to agree and act upon the MBC-BC instructions
- (4) The Offeror agrees to provide at least one dedicated Customer Service Representative to Macon-Bibb County.

h. Cost

- (1) Cost will be evaluated for budget constraints, method of costing, method of pricing, comparisons of cost in relation to other competitive proposals.

For the Finalist Presentations, the previous criteria will be used as well as the following additional criteria:

a. Required Amendments

- (1) A finalist's proposal may be amended to reflect changes discussed by the committee at the finalist's presentation.
- (2) The proposed amendments are responsive, reliable, and produce the outcome expressed by Macon-Bibb County. Following the initial review and screening of the written proposals, one or more firms may be invited to participate in the final selection process, which may include participation in an oral interview and/or submission of additional information. The individual from your firm that will be directly responsible for carrying out the contract should be present at the interview. Please provide the name and email address of the person who should be contacted for presentation scheduling as well as an alternate in the event that person is unavailable. Such a presentation will be at the vendor's expense.

Macon-Bibb County may also contact and evaluate the proposer's references; contact any proposer to clarify any response; contact any users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of Macon-Bibb County.

Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the Macon-Bibb County may negotiate a contract with the next most responsive and responsible firm or withdraw the RFP.

IX. STANDARD TERMS AND CONDITIONS

A. Amendments

The Macon-Bibb County reserves the right to amend this RFP prior to the proposal due date by issuance of addendum. Addendum issued prior to the final filing date for submission of proposals will be sent to all parties who have been furnished a Request for Proposal. Addendum issued after the final filing date will be sent to all proposers as appropriate.

If a proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Chauncey K. Wilmore, Senior Procurement Officer, Macon-Bibb County Government, and Procurement Department should be immediately notified of such error in writing by email to and the proposer should request clarification or modification of the document. Modifications shall be made by addendum.

Such clarifications shall be given by written notice to all parties who have been furnished a Request for Proposal. If a proposer fails to notify the Macon-Bibb County Benefits Committee or Macon-Bibb County Commissioners of a known error prior to the final filing date for submission, or an error that reasonably should have been known, the proposer shall not be entitled to additional compensation or time by reason of the error or its late correction.

The provisions of any written amendment or clarification issued by the MBC-BC pursuant to this section shall be deemed incorporated by reference, and made a part of the contract awarded as a result of this RFP.

B. Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the MBC-BC who reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Macon-Bibb County and the firm selected. Upon receipt, responses become subject to the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, and et.seq. unless otherwise provided by law.

C. Termination Clause

Macon-Bibb County shall have the right to terminate the Contract at any time, upon 30 days written notice to the TPA or insurance carrier, whenever Macon-Bibb determines that the performance of the vendor is unsatisfactory, whenever the funds are not appropriated by the Board of Commissioners to pay for such services, or for cause or the convenience of Macon-Bibb County.

D. News Releases

New releases pertaining to this project shall not be made without prior approval by the Macon-Bibb County Board of Commissioners.

E. Respondents' Independence

The Offeror is an independent contractor with respect to all services performed under this Contract. The Offeror accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Offeror on work performed under the terms of this Contract. The Offeror shall defend, indemnify and save harmless Macon-Bibb County from any claims or liability for such contributions or taxes. Nothing contained in this Contract or any act of county, or Offeror, shall be deemed or construed to create any third party beneficiary or principal and agent association or relationship involving Macon-Bibb County. Offeror is not Macon-Bibb County's agent and Offeror has no authority to take any action or execute any documents on behalf of the Macon-Bibb County.

F. Restrictions of Communications

To ensure the proper and fair evaluation of RFPs, Macon-Bibb County prohibits any communication initiated by a bidder/offerer or its agent to an employee of Macon-Bibb County or to any members of the Macon-Bibb County Commission, the Macon-Bibb County Healthcare and Retirement Benefits Committee, and/or any agent, consultant or other advisor of Macon-Bibb County during the period of time following the issuance of the RFP, the opening of proposals, and prior to the time a decision has been made with respect to the Contract award. Any communication initiated by a bidder/offerer during evaluation should be submitted in writing and delivered to Macon-Bibb County, Procurement Department, 700 Poplar Street, Suite 308, Macon, Georgia 31201, or by e-mail to Chauncey Wilmore at cwilmore@maconbibb.us. An appropriate Procurement employee of Macon-Bibb County may initiate communication with an offerer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the RFP. **Unauthorized communication by a bidder/offerer shall disqualify the offerer from consideration.**

G. Duty of Notification

Upon filing for bankruptcy or insolvency proceeding by or against the vendor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the vendor must immediately notify the County's Consultant, BB&T Insurance Services, Inc. Upon learning of the actions herein identified, the Macon-Bibb County reserves the right, at its sole discretion, to either cancel the Contract or to reaffirm the Contract.

H. Contract Contents

The Contract between Macon-Bibb County and the respondent shall include (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the respondent in response to the RFP and (3) any additional information supplied by the respondent in response to requests for additional information by the MBC-BC. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. The MBC-BC, however, reserves the right to clarify any contractual relationship in writing with the concurrence of the respondent, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the vendor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern. Respondents are cautioned that their proposals may be subject to acceptance by the Board of Commissioners without further clarification.

I. Absence of Waiver of Future Rights

No provisions in this document or in the respondent's proposal shall be construed, expressly or by implication, as a waiver by the MBC-BC of any existent or future right and/or remedy available by law in the event of any claim or default or breach of Contract.

J. Written Notice Parameters

Any written notice to the vendor shall be deemed sufficient when deposited in the United States mail, postage prepaid and addressed to the vendor at its address as listed on the signature page of the Contract, or at such address as the vendor may have requested in writing; by telegram when delivered to a telegraph office, fee prepaid and addressed to the vendor at its address as listed on the signature page of the Contract; or sent by facsimile device to the FAX telephone number provided in the letter of transmittal and with a "RECEIVED CONFIRMATION REPORT" provided to show that the document was properly transmitted to the respondent.

K. Legal Compliance Effort

Each and every provision of law and clause by law to be inserted herein and in the Contract will be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon application of either party, the Contract will forthwith be physically amended to make such insertion or correction.

L. Disputes

Should any disputes arise with respect to this Contract, the Offeror and Macon-Bibb County agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

The Offeror agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out the terms of the contract. The Offeror must notify the immediately of any such disputes. Upon learning of the actions herein identified the Macon Bibb County BOC reserves the right, at its sole discretion, to either cancel the Contract or reaffirm the Contract.

M. Price Changes

All prices shall be firm as stated in the 'Questionnaire' and not subject to increase during the period of the Contract.

N. Officials Not to Benefit

No regular employee, elected or appointed member of Macon-Bibb County Governments, or immediate family member shall be admitted to any share or part of this Contract, or to any benefit that may arise there from, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

O. Examination of Records

The TPA, PBM and insurance carriers shall maintain all books, documents and records relating to this Contract during the Contract period and for three (3) years after the date of final payment. During such time, the TPA, PBM and insurance carriers agree that the Macon-Bibb County Finance Department, or their designee, shall have the right to audit this Contract to inspect the books, documents and records of the TPA, PBM and insurance carriers relating to a plan and claims audit. During such time, Macon-Bibb County's Human Resource Department shall have the right to examine books, documents and records of the TPA, PBM and insurance carriers to verify compliance with Macon-Bibb County's Equal Opportunity requirements. Said records shall be available for inspection and audit within ten (10) working days after request is made.

P. Laws of Governance

This Contract shall be construed and governed in accordance with the law of the State of Georgia and Macon-Bibb County, Georgia.

Q. Compliance with Laws

The Offeror shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work. The Offeror, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract.

R. Modification or Withdrawal of Proposals

Responses to this Request for Proposal (RFP) may be modified or withdrawn by written or electronic notice prior to the exact hour as specified for receipt of proposals. A proposal may be withdrawn in person by the vendor or its authorized representative prior to the exact hour and date set for receipt of proposal. **Telephone withdrawals are not permitted.**

S. Mistake in Proposals

If the apparent best qualified offering firm discovers a mistake in its proposal of a serious and significant nature which is unfavorable to it prior to the issuance of a purchase order or a Contract, it may request consideration be given to modifying or withdrawing the proposal. The mistake must be evident and provable. Macon-Bibb County reserves the right to reject any and all requests for correction or withdrawal of proposal received after the hour and date shown in the specifications. In all cases, the decision of the Macon-Bibb County BOC is final. **A MISTAKE IN PROPOSAL CANNOT BE CONSIDERED ONCE A PURCHASE ORDER OR CONTRACT IS ISSUED.**

T. Expiration of the Proposal

By submitting a proposal the offering vendor offers to enter into a Contract, the form and content of which shall be agreed upon by both parties. The vendor's proposal shall not be revocable for (180) days following the response deadline indicated above. Macon-Bibb County BOC reserves the right to waive any defects in the offer of any vendor, to reject any or all offers, and to request additional information from any or all vendors.

U. Proprietary work

The work results and the reports will be considered confidential and proprietary and cannot be released by the TPA without prior written consent of Macon-Bibb County's governing body.

V. Intellectual Property Rights

The TPA agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to Macon-Bibb County all computer programs, documentation, software and other copyrightable works ("copyrightable works") and all discoveries, improvements and inventions ("inventions") conceived, reduced to practice or made by the TPA resulting from, or related to, any work the TPA or its agents may do on behalf of Macon-Bibb County or at its request. All inventions and copyrightable works that the TPA is obligated to disclose shall be, and remain, entirely the property of Macon-Bibb County. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of Macon-Bibb County. The TPA hereby assigns to Macon-Bibb County any rights it may have in such copyrightable works. The TPA shall cooperate with Macon-Bibb County in obtaining any copyrights or patents.

QUESTIONS AND APPENDICES

INSTRUCTIONS:

The following questions have been prepared to provide interested parties with a checklist of items and to assure prompt and accurate consideration of all proposals. To simplify your completion of this questionnaire, a response sheet template is being provided to you. The Offeror's submittal shall include response to each of the following appendices and shall be in the same order as the template.

The cover page of your proposal should include the name of a person who can be quickly contacted in the event of any revisions or the need to provide additional information pertaining to the proposal. The response sheets must include all essential information.