

REQUEST FOR PROPOSALS
Group Health Insurance Plan

Overview

The City of Riverton, Wyoming (hereinafter referred to as "City") is requesting proposals for a group health insurance plan. This plan should include a full, comprehensive health insurance plan, as well as life insurance, dental insurance and prescription coverage.

Premiums and claim service history will be important factors in this process. It will also be important that the insurance company is recognized and honored nationwide and that coverage extends to claims incurred while out of the U.S.A.

Deadline

The deadline for submitting a proposal in response to this Request for Proposals is Tuesday, March 20, 2007 at 12:00 p.m. (noon). All proposals must be received in the Human Resource office by this deadline.

Proposal Instructions

The minimum plan requirements are listed below. Please submit your proposals based on these criteria. Also, please feel free to include pre-printed product literature regarding your plan should you desire. **Price quotes should be broken down individually into group health, life and dental.** Please indicate the length of time over which your price quote applies, if the plan is accepted. Also, please indicate if your proposal is for a stand-alone policy or is for a "pool". If this is for a pool, please list type and number of other member entities, and the number of individuals covered. Please indicate if the pool is partially self-funded and which insurance carrier is the underwriter.

Please indicate if the plan includes options or discounts for wellness incentives.

Proposals should include a description of your policy on pre-existing conditions, and whether or not physicians will honor "Allowable Charges" provisions of this plan. Proposals should also include a description of your policy on late enrollees – when can they enroll or add additional dependents, and how are pre-existing conditions of late enrollees and dependents handled?

Please indicate if there is a minimum number or percentage of the eligible employees required to be enrolled in order for the City to participate in the proposed plan. Also indicate what the minimum portion of the premiums, if any, the City would be required to pay.

Proposals should be mailed to:

*City of Riverton
816 North Federal Blvd.
Riverton, WY 82501*

*ATTN: Human Resources
Group Insurance Health Plan Proposal*

Response Format

Proposers shall present their responses to the Request for Proposals in the manner and format listed below.

Management summary. Provide a cover letter indicating the underlying philosophy of the firm (General Proposer) in providing the coverage and claim service.

References. Provide all references for policy holders in sites of similar size and scope. Include the name of the organization and the name and telephone number of a responsible contact person.

Acceptance of conditions. Indicate exceptions, if any, to the plan requirements.

General Provisions

These general provisions apply in like force to this inquiry and to any subsequent contract resulting there from.

The City of Riverton reserves the right to reject any or all proposals received, and to accept the proposal deemed most advantageous to the best interest of the City.

Assignment

The Proposer shall not assign, transfer, convey, sublet or other wise dispose of any award or any or all of its rights, title or interest therein, without the prior consent of the City.

Applicable Law

The contract shall be governed in all respects by the laws of the State of Wyoming, and any litigation with respect thereto shall be brought in the District Court of Fremont County, Wyoming.

Offer Certification

The Proposer agrees that submission of the signed proposal is certification that the Proposer will accept an award made to Proposer as a result of the submission.

Proposal Clarifications and Additional Information

Proposers are cautioned that any statements made by the contact person that materially change any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. No contract or technical questions will be accepted after ten (10) calendar days prior to the date set for proposal opening. THE CITY SHALL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF REQUEST FOR PROPOSAL DOCUMENTS EXCEPT AS ISSUED IN ACCORDANCE HEREWITH.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, scope of work or specifications stated in this response. The City must make all modifications to the response in writing.

Proposer Investigations

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer for additional compensation. Any of the information and intellectual properties provided to the City of Riverton as a part of this process become the property of the City of Riverton.

Proposal Envelopes

Envelopes containing proposals should be sealed and marked in the lower left hand corner "Request for Proposal of Group Health Insurance Plan", and date of closing proposals. Failure to do so will cause the proposal not to be considered. Express mail envelopes containing a sealed proposal shall also be sealed and marked in the same manner.

Proposal Receipt and Opening

The City will receive sealed proposals until the date and time indicated on the RFP cover. Proposals must be delivered, by hand or mail, to the City of Riverton, Fremont County, Wyoming, where they will be opened with only the name of the Proposers being read at that time. Proposals must be date stamped in the Human Resources Department before or on the date indicated on the RFP cover for the proposal closing. Proposals received after the date and time of the proposal closing will be received, date stamped and returned to the Proposer unopened.

It is the responsibility of the Proposer to ensure that proposals arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late proposals. **FACSIMILE (FAXED) PROPOSALS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.**

Proposal Acceptance Period

Any proposal submitted as a result of the solicitation shall be binding on the Proposer for ninety (90) calendar days following the proposal opening date.

Changes in Scope of Work

It may become necessary for the City to order changes in the Plan consisting of additions, deletions or revisions **within the general scope** of the contract. If the Proposer believes that any such change is not within the general scope of the contract, the Proposer must notify the City of Riverton this belief in writing. If the City and the Proposer are unable to agree as to an adjustment in the contract price or time frame or both, allowed as a result of a coverage change, then assuming both parties agree to arbitration, the disagreement will be arbitrated. If the City or the Proposer does not agree upon arbitration, then at that time the dispute will be settled in a forum of competent jurisdiction.

Certification of Independent Price Determination

The Proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and **not for** the purpose of restricting competition—any consultation, communication or agreement with any other Proposer or competitor relating to those prices, the intention to submit a proposal or the methods or factors used to calculate the prices proposed.

Collusion among Proposers

Each Proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of applicable Antitrust Statutes. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the Proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

More than one proposal from an individual, firm, partnership, cooperation or association under the same or different names will be rejected. Reasonable grounds for believing that a Proposer has interest in more than one proposal for the work being proposed may result in rejection of all proposals in which the Proposer is believed to have interest.

Debarment

By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency.

Ethics in Public Procurement

The Proposer certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other Proposer, supplier, or sub-proposer in connection with the proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of value.

Expenses Incurred in Preparing Proposals

The City accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the Proposer.

Force Majeure

The Proposer shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the Proposer, unless otherwise specified in the contract.

Fair Labor Standards

By submission of proposal, the Proposer certifies that the Proposer(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in the Statutes of the State of Wyoming.

Nonconforming Terms and Conditions

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive. The City reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

Independent Proposer

The Proposer shall be legally considered an independent Proposer and neither the Proposer nor its employees shall, under any circumstances, be considered servants or agents of the City; and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Proposer, its servants or agents.

Informalities and Irregularities

The City has the right to waive minor defects or variations of the proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Proposer with the proposal for the City to properly evaluate the proposal, the City has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery or performance time for the services being procured.

Indemnification

The Proposer covenants to save, defend, keep harmless and indemnify the City and all of its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and cost—including court costs and attorney's fees, charges, liability and exposure, however, caused—resulting from, arising out of, or in any way connected with the Proposer's negligent performance or nonperformance of the terms of the contract.

Nondiscrimination

By submission of proposal, Proposer certifies that the Proposer(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, conditions or privileges of employment, because of his/her race, color, religion, sex, disability or national origin, as applicable to State and Federal Regulations.

Failure to Deliver

In the event of failure of the Proposer to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Proposer responsible for any resulting additional purchase, administrative costs, **and reasonable attorney fees**. This remedy shall be in addition to any other remedies that the City may have.

Failure to Enforce

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the

validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

Introduction and Project Overview

The City of Riverton invites proposals for the provision of a group health insurance plan.

The City will receive proposals from firms having specific experience and qualifications in the area identified in the Request for Proposal. For consideration, proposals for the project must contain evidence of the firm's experience in the specified area and other disciplines directly related to the proposed service. Other information required by the City may be included elsewhere in the Request for Proposals. All Proposers shall provide:

- a. Company information:
 - How long has the company been in business?
 - How many government or other clients are enrolled in your plan?
- b. All references
- c. Annual premium billing
- d. Amount of Reserves

Background

The City currently has 100 employees eligible for insurance coverage; employees who work less than 30 hours per week and elected officials working less than 20 hours per week are not considered eligible. We currently have four (4) employees who elect not to be included in the insurance plan for various reasons. The City pays the full health insurance premium for all employees, plus half of the life, dental and dependent premiums.

62 employees carry coverage for employee only.

15 employees carry coverage for employee plus dependents.

15 employees carry coverage for employee plus spouse.

4 employees carry full family coverage.

Policy Requirements

Coverage will be available to all full-time City employees, working 30 or more hours per week. Coverage will be extended to an employee's dependents, including spouse and all unmarried dependent children under the age of 19; or to age 25 if a full-time student.

Coverage for new employees takes effect on the first day of the month following the 60th day of employment.

Administration of COBRA and issuance of CCC's shall be a part of the proposal.

The prescription coverage included in the proposal must be compliant with Medicare Part D.

Proposals should include a plan for retirees under the age of 65. This coverage would terminate when the retiree becomes eligible for Medicare. The City may or may not elect

to pay a portion of this premium. Please provide premiums quotes for both the employee alone and for employee and spouse.

Scope of Policy

Covered services should, at a minimum, include, but not be limited to, the following:

- A. An annual deductible of \$500 per person (\$1,000 per family).
- B. 80% -20% co-insurance up to a total of \$1,500 out-of-pocket expense per person, including the deductible (\$3,000 per family).
- C. \$1,500 Accident Rider
- D. Adult Preventive Care Benefits covering 100% of an annual routine office visit and regular health screening charges. Please state if there is an annual maximum benefit.
- E. Well Child Care covering 100% of services, including immunizations, up to 72 months of age.
- F. Maternity benefits at the same level as other benefits
- G. A Prescription Drug Card program that covers generic, preferred and non-preferred medications (please indicate co-pays on each). Program should include a co-payment (if applicable) for each 30-day supply, with only one co-pay for a 90-day supply if purchased through a mail service program.
- H. Life insurance in the amount of at least \$10,000 per employee with Accidental Death and Dismemberment of \$10,000. Policy should include at least \$5,000 coverage for a spouse, \$1,000 for each child 6 months to 19 years of age and \$250 coverage for infants 14days to 6 months.
- I. Dental coverage that includes 100% coverage for preventative services. Please indicate deductibles and co-insurance levels for other treatments such as fillings, crowns, dentures, bridgework, extractions, root canals, etc. The plan should also include coverage of orthodontics. Please state if there is an annual maximum benefit.

Thank you for your interest in providing a rate quote for the City of Riverton's health insurance plan.