



CITY OF
Tulsa
A New Kind of Energy™

08/31/2011

Request for Proposal
TAC 948 – Addendum 1

Please note the following changes which have been made for clarification to this Request for Proposal. This addendum must be listed as Addendum #1 on Form #6 attached as verification that you have received and are aware of the information contained herein.

Please find attached the responses to all questions asked: Answers are under the questions and in **red**.

The Addendum 1 proposal packet is what must be used to submit your proposal.

Dependent Eligibility Audit

No.	Question
1	Are "dependent units" employees that are covering dependents? Yes
2	How many Summary Plan Descriptions (SPDs) are involved for eligibility rules? One

3	<p>Does the City allow Domestic Partners and children of Domestic partners as dependents?</p> <p>No</p>
4	<p>Will the existing evidence documents be attached to each employee record? What type of fill will you provide to the supplier?</p> <p>Yes. The City can provide the data to the contractor in a number of ways. It can be sent in an electronic file, stored on a shared drive, burned to a DVD, etc. Additionally, the City can put the data into a flat file and send it to the contractor via secure FTP electronically.</p>
5	<p>How many employees (households) are covering dependents? How many dependents are enrolled? What is the composition of dependents (spouses versus children)?</p> <p>1,211 dependent units (employees covering at least one dependent) with 1,107 spouses and 1,651 children covered.</p>
6	<p>May we get a copy of the eligibility rules and qualifying events? Are the rules the same for the other City-administered plans (MTTA, EMSA, etc.)?</p> <p>Please see Section 11. a. for a description of the Eligibility Guidelines. Qualifying events include marriage, divorce, death, child birth, adoption, and loss spousal coverage. Yes, rules are the same for the other City-administered plans.</p>
7	<p>May we get a copy of your logo in order to be able to customize sample communications? Are the other City-administered plans considered to be under the same logo?</p> <p>This is not necessary to be done.</p>
8	<p>What is the anticipated start date?</p> <p>October 1, 2011.</p>
9	<p>Will we have access to the scanned document images, when we receive the data file, during the implementation process? This would help us understand who still needs to participate in the audit and what additional documentation, if any, would be needed for each particular employee's dependents.</p> <p>Yes.</p>

10	<p>What is the estimated annual healthcare expense per dependent (and estimated annual employee attrition/turnover)?</p> <p>The average annual cost of claims for each spouse on the plans is \$2,317. The average annual cost of claims for each child is \$490. The average annual cost of premium payment for dependents is \$4,889.64</p>
11	<p>How many covered employees have one or more dependents?</p> <p>1,211</p>
12	<p>When do you confirm the eligibility of the dependents covered under your health insurance plans? Open Enrollment, New Hire, Life status event (birth, marriage, a child reaching plan's age limit), never?</p> <p>If you define "confirm the eligibility of the dependents covered under your health insurance plans" as requiring that supporting documents be presented, then it is for new hires and life status events that documents are required to be presented.</p>
13	<p>What is the total number of dependents covered by your health insurance benefits plans?</p> <p>1,211 dependent units (employees covering at least one dependent) with 1,107 spouses and 1,651 children covered.</p>
14	<p>Will all employees be audited or will only certain company divisions or employee groups be audited?</p> <p>All City of Tulsa employees, as well as those of the other Agencies listed in the Statement of Purpose will be subject to the Audit.</p>
15	<p>What percent of the total audit population will use paper-based communications</p> <p>Unknown. There are 3,109 City e-mail accounts, a small percentage of which are for contractors. It is unknown how the City's e-mail user population correlates with its insured population.</p>
16	<p>What percent of the total audit population will have internet access for email communications?</p> <p>See above response to #15 to calculate.</p>

17	<p>What is the dollar amount of the annual estimated employer portion of health plan costs for one dependent? (Either for claims exposure or employer-paid premium)</p> <p>The City does not offer a "one dependent" health plan. The City only offers individual and family plans.</p>
18	<p>Please clarify how the city requires the selected vendor to make use of the pre-existing information in the employee files to the extent possible. How are records stored? Imaged? How do you propose to transfer information to the vendor? Are dates stored with image - do you know the age of the imaged file?</p> <p>Scanned employee files with the eligibility-related documentation are organized by SSN and employee ID. The City can provide the data to the Contractor in any number of ways. It can be sent in an electronic file, stored on a shared drive, burned to a CD, etc. Additionally, the City can put the data into a flat file and send it to the Contractor electronically (via secure FTP). The scanned date is evident on the file. The date of submission may not be evident.</p>
19	<p>What are the city's goals in partnering for this service at this time?</p> <p>The City of Tulsa seeks to ensure that the employee dependents participating in its health plan are legitimately doing so. The City seeks to reduce unnecessary health plan expenditures.</p>
20	<p>What does the city hope to accomplish as a result of this project?</p> <p>The City of Tulsa seeks to ensure that the employee dependents participating in its health plan are legitimately doing so. The City seeks to reduce unnecessary health plan expenditures.</p>

21	<p>Please describe your process today. Do you determine eligibility at new hire? With status changes? At open enrollment? What documentation do you require?</p> <p>Eligibility is determined at new hire and with status changes. For proof of marriage, the City requires a marriage license. Proof of eligibility for children requires that birth certificates be provided for all children with at least one of the parents' last names on the certificate. Or, in the case of legal custodianship, the appropriate filed court document needs to be in the file.</p>
22	<p>Will this be a one-time audit or an ongoing service?</p> <p>The City currently views this as a one-time audit but is open to understanding the value of on-going service.</p>
23	<p>We would like to provide contingency fee pricing as an option for the city as requested. In order to do so, we need information that was not provided in the RFP. We would like to have a brief call with the appropriate party.</p> <p>The City welcomes the optional submission of contingency fee pricing. However, procurement regulations prohibit the City from holding a call with one particular vendor during this period in which the RFP is out.</p>
24	<p>When can we expect responses to the vendor inquiries?</p> <p>Responses to all vendor inquiries are included in this release.</p>
25	<p>The City of Tulsa currently has a total of 1,309 dependent units. What is the total number of dependents covered under the health insurance plan?</p> <p>1,211 dependent units (employees covering at least one dependent) with 1,107 spouses and 1,651 children covered.</p>
26	<p>Will the selected contractor have access to the email of the Agencies that are not part of the City's email system?</p> <p>The City has an HR contact person at each of the other Agencies covered by the City's health plan. The Contractor will be able to use that contact to communicate via email to the Agency employees.</p>

27	<p>Does the city desire to have an Amnesty period?</p> <p>Yes, the City would envision an amnesty period of approximately 30 days. But, this "amnesty" would be only for individuals who legitimately have dependents on the health plan but who have never provided the necessary documentation. The City does not allow for amnesty for situations of clear cut fraud.</p>
28	<p>For inadequate or invalid documentation support, what are the previously approved methods approved by the City for documentation?</p> <p>Marriage license, birth certificate, adoption certificate, certificate of legal guardianship, physician affidavit regarding disability status.</p>
29	<p>The contractor will provide the city with a hard copy of any employee paperwork submitted to the contractor. Does the city want all documentation removed from the contractor's database? If not, does the city require the contractor to retain copies for a specified time period?</p> <p>Yes, the City wants all documentation removed from the Contractor's database at the completion of the Audit. Pursuant to Section 5. A. of the RFP, the Contractor will provide to the City a hard copy version of any employee paperwork submitted to the Contractor in response to the Audit.</p>
30	<p>Under the Statement of Purpose on page 2, the first point states "to conduct a Healthcare Dependent Audit". What type of approach is your organization considering? A two-phase Amnesty and Document Verification approach? A one-phase Document Verification (with or without Amnesty) approach?</p> <p>The City envisions an initial period of perhaps 30 days during which employees with incomplete files are encouraged to submit their necessary paperwork to support eligibility determination. However, the City is open to the Contractor's advice on what form this should take.</p>

31	<p>Under the same section, the second point states "The City has approximately 3800 employees, 2200 healthcare insurance participants and 1,211 dependent units. Also participating on the City-administered plan are 152 healthcare participants and 75 dependent units with the Metropolitan Tulsa Transit Agency ("MTTA"), 43 healthcare participants and 23 dependent units with the Emergency Medical Services Authority ("EMSA"). Can you please confirm the total number of employees covering dependents on the plan?</p> <p>1,211 employees participate in the City's "family plan", meaning they cover dependents.</p>
32	<p>When is the City of Tulsa's open enrollment period?</p> <p>The City's open enrollment period begins on May 1st for the fiscal year beginning 7/1.</p>
33	<p>Is her a timeframe in which the project is required to be completed?</p> <p>The City has no particular timeframe for completion of the Audit other than as soon as is practical.</p>
34	<p>Regarding the requirement to make use of pre-existing documentation on file, will the City of Tulsa include and indicator in the data file for those dependents who have documentation on file or is your preference to provide images or copies of the documentation to the selected vendor?</p> <p>The City will provide the imaged information. See answer to question #4.</p>

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**FORM #6
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Proposal Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ▶ _____

Printed Name: _____

Title: _____

Date: _____



CITY OF
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CITY OF TULSA
HUMAN RESOURCES DEPARTMENT

REQUEST FOR PROPOSAL
TAC 948 – Addendum 1

***PROFESSIONAL CONSULTING SERVICES FOR
HEALTHCARE DEPENDENT AUDIT***

NIGP CODES: 918-66, 918-69, 918-85

Submit proposals to:
Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103

- 1) STATEMENT OF PURPOSE:** With this Request for Proposal (“RFP”), the City of Tulsa is searching to secure professional services to conduct a Healthcare Dependent Audit (the “Audit”) and to provide recommendations as to how the City can more effectively determine healthcare dependent eligibility going forward. The City will conduct an objective comparison of your firm’s experience, quality of work, innovative ideas, cooperation with client, and proposed cost against other submitted proposals. After conducting interviews with selected finalists, a firm will be chosen.

The City has approximately 3,800 employees, 2,200 healthcare insurance participants and 1,211 dependent units. Also participating on the City-administered plan are 152 healthcare participants and 75 dependent units with the Metropolitan Tulsa Transit Agency (“MTTA”), 43 healthcare participants and 23 dependent units with the Emergency Medical Services Authority (“EMSA”), and 11 healthcare participants and 0 dependent units with the Port of Catoosa (collectively, the “Agencies”). Except where otherwise noted in this RFP, the employees of the Agencies who participate in the City’s plan should be treated under the Audit as if they were City employees. These Agencies are not on the City’s e-mail system.

The City maintains scanned copies of birth certificates and marriage licenses in its electronic files for its employees and the employees of the other participating Agencies and estimates that approximately 90% of the employee files contain complete information for proof of healthcare insurance eligibility. The City requires that the selected vendor will make use of the pre-existing information in the employee files to the extent possible.

In 2010, the City of Tulsa conducted a limited internal review of those employees who claimed four or more dependents or who had three last names among the dependents claimed. The list of reviewed accounts was provided by the City’s healthcare benefit provider, Community Care of Oklahoma. City staff reviewed the accounts based on the scanned information already in employees’ files, such as birth certificates and marriage licenses. As a result of this internal review, one employee was terminated due to demonstrated fraud and another two or three dropped the dependent, but the consideration of further action is still on-going. This is the only recent review activity.

2) INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

a) General Requirements

- i) The proposal must be received by **5:00 p.m. on Wednesday, September 7, 2011, Central Daylight Time.** Please place proposals in an envelope or box clearly labeled **“TAC 948 – RFP for, Professional Consulting Services for Healthcare Dependent Audit.”**

- ii) Proposals must be sent to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103

- iii) All interested Respondents are required to register with the Senior Buyer, Cathy D. Evans, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
- iv) Inquiries to the Buyer requesting clarification regarding the Request for Proposal or the content therein must be made via e-mail and must be received prior to the end of the business day on **Monday, August 22nd**.

Cathy D. Evans, Senior Buyer
cdevans@cityoftulsa.org
Phone: 918-596-7561

- v) Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled verbally. If any question results in a change or addition to the RFP, the changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.
- vi) Respondents seeking to receive any addenda, responses to questions, or other additional information released related to this RFP shall designate a contact person, with appropriate contact information, to address any questions concerning a Proposal. The Respondent shall communicate this contact information to the Buyer as soon as possible after receiving the RFP. The Respondent shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the Respondent's behalf.

b) General Notifications

- i) The City of Tulsa notifies all possible respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- ii) All respondents shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business utilization and equal employment opportunity.
- iii) All respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the

following statement: "The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA."

- iv) The City of Tulsa also notifies all Respondents that the City has the right to modify the proposal and final selection of work product requirements as needed.
- v) Although it is the City's intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.
- vi) This Request for Proposal does not commit the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.
- vii) The effective date of contract is anticipated to be October 2011. The successful vendor will be awarded a one year agreement, with the option to renew, if mutually agreeable to both parties for two, additional one-year periods.

3) SCOPE OF WORK: At a minimum, the Audit services provided shall include:

- a) Based on the data/access provided by the City of Tulsa, the Contractor shall review the scanned versions of the healthcare insurance eligibility-related paperwork currently found in employee files, for those employees currently enrolled in dependent care health coverage, and determine instances in which the existing documentation is inadequate to support dependent healthcare eligibility under the City's plan.
- b) Though the documentation in employee files may appear to be sufficient, the Contractor shall identify instances in which documentation shall no longer be valid (such as in the case of divorce).
- c) For those instances of inadequate or invalid documentation support, the Contractor shall contact the employee, using the methods and with paperwork previously approved by the City.
- d) The Contractor shall provide on-going support and assistance to those employees seeking to fulfill the documentation requirements.
- e) The Contractor shall assist the City in resolution and adjudication of any issues related to the adequacy of the documentation provided.
- f) The Contractor shall manage and store all data associated with the Audit, in

compliance with all applicable data security laws (including but not limited to HIPAA and the "Red Flag" law) and regulations, and in accordance with industry best practices.

- g) The Contractor shall review City healthcare dependent eligibility determination processes and make suggestions for process improvement to minimize future instances of improper extension of health insurance benefits to ineligible persons.

4) PROCESS TIMEFRAME:

Activity	Date
RFP Issued	Thursday, August 4 , 2011
Deadline for Questions	Monday, August 22, 2011
Proposals Due	Wednesday, September 7, 2011
Finalist Interviews	By Friday, September 23, 2011
Selection of Contractor	By Friday, September 30, 2011

Please note that the City reserves the right to adjust the schedule of events as it deems necessary.

5) DELIVERABLES: The products, reports, and plans to be delivered to the City will include:

- a) Based on a review of the employee files, a list of the files in which the Contractor finds inaccurate information.
- b) A hard copy version of any employee paperwork submitted to the Contractor in response to the Audit.
- c) A list of all employees who, upon being requested to provide necessary dependent documentation, admit a lack of the necessary documentation and ask for his or her dependent(s) to be removed from coverage.
- d) A list of all employees who fail to respond to the approved methods of Contractor communication regarding the necessary dependent documentation.
- e) A list of all dependents that are recommended to be removed from coverage based on apparent ineligibility and the employee whose coverage under which they are receiving benefits.
- f) A set of recommendations as to how the City can improve its processes to reduce the likelihood of future instances of dependent ineligibility.

6) FIRM AND PROPOSAL REQUIREMENTS: To be considered, interested firms should submit or address the following:

- a) One (1) unbound original and five (5) bound copies of the proposal plus four (4) copies on CD-ROM.
- b) To ensure that this project be completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- c) At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- d) Questions must be submitted in writing via e-mail to the Buyer (cdevans@cityoftulsa.org) by 5 pm Central Daylight Time on August 22nd, 2011.
- e) Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.

7) **EVALUATION OF PROPOSALS:** A panel consisting of not less than three (3) City of Tulsa employees and/or Contractors will evaluate proposals. Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa. The approval of the selected firm will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the successful bidder.

Consistent with the factors identified in the Mayor’s Executive Order 90-08 and presented in Section 9 of this RFP, Proposal evaluations will be weighted based on the following maximum possible points:

Technical Proposal	40 (responses to questions in this Section 7)
Business Proposal	30 (responses to questions in this Section 7)
Price Proposal	<u>30 (attached)</u>

Total Possible Points 100

For purposes of evaluation, respondents should submit Proposals that provide specific responses to EACH of the following **Technical Proposal** questions:

- a) Technical Proposal
 - i) Briefly summarize how your firm would conduct a dependent eligibility Audit on behalf of the City of Tulsa, addressing each of the following elements that apply to your methodology. Include any other elements important to your proposed process:
 - (1) Understanding eligibility criteria
 - (2) Review of existing documentation in employee files
 - (3) Determining need for additional types of documentation
 - (4) Employee communications

- (5) Exchange of data and reports
 - (6) Security of sensitive data
 - (7) Support for employees in obtaining proof documents
 - (8) Resolution of employee issues
 - (9) Adjudication process
 - (10) Management updates on project status
 - (11) Ability to report by classification
 - (12) Data storage and retrieval
 - (13) Review of City eligibility determination processes
 - (14) Suggestions for eligibility determination process improvement
- ii) Describe in greater detail your communication strategy and methods for communicating with plan participants as the project unfolds.
 - iii) How can participants confirm that they have complied with proof requirements during the Audit?
 - iv) Describe any features of your program to minimize participant dissatisfaction with the process.
 - v) Describe the main technology (ies) used to conduct the Audit.
 - vi) Describe the disaster recovery plan that will be in place for the project.
 - vii) Provide samples (as applicable) of customized correspondence used in your Audits, including but not limited to:
 - (1) First Notice
 - (2) Incomplete Notice
 - (3) Reminder Notice(s)
 - (4) Suspension Notice
 - (5) Approval Notice
 - (6) Exemption Notice
 - (7) Exception Notice
 - (8) Extension of Time Notice
 - (9) Reconsideration Notice
 - (10) Post-Suspension Notice
 - (11) Notice of Address Change Instructions
 - (12) 'Blast' Emails (for the City to send internally)
 - (13) FAQs
 - (14) Reference Materials for the City Benefits Staff
 - viii) Provide samples of any other deliverables referenced in Section 5 of this RFP that may be helpful to the City in understanding the Contractor's services.
 - ix) If any sampling is to be used in the project, please explain the sampling methodology to be used.
 - x) Provide any performance metrics to which the Contractor commits. Examples may include percentage of City employee questions responded to within 24 hours, website availability, or guaranteed return on investment ("ROI").

- xi) Describe the counseling your firm provides to Audit participants son alternative health plans for a dependent member losing coverage.
- xii) Do you record phone calls and the voice mail messages? If so, include a copy of the voicemail message scripts.
- xiii) Describe how your firm will develop employee communications for review and approval by the City.
- xiv) Describe mailing processes and the handling of returned mail. Confirm that the cost of postage is included in the Price Proposal; identify any type of postage that is not included in the Price Proposal.
- xv) Do you offer a call center to assist employees during the Audit? Please indicate the days and hours of operation and the location of the call center.
- xvi) How do you accommodate demand spikes during the project?
- xvii) Please provide your call center metrics relevant to Audit services.
 - (1) Include the average and median wait time to access the call center and the percentage of dropped or abandoned calls.
 - (2) Please provide the average and median wait time and percentage of dropped or abandoned calls for the final day of dependent eligibility Audits.
- xviii) What is the ratio of customer service representatives to calls?
- xix) How is the assignment of customer service representatives to accounts determined? Are representatives dedicated, shared or mixed?
- xx) Describe how you document calls and access the documentation to resolve customer inquiries or complaints.
- xxi) Describe how you select, train and evaluate call center representatives.
- xxii) What rates of dependent disenrollment do you expect based on the information the City has provided combined with other data available to you? If feasible,
 - (1) Segment by classification.
 - (2) Segment by stage in your proposed Audit process.
 - (3) Provide your rationale for these estimates.
- xxiii) Provide any other relevant return on investment ("ROI") information.
- xxiv) Provide a project timeline that illustrates major milestones and deliverables. Detail steps required prior to the commencement of the Audit and the level of involvement of City staff before, during and after the Audit.

- xxv) Concerning the City's eligibility determination process, provide specific examples of actual recommendations for corrective action you have provided to a client as a result of a recent Audit. Include specific examples of recommendations that you feel were the most effective and produced the most tangible results for the client.
 - xxvi) Provide methodology to confirm receipt of eligibility documentation with employee.
 - xxvii) Describe in detail how you will verify dependent eligibility in accordance with plan eligibility rules.
 - xxviii) Describe how you ensure that all records provided are authentic.
 - xxix) Explain how you will verify that a spouse or additional eligible adult is still currently the spouse or additional eligible adult of the enrollee.
 - xxx) Provide the procedure for follow-up communications with enrollees who do not respond or who provide insufficient documentation.
 - xxxi) Describe your recommended appeals process and in what instances the appeals process is applicable.
 - xxxii) Describe the process to communicate to dependents who were terminated because documentation was not provided on a timely basis and those who subsequently were able to provide documentation.
 - xxxiii) Describe the process by which your firm will communicate to the City the recommendation to terminate coverage of specific claimed dependents.
 - xxxiv) Describe how participant submissions are adjudicated.
 - xxxv) Describe any features to track processing and decision history.
 - xxxvi) Describe your records retention policy.
 - xxxvii) List the standard reports to be provided to the City over the course of the project, and their frequency.
 - xxxviii) Identify the format and means by which your firm would want to receive the scanned eligibility-related information in the electronic employee files.
- b) Business Proposal
- i) Provide the following information for your firm:
 - (1) Complete Legal Name
 - (2) Full Street Address
 - (3) Website
 - (4) Contact Person
 - (5) E-mail Address
 - (6) Telephone Number

- ii) Provide a brief overview of your firm, including the year established, the number of years providing these Audit services and ownership structure.
- iii) Please provide a summary of your dependent eligibility Audit experience over the last two (2) years.
- iv) Please describe the elements of your dependent Audit services that distinguish you from other firms, such as special expertise or value added services.
- v) Will any other organization be providing services under this engagement as a subcontractor? If yes:
 - (1) Please provide contact information for each subcontractor, and include a description of each subcontractor's capabilities and experience.
 - (2) Describe your oversight of the subcontractor and the controls in place to ensure that expected performance levels are maintained.
 - (3) Do you take responsibility for any subcontractor performance that is below expected performance levels?
- vi) Please describe your firm's insurance coverage (Errors and Omission, General Liability Workers' Compensation, etc.), policy limits, and the name of the carrier(s) for each policy.
- vii) Identify the project team that would conduct the dependent Audit for the City of Tulsa. Please provide background information on each individual and organization chart of your project team.
- viii) Provide at least three (3) references of comparable clients that may be contacted as a reference for services performed. For each reference please include the following:
 - (1) Contact name, title and phone number
 - (2) Length of servicing relationship
- ix) Indicate any previous work performed for the City of Tulsa, provide a brief summary of such, and identify a reference.
- x) If there is an alternative Audit structure that would provide a better value to the City than the scope of services outlined in this RFP, please indicate what that would be.

8) PROPOSAL FORMAT:

- a) Cover Letter: A cover letter that is dated and signed by the individual(s) authorized to bind the Respondent contractually must accompany your Proposal. The cover letter must indicate that the signer is so authorized, and must indicate the title or position the signatory holds in the proposing firm. The letter must also contain a statement from the Chief Executive Officer or other senior executive certifying that all information in the Proposal is true and correct to the best of his/her knowledge. A Proposal without such a cover letter will be rejected.

- b) RFP Content: Respondents are required to submit specific responses to the Technical Proposal and Business Proposal questions contained in Section 7 above. Respondents must provide an answer to each question in the RFP in the order asked and any requested exhibits must be submitted. Submissions will be considered each Respondent's complete response. Additional information will not be accepted after the deadline unless requested by the City of Tulsa.
- c) Proposal Attachments: Respondent Proposals must include the Non-Collusion Affidavit, the Affidavit of Claimant, the Price Sheet Summary, and the City of Tulsa General Contract Terms included with this RFP.

9) AWARD OF PROPOSAL: The City shall evaluate Proposals based on those criteria identified in the Mayor's Executive Order No. 90-08 as factors to be considered in the review of Proposals including:

- a) Professional qualifications, specialized experienced and technical competence of the firm with respect to the types of service required;
- b) Capacity and capability of the firm with respect to such factors as cost control, quality of work and ability to need schedules;
- c) Record of past performance with the City and other jurisdictions; (please provide references.)
- d) Proximity to and familiarity with the area of service;
- e) Qualifications and experience of the principals of the firm, managing professional and key staff professionals selected for the project;
- f) Size and experience of the professional and technical staff with respect to the magnitude of the assignment;
- g) Financial standing; and,
- h) Estimated schedule for completion of the project.

10) MISCELLANEOUS:

- a) Your response to this RFP and any subsequent correspondence related to this proposal process will be considered part of the contract, if one is awarded to you.
- b) All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- c) The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- d) Your Proposal must clearly indicate the name of the responding organization, including the firm's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the

organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the Contractor and/or team of Contractors assigned to the City account.

- e) The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- f) The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your Proposal, with few exceptions, is a matter of public record. For specifics, see the provisions of the City of Tulsa Open Records Policy, available via the following link:
www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf
- g) Further, your company will be bound to comply with the provisions set forth in this RFP unless any and all deviations are explicitly stated in your Proposal. The City shall not infringe upon any intellectual property right of any vendor, but specifically reserves the right to use any concept or methods contained in the Proposal. Any desired restrictions on the use of information contained in the Proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your Proposal must be clearly identified. The City shall not be under any obligation to return any materials submitted in response to this RFP.
- h) The City expects to enter into a written Agreement (the "Agreement") with the chosen vendor that shall incorporate this RFP and your proposal. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary.
- i) The City reserves the right to negotiate price and other terms with the selected Respondent, as is in the City's best interests to do so.

11) PROJECT-RELATED INFORMATION:

- a) **Healthcare Dependent Eligibility Guidelines** – The City offers health insurance coverage to all full-time City employees, their legal spouses, and their children (until age 26). In a small number of cases, coverage is also provided to children with physician-certified disabilities who are older than 26. For a child to be eligible for coverage the employee or spouse's name must be on the birth certificate or appropriate adoption or guardianship documentation must be present.

Employees become eligible for insurance on the first day of the month following the completion of a full thirty (30) days of employment.

For the last two years, the City has required that all new employees seeking to participate in the healthcare insurance plan (and those of the Agencies) submit all healthcare insurance eligibility-required paperwork shortly after hire. The documents retained in employee files and used by the City to determine eligibility include the following:

- i) Marriage License
 - ii) Birth Certificate
 - iii) Adoption Certificate
 - iv) Certificate of Legal Guardianship
 - v) Physician Affidavit Regarding Disability Status
- b) City of Tulsa Healthcare Costs – Employees covered by the City of Tulsa health insurance program pay \$35.01 per month for single coverage and \$165.81 month for family coverage. The City covers \$332.14 per month per employee for single coverage and \$724.52 per month for family coverage. Included in the employer portion of the medical rates is the funding for the retiree subsidy, wellness, flex and COBRA administration costs and consulting services.
- c) Employee File Structure – Scanned employee files with the eligibility-related documentation are organized by SSN and employee ID. The City can provide the data to the Contractor in any number of ways. It can be sent in an electronic file, stored on a shared drive, burned to a CD, etc. Additionally, the City can put the data into a flat file and send it to the Contractor electronically (via secure FTP).
- d) Healthcare Insurance Enrollment Form and Annual Enrollment Process Description – The City can arrange for the Contractor to gain access to the benefits online enrollment website that is used by the employees to enroll for their annual benefits.
- e) Privacy Requirements – The Contractor must fulfill the Scope of Work consistent with all applicable local, state, and federal laws. The Contractor will be required to sign a HIPAA-required Business Associate Agreement and to take all legally-required and industry-standard steps to protect the data reviewed in the Audit.

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Price Sheet Summary

The City requests two different pricing models (scenarios) from each Respondent. Submission of Scenario #1 is required. Submission of Scenario #2 is optional.

- **Scenario #1:** Provide your firm's fixed fee plus variable cost (if any) structures for completing the identified scope of services. Additionally, provide a not to exceed total cost calculation, based on the scope of services described herein. This not to exceed total cost will be used as the Price Proposal component for evaluation purposes (see Section 7 of this RFP).

Scenario #1:

Audit Fixed Fee:

Audit Variable Costs: (optional; define if proposed)

Total Cost Not to Exceed:\$_____

- **Scenario #2:** Identify any contingency fee pricing structure that your firm proposes. Additionally, provide a sample calculation that shows how the fee would be calculated, based on the scope of services herein.

Scenario #2:

Contingency Fee:

Sample Calculation:

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:

(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____
Signature
Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

**The Affidavit must be signed by an authorized agent and
notarized**

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into a contract with the selected vendor for an initial term ending one (1) year from the date of its execution by the City's Mayor, with two (2) one-year renewals available at the option of the City. All contracts entered into by the City of Tulsa shall include, but not be limited to, the following general terms:

1. **Renewals.** Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the

Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an Audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Minority, Female, and Disadvantaged Business Enterprises and Equal Employment Opportunity.** Contractor shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business enterprise utilization and equal employment opportunity.

The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.

Company Name: _____

Date: _____

By: _____

Name Printed: _____

Title: _____