Request for Proposal  
Transit Authority of Northern Kentucky  
Health Benefit Agent / Broker & Associated Services  
RFP 2018-02

Notice is hereby given that the Transit Authority of Northern Kentucky (TANK) is requesting proposals from qualified professional consulting firms for the purpose of obtaining a Health Benefit Agent/Broker and Associated Services. All proposals must be submitted in accordance with requirements set forth in the RFP and must be received in the office of Renae Agramonte, Human Resource Manager on or before **2:00pm on Monday, April 23, 2018.**

Copies of the Request for Proposals are available at [www.tankbus.org/connect/procurement](http://www.tankbus.org/connect/procurement) or by contacting Renae Agramonte, Human Resource Manager, at ragramonte@tankbus.org.

TANK hereby notifies all proposers that it reserves the right to award no contract under this RFP. If a contract is entered into pursuant to this RFP, advertisement or solicitation, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals. No one will be subject to discrimination on the basis of age, color, disability, marital status, national origin, race, religion, sex or sexual orientation in consideration for an award.

TANK is an Equal Opportunity Employer.

Andrew Aiello, General Manager  
3/21/2018
Request for Proposal

Health Benefit Agent/Broker & Associated Services

RFP 2018-02

Issued By

Transit Authority of Northern Kentucky
3375 Madison Pike
Ft. Wright, KY 41017
Request for Proposals

Health Benefit Agent/ Broker & Associated Services

RFP 2018-02

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Part I

General Information
1. Basis for Contract Negotiation

This RFP and the resulting proposal shall be used as a basis for contract negotiation.

2. Receipt of Proposals

Sealed proposals, including all required attachments provided in Part IV of this RFP will be marked “Health Benefit Agent/Broker and Associated Services” and will be received at the office of Renae Agramonte, Human Resource Manager, Transit Authority of Northern Kentucky, 3375 Madison Pike, Ft. Wright, Kentucky 41017, until 2:00pm on Monday, April 23, 2018. Proposals received by TANK after that date and time will not be opened or considered. Five (5) copies of the proposal shall be submitted.

3. Proposal Modifications

Written changes to submitted proposals will be accepted if received by TANK prior to the proposal deadline, but only if submitted in a sealed envelope and marked “Health Benefit Agent/Broker and Associated Services”. All changes received after the deadline will not be opened and therefore not considered.

4. Rejection of Proposals

TANK reserves the right to reject any and all proposals. Issuance of this RFP does not bind TANK to award a contract, nor does TANK in any way assume liability for expenses incurred in preparation of any proposals.

5. Proposal Questions

Questions directly related to the requirements of this RFP may be submitted in writing to TANK. Questions must be received by TANK before 2:00pm on Monday, April 9, 2018. These questions may be sent via email to ragramonte@tankbus.org. If any questions are received, responses will be posted as an addendum at www.tankbus.org/connect/procurement no later than 2:00pm on Friday, April 13, 2018.
6. Interviews

TANK reserves the right to schedule interviews with one or more of the proposers before awarding the contract. If conducted, interviews would likely occur on or about April 27, 2018. TANK’s request for an interview in no way constitutes a contract award.

7. Contract Award

TANK reserves the right, as the interests of TANK may require, to postpone, accept, or reject any proposals; to waive informalities in the proposals received, and to award the contract to the most responsive and responsible proposers.

In awarding the contract, TANK reserves the right to consider all elements which help to determine the best proposal for TANK. Any proposal, which is incomplete, conditional, and obscure, contains additions not called for, or includes irregularities of any kind, may be rejected.

A contract shall be awarded to the proposer that TANK deems most responsive and responsible.

8. Proposal Protest Procedures

TANK has adopted Procurement Regulations which contain appropriate procedures to follow if a contractor or prospective contractor feels it has legitimate grounds to protest any aspect of this solicitation, award or resulting contract. Protests may be filed before proposal opening, after opening but prior to award, after award, and/or to FTA subject the conditions outlined in Procurement Regulations. A complete copy of the Procurement Regulation is available upon request.
Part II

Contract Terms
REQUIRED CLAUSES
The following clauses shall be incorporated into any contract that results from this RFP.

CHANGES
Any proposed change in contract(s) resulting from this RFP shall be submitted to TANK for its prior approval and TANK will make any subsequent changes by contract modifications. TANK may, at any time, by a written order, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under contract, an equitable adjustment shall be made in the contract price, and the contract shall be modified in writing accordingly. Any claim by contractor for adjustment under this clause must be asserted within 30 days from the date or receipt by contractor of the change, provided, however, that TANK, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the clause entitled “Breaches and Dispute Resolution” (Section 2.20). However, nothing in this clause shall excuse contractor from proceeding with the contract as changed.

AUDIT AND INSPECTION OF RECORDS
Contractor shall permit the authorized representatives of TANK, its member entities (Kentucky State Auditor, the U.S. Department of Transportation, and the Comptroller General of the United States) access to any books, documents, papers and records of the contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions during the course of the contract and for a period of three (3) years after final payment under the contract.

PROHIBITED INTEREST
No member, officer, trustee or employee of TANK or of a local public body during his/her tenure or one year thereafter shall have any interest, direct or indirect, in a contract or the proceeds thereof.

CONTRACT TERMINATION
In the event a contractor defaults in the performance of any of its obligations under a contract, TANK shall have, in addition to and not in lieu of, all other rights, remedies, and damages to which it may be entitled by reason of such default, the right and option to terminate such contract. In the event TANK exercises such right and option to terminate for default, TANK shall be obligated to pay only for work performed and accepted by TANK prior to the date upon which TANK gives contractor written notice of termination for default, less 1) the amount of all damages suffered by TANK by reason of such default; and 2) any
amount by which the commercially reasonable cost of correcting the default and/or completing the work exceeds the unpaid portion or amount which would have been paid thereunder. If the sum of 1) and 2) plus all amounts previously paid exceed the value of the work performed and accepted by TANK prior to the giving of written notice of default, contractor shall be liable to TANK for such excess.

OWNERSHIP OF DOCUMENTS
TANK shall be the owner of all documents prepared pursuant to a contract or provided to contractor by TANK. Any re-use of the documents by TANK for other than the purpose intended by such contract shall impose no liability on the contractor.

MAINTENANCE OF RECORDS
The contractor shall, at all times, maintain records of actual overhead costs and actual general and administrative costs in conformity with generally accepted accounting principles, and subject to Title 41 of the C.F.R. The contractor shall maintain records of direct labor costs and other applicable payroll expenses. Labor and payroll records shall be in sufficient detail to indicate, at a minimum, employees by name, employee’s time spent on the project, expenses directly associated with the project and itemization of applicable fringe benefit expenses.

PAYMENTS
Contractor shall be paid, upon the submission of activity reports with proper invoices or vouchers, the prices stipulated herein for services rendered and accepted, less deductions, if any, as herein provided, within 30 days.

COVENANT AGAINST CONTINGENT FEES
Proposer warrants that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by proposer for the purpose of securing business. For breach of violation of this warranty, TANK shall have the right to annul any resulting contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

INDEMNIFICATION
Contractor shall indemnify and save harmless TANK, its trustees, officers and employees from and against all loss, costs, liability, damage and expense whether direct, consequential or incidental, for personal injury and for property damage. Such loss, costs, liability, damage and expense arising out of, or resulting in whole or in part, directly or indirectly, from work or operations under the contract but not limited to the acts, errors, omissions and negligence of
contractor’s employees and agents, except to the extent of liability imposed due to TANK’s own negligence, shall be payable as directed by TANK.

**LAWS OF KENTUCKY**
The rights and duties of the parties hereto shall be determined by the laws of the state of Kentucky, and to that end any resulting contract shall be construed and considered as a contract made and to be performed in the County of Kenton, Kentucky.

**WORKER’S COMPENSATION**
Contractor shall comply with the state Workers’ Compensation laws as applicable, and shall pay the necessary premiums required by such laws to cover all employees furnishing the services purchased under the terms of a contract and under the control of contractor, and shall relieve TANK from any costs due to accidents or other liabilities mentioned in said Act. If contractor is a self-insurer under the Kentucky Workers’ Compensation Act, and duly authorized as such, it shall tender to TANK proof of such status. Contractor shall from time to time, upon request, tender to TANK a certificate evidencing its compliance with the Worker’s Compensation Act.

**INDEPENDENT CONTRACTOR**
Contractor shall be and remain an independent contractor with respect to all service performed under contract and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pension, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid under such contract and further agrees to indemnify and save harmless TANK any such contributions or taxes or liabilities thereof.

**APPROVAL OF SUBCONTRACTS**
Contractor shall not enter into any subcontracts without the prior consent of TANK. TANK, in its discretion, may ratify in writing any subcontract. Such ratification shall constitute the consent of TANK required by this paragraph.

**PRICE COMPLETE**
The price quoted in any proposal shall include all costs necessary to fully complete the required services pursuant to a contract. Any items omitted from the proposal which are clearly necessary for the services and their intended use shall be considered a portion of such services although not directly specified or called for in this RFP. No advantage shall be taken by the proposer in the omission of any part or detail which makes the services incomplete.
LIMITED LIABILITY
By virtue of the provisions of Chapter 96A of the Kentucky Revised Statutes, TANK is a political subdivision of the State of Kentucky, a body corporate with all the powers of a corporation. It is understood and agreed that only the corporate entity, Transit Authority of Northern Kentucky shall be liable thereunder.

FEDERAL LAWS AND REGULATIONS
TANK understands that federal laws, regulations, policies, and related administrative practices applicable to a contract on the date the contract is executed may be modified from time to time. TANK and its contractors agree that the most recent of such federal requirements will govern the administration of such contract at any particular time, except if there is sufficient evidence in the contract of a contrary intent. Likewise, new federal laws, regulations, policies and administrative practices may be established after the date the contract has been executed and may apply to a contract. To achieve compliance with changing Federal requirements, TANK must include in all sub assistance agreements and third party contracts financed with government (FTA) assistance, specific notice that federal requirements may change and the changed requirements will apply to the contract as required. All limits or standards set forth in the contract to be observed in the performance of the contract are minimum requirements.

BREACHES AND DISPUTE RESOLUTION
Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of TANK. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to TANK. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of TANK shall be binding upon the Contractor and the Contractor shall abide by the decision.
Performance During Dispute - Unless otherwise directed by TANK, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between TANK and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the TANK is located.
Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition
to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by TANK or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract: Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and
prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
By policy it is the goal of TANK to maximize the use of DBE firms when practical. All contractors to TANK must work to support this effort.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES
The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NON-COLLUSION AFFIDAVIT
Bidders shall submit an affidavit stating that neither bidder, not its agents, nor any other party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract(s) that may result from the RFP and further agrees that no such money or consideration will be hereafter paid. This affidavit must be on the enclosed form provided by TANK, which is found in the Part VI of this RFP.

ENTIRE AGREEMENT
A contract resulting from this RFP shall be the entire agreement between TANK and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Such contract may be amended only by a written instrument signed by both TANK and the contractor.
Part III

Scope of Work, Proposal Format, and Evaluation Methods
1. Overview

The Transit Authority of Northern Kentucky (hereinafter referred to as TANK) health benefit plan is fully insured. Approximately 200 employees and their families are receiving benefits under the TANK plan.

2. Background

TANK is a full service public transit agency which serves the areas of Kenton, Boone, and Campbell Counties in Northern Kentucky. TANK has approximately 280 employees servicing the Operations, Maintenance, Finance/Administration, and the Communications/Development Departments.

The majority of TANK’s employees are members of the Amalgamated Transit Union Local 628. TANK has an annual operating budget of approximately $24 million and carries approximately 3.4 million passengers annually.

Internally, the health insurance program is administered by the Human Resource Manager with the assistance of the General Manager. The Human Resource Manager is under the direction of the General Manager.

3. Purpose and Evaluation Method

TANK is requesting proposals from qualified employee benefits brokerage/consulting firms to serve as TANK’s broker of record with regard to providing group insurance, voluntary insurance/benefits, and other employee benefits.

The broker will be responsible for evaluating existing benefit plans including health, dental, vision, life, prescription drug, and voluntary benefits and recommending the most cost-effective method of providing those benefits including referenced-based pricing, feasibility of full versus self-funding for health insurance and prescription drugs, and other cost-containment strategies.

Service delivery models for consideration include, but are not limited to, brokerage services, membership in multi-jurisdictional pools, and /or direct relationships with an insurance carrier or carriers.

The proposer will also be asked to make recommendations concerning supplemental insurance and/or other benefit programs related to voluntary insurance, COBRA administration, and compliance requirements related to the Affordable Care Act and/or other health care reform legislation, social security and other related laws and regulations. The plan year for all insurance and benefits coincides with the calendar year commencing January 1st.
4. **Scope of Work**

TANK is looking for a benefits partner that can provide professional, highly qualified benefits guidance and services. This includes, but is not limited to:

- Review and analyze claims experience, claim service, and claim administration to ensure maximum benefit to TANK.
- Provide TANK with in-depth analysis of proposed alternatives and assist with the process of selecting the most favorable annual renewal options.
- Appraise TANK of local and national benefit trends and provide benchmark survey data to help calibrate program offerings with employee and employer costs compared to similar organizations within the engineering industry.
- Partner with TANK to effectively manage the vendors that provide insurance or related services to TANK.
- Recommend innovative ideas and new products, programs and services to ensure a competitive, valued and cost effective benefits program.
- Introduce proven programs and ideas to aggressively manage healthcare costs.

5. **Specific Agent / Broker Qualifications.**

**Your Company - Characteristics and Qualifications of the Proposer**

1. Describe the history and organization of your firm. Include your main business (benefits consulting, actuarial consulting, asset manager, insurance provider, etc.), number of employees, number of offices, locations and the office designated to serve TANK’s program.

2. Name the principal and other key personnel who will be fully responsible for the account. Provide a resume or statement of professional qualifications, related educational background and professional certifications of the personnel assigned to this account. Also, list each person’s title as it is conveyed professionally within the firm, and their particular area of expertise.

3. Discuss any impending changes in your organization that could impact the delivery of services.

4. Describe capability to perform Broker of Record duties in full compliance with all federal and state statutes and regulations, including confirmation the Proposer serves as a consultant or broker, independently, and is not affiliated with any insurance company, third party administrative agency or provider network.

5. Provide details of your firm’s financial status and stability along with a copy of your firm’s financial statement.

6. Provide proof that your company carries Errors and Omissions insurance coverage of at least $5 million.

7. Describe your process for negotiating renewals. Be prepared to share examples of your success in negotiating renewals.
**Expertise - Conceptual Strategy**

1. Review existing health insurance and related programs and conduct a risk analysis. Make recommendations for changes in benefit offerings, plan designs, alternate service delivery systems, financing alternatives, employee contributions, and other areas, as appropriate.

2. Describe your conceptual plan for TANK’s health insurance and related benefit program. Include general coverage terms, exclusions, market capacity and constraints, risk aversion or appropriate stop-loss insurance levels, approximate premiums, and deductibles.

3. Describe any performance guarantees your firm will make if awarded a contract with TANK.

4. Provide a detailed work plan for implementing new insurance or related benefit programs. The work plan must include a list of all tasks to be performed, the party responsible for accomplishing the task, the date on which the task needs to be accomplished in time for the start for the new plan year on January 1, 2019.

5. Describe your underwriting and actuarial resources.

6. Describe any special analysis that you would provide to help manage our programs.

7. Describe any web-based or internet interfaces or access means TANK staff will have to third party administrators or insurance carriers for the purposes of enrolling, terminating or checking on the status of employees' benefit elections.

8. Describe your firm’s experience and role(s) conducting employee open enrollment and education sessions. As well as, experience developing and executing a benefits communication strategy. Provide samples of communication tools.

9. Describe your experience managing employee claims escalation.

10. Describe your experience assisting clients with complicated administrative issues and fostering positive resolution.

11. Describe your approach to supporting our programs throughout the plan year.

**Special Services**

1. Describe services you provide to assist with benefits benchmarking

2. Describe how you support the ongoing professional development of your clients.

3. Does your firm provide general Human Resources consulting services and/or support?

4. Does your firm offer actuarial services?
5. Describe any additional services offered by your company that may be of interest to TANK.

**Insurance Marketing Services**

1. List the major insurance companies with which your firm has historical or strong relationships with regard to employee group insurance coverage and benefits.
2. Describe your access to the licensed, excess or surplus lines markets.
3. Describe the insurance marketing expertise of your servicing office and the firm with respect to public-sector, not-for-profit and/or other governmental units.
4. Describe as well as, submit information concerning the firm’s access to specialized technical expertise to assist in identifying and analyzing problems in various areas.

**Service to the Account**

1. Provide examples of quarterly and annual reports the firm has prepared or obtained for clients including, among other relevant information, the complete accounting of fees or commissions earned on the account; a cumulative quarterly and annual premium and loss record; observations on relevant changes in the insurance market or industry and recommendations for potential cost savings for TANK, observations on loss exposures facing TANK and recommendations for minimizing such losses; and insurance policy summaries. If available, please attach a copy of an annual report previously prepared by your firm for a similarly situated public entity.
2. Describe the form and substance of quarterly and annual meetings with TANK staff (to include representatives from Administration, Human Resources and Finance Departments). Also describe the form, frequency and substance of meetings you conduct with major insurance carriers to discuss TANK’s plans, and the means by which that information is conveyed back to TANK.
3. Describe the range of claims management services provided by the servicing office and your firm.
4. Describe your business management information systems to provide and maintain TANK’s loss information. Provide examples of tables, charts, reports, graphical presentations or any other medium you use for conveying information.
5. Describe your ability to produce and annual “benefits statement” to all employees that describes all employee insurance benefits as well as additional wage and expense information for employee, how the value calculated, when the benefit is realized, and the party responsible for providing the benefit.
**Legislative / Compliance – Risk Evaluation and Control**

1. Describe any exposure identification and evaluation assistance that is contemplated in your brokerage service to TANK, and how such work shall be compensated.
2. Do you have in-house legal advisors or outside counsel who provides guidance to you and your clients?
3. Indicate any training, education or other technical or employee services available from your firm and the servicing office, as well as the frequency with which such services are available.
4. Describe your capacity, ability and experience designing and/or administering corporate wellness programs to promote healthy lifestyles and reduce exposure to long-term health costs resulting from chronic or episodic conditions.

**Affordable Care Act and Health Care Reform Legislative Compliance**

1. Provide the means by which education, tools and guidance will be provided concerning compliance requirements related to the Affordable Care Act and/or other health care reform legislation, social security and other related laws and regulations.
2. Describe the means by which notice is provided to TANK of new or pending legislation.
3. Coordinate distribution of mandatory annual notices.
4. Describe the assistance provided regarding compliance and/or notice requirements related to HIPAA, COBRA, Section 125, Schedule A (Form 5500) and Health & Welfare regulatory compliance.

**Reporting and Analytics**

1. Please describe the reporting package available. Please provide samples of reports that are provided on the different intervals including any “Dashboard” style reports.
2. Can your reporting package be customized?
3. Do you integrate Medical Claims and Prescription Claims?
4. Do your reports include predictive modeling?
5. Please describe your audit process to ensure plan administration integrity and accuracy.

**Compensation – Fee Structure**

1. Describe the method(s) by which your firm is compensated, such as fees, commissions or a combination of both. Also, indicate your firm’s willingness to work on a fee basis.
2. Submit other pricing/cost data necessary to carry out this project, including justification for any data submitted.
3. If the firm provides unique or proprietary services, submit a description of such services and the fee including fixed price and/or hourly billing rates.
4. If you are selected as TANK’s proposer, state if you would be willing to sign an affidavit stating you receive no commission, rebates, bonus or other compensation related to your work with TANK other than the fee outlined in your proposal.

5. Confirm your proposed fee is all inclusive for the scope of work outlined in your proposal.

6. What is your company’s philosophy on accepting contingency/override compensation from insurers relative to the placement of insurance programs?

7. Has your firm been subject to any lawsuits or settlements that are specific to compensation disclosure or practices within the last five years?

8. Describe our right to terminate a contract with you to include any minimum contract period requirements.

9. Based on the information provided and the services requested, what is your proposed annual fee? Please make certain to identify any services mentioned in your proposal that are not included in your proposed fee (services that would be an additional expense).

Reference List

1. List and describe the firm’s experience providing service for at least three public-sector, not-for-profit and/or other governmental units with populations, coverage or programs comparable to TANK’s, as well as a description of any underwriting procedures or special plans which have been used to service other accounts.

   For each reference please include:
   - Number of employees
   - Number/type of plans
   - Length of servicing relationship
   - Contact name, title, and phone number

2. Indicate if TANK may independently contact such accounts for an appraisal of comparable services they have received from your firm.

6. Evaluation and Scoring

All proposals will be evaluated and scored based upon the following criteria in priority order:

- Experience and Qualification of Firm
- Approach to Work (including communication with TANK, planning, consultations, innovativeness)
- Experience providing service to similar companies
- Pricing/Fees
- Responsiveness

7. Disclosure

Failure to meet specifications as outlined above or failure to address qualifications in a matter which will permit thorough assessment of an agency / brokerage’s program may be grounds to reject any proposal.
TANK reserves the right to reject individually or collectively all respondents and accept proposals in full or in part. Once submitted, all proposals will become the property of TANK. TANK is not compelled to interview or negotiate with any respondent. Any expenses incurred to complete this RFP will be the respondents' responsibility.
Part IV

Attachments
TRANSIT AUTHORITY OF NORTHERN KENTUCKY
Addenda Acknowledgment Form
RFP 2018-02 Health Benefit Agent/Broker and Associated Services

Addenda Received (if none received write “none received”).

Addendum No.____________ Date Received: ________________
Addendum No.____________ Date Received: ________________
Addendum No.____________ Date Received: ________________

Name of Individual, partner or corporation:
Name: ____________________________________________
Street Address: ______________________________________
City, State and Zip Code ________________________________
Telephone Number: __________________________________
Printed Name: _______________________________________
Authorized Signature: _________________________________
Title: ______________________________________________
TRANSIT AUTHORITY OF NORTHERN KENTUCKY

Non-Collusion Affidavit
RFP 2018-02 Health Benefit Agent/Broker and Associated Services

STATE OF ________________________________

COUNTY OF ______________________________

__________________________________________, being first duly sworn, on
(name)

his/her oath says he/she is________________ of ____________________________

Title ______ Name of Firm

and not a sham or collusive bid, or made in the interest of or on behalf of any collusive
bid, or made in the interest of or on behalf of any person not herein named; and he/she
further states that said bidder has not directly or indirectly induced or solicited any other
bidder for this work to put in a sham bid, or any other person or corporation to refrain
from bidding; and that said bidder has not in any matter sought by collusion to secure to
self-advantage over any other bidder or bidders.

(SIGN HERE): ________________________________

County______________ In and for the State of ______________________________

Subscribed and Sworn to before me this___ day of_________________. ____

__________________________________________

Notary Public

My Commission Expires: ______________________