



Employee Medical Self-Funded Pools Invitation to Negotiate

DATE POSTED: APRIL 15, 2025
TITLE: EMPLOYEE MEDICAL SELF-FUNDED POOLS ITN
NUMBER: ITN 25-01
DUE DATE AND TIME: MAY 9, 2025, at 2:00 P.M. E.D.T.
OPENING DATE AND TIME: MAY 9, 2025, at 2:01 P.M. E.D.T.
LOCATION OF OPENING: 126 S. 7TH AVENUE, WAUCHULA, FL 33873
PURCHASING CONTACT: NICOLE LEAL, AVAIL BENEFITS, LLC., nicole.leal@availbenefits.com

The City of Wauchula, through its employee benefits risk management consultant, Avail Benefits, LLC (“Avail”) solicits your company to submit a Response and negotiate to this Invitation to Negotiate (“ITN”) on the above referenced goods or services. The terms, specifications, and requirements set forth in this ITN are incorporated into your Response. All submittals must be signed by an authorized representative of your company in the space below. All submittals must be submitted and received by the due date and time set forth above. If you do not intend to submit a Response to this ITN, please provide notice of your intent not to respond via email to the Purchasing Contact identified above. If you submit a Response, this page must be completed, signed, and returned as part of your submittal. By submitting a Response, you agree to comply with all terms, conditions, and requirements of this ITN.

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Federal Employer ID Number: _____

Phone Number: _____

Fax: _____

Email: _____

I CERTIFY THAT THIS RESPONSE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A RESPONSE FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS ITN AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS ITN FOR THE RESPONDENT.

Signature: _____

Print Name: _____

Title: _____

Date: _____

1. INTRODUCTION & GENERAL INFORMATION

The City of Wauchula (the “City”) is inviting Responses from employee medical self-funded pools (**not fully-insured programs at this time**), who are licensed and authorized to operate in the State of Florida to provide health insurance offerings by such pools, for its employees and retirees. The City desires to explore the questions set forth in this ITN to determine how a self-funded pool can best serve the City and its employees and retirees. The City has determined that an invitation to bid or request for proposal would not be practicable as those procurement methods do not provide the City the flexibility to explore options and allow negotiations that are necessary for the City to receive the best value and services offered from self-funded pools, and therefore, an ITN is the best method for the City to address this particular issue. The results of this ITN will then be compared with the City’s renewal of the fully-insured program currently in place. Acentria Public Risk is the current Agent of Record/Contract Effectuator for the City.

The listed below items should be considered when responding to this ITN:

- The City currently provides health insurance to employees and retirees through UnitedHealthcare (fully insured medical plan).
- UnitedHealthcare currently provides one (1) health insurance plan in which City employees and retirees may participate: Choice Plus HSA Plan DU77 with Rx 570. The plan is an Affordable Care Act, Fully Compliant plan.
- Health Savings Accounts (HSAs) are currently being offered to eligible employees and are administered by Optum Bank. There is a cost to the Employee in the amount of \$1.00 per month for the HSA administration. Fee may vary if other account options are chosen.
- City of Wauchula provides employer HSA Contributions in the amount of \$1,600.00 for Employee Only and \$3,200.00 for Employee + Spouse, Employee + Child(ren), and Employee + Family.
- The medical plan has a pooling level of \$100,000.00.
- There are currently 80 City employees and 1 retiree, plus spouses and family members, enrolled in the plan (approximately 133 members on the medical plan).
- The City’s COBRA administrator is currently UnitedHealthcare. The City does not currently have any COBRA participants.
- The City does have a wellness program in place. The City currently receives a \$5,000.00 wellness budget from UnitedHealthcare. Employees and spouses enrolled in the medical plan are eligible to participate in the UnitedHealthcare Rewards program, earning up to \$1000.00.
- The City is very interested in Responses that include employee wellness programs at no additional costs and those options that are offered with additional cost.
- The City desires to receive as close to the same plan benefit structure as current for the 2025-26 plan year from the Respondents. However, the City understands this may not be possible from self-funded pools and is also asking the Respondents to provide **ALL** other plan designs available with pricing (\$ dollar amount difference from your most like plan to current along with % percentage of change).
- The City has given consideration to the prices available to it under the rules of the Department of Management Services, Division of Purchasing, and has determined that inviting Responses through this ITN is in the City’s best interest.
- A summary of the medical benefits available under the plan is attached to this ITN.

The enrollment window for current City employees and retirees is tentatively scheduled for August 18, 2025, through August 22, 2025. The effective date for enrollment will be October 1, 2025.

2. ITN SCHEDULE

The ITN process has two phases. The first is the evaluation phase in which an evaluation committee evaluates the Responses to the ITN (each a “Response”), identifies a competitive range of Responses reasonably susceptible of award, and selects one or more Respondents within that range to commence negotiations.

The second phase is the negotiation phase in which a negotiation team negotiates with the selected Respondent(s). During this phase, the team may request revised replies and/or best and final offers based on the

negotiations. After negotiations, the City intends to post a notice of the ranked Respondents. The #1 ranked Respondent's best and final offer will then be compared to the City's current fully-insured program's renewal.

Event

ITN Posted	April 15, 2025
Deadline to Submit Written Questions	April 28, 2025, at 4:00 p.m. EDT
Responses Due	May 9, 2025, at 2:00 p.m. EDT
Responses Opened	May 9, 2025, at 2:01 p.m. EDT
Insurance Committee Meeting to Score Negotiations	May 27, 2025, at 9:00 a.m. EDT
Insurance Committee Meeting to Select (B&F Presentations, if needed)	May 28-June 4, 2025, at TBD
Ranked Respondents Posted	June 5, 2025, at 9:00 a.m. EDT
Selected Response compared to Fully-Insured Renewal	June 5, 2025, at 4:00 p.m. EDT
Recommendation to City Commission (Tentative)	TBD July 14, 2025, at 5:00 p.m. EDT

All dates after the posting date are subject to change at the discretion of the City. Respondents will be notified of any changes by written addenda to the ITN.

3. INFORMATION TO BE INCLUDED IN THE RESPONSE

The Response must include the following information in the following order. **Attachments 8.7 - 8.8** must be completed as best as possible. If sections are unable to be completed, please provide reasoning so that the City does not assume the Response is unresponsive.

3.1 Title Page. Identify the ITN subject, the ITN number, the Respondent's name, address, telephone number and email address, the primary contact person for the Respondent, and the date.

3.2 Table of Contents. Include a clear identification of the material provided by page number.

3.3 Certificate of Compliance. Complete, sign, and return Page 1 of this ITN.

3.4 Eligibility. The Response must include an acknowledgment that the Respondent meets all the following criteria as of the date the Responses are opened. The Response also must include documentation supporting eligibility as indicated below.

3.4.1 Respondent is licensed and authorized to operate in the State of Florida. Provide a copy of the Respondent's current license authorizing it to operate in the State of Florida.

3.5 Experience and Qualifications. The Response must include complete answers to all questions set forth in the Supplemental Questionnaire (**Attachment 8.1**) attached to this ITN.

3.6 Scope of Services. In addition to answering all questions and completing tables (**Attachments 8.7, 8.8.1. and 8.8.2**) in this section, the Response must include complete answers to all questions set forth in the Supplemental Questionnaire, (**Attachment 8.1**) attached to this ITN. The Response must describe in detail each health insurance plan the Respondent proposes for the City. The Respondent is asked to provide Responses as close to current benefits as possible along with **ALL** other plan designs available with pricing (the dollar (\$) amount difference between your most like plan and the City's current plan, along with % percentage of change).

3.6.1 Identification of Differences. Respondent must complete the Current Plan Benefits Comparison Table (**Attachments 8.7**) and must identify all differences between the plan currently provided through UnitedHealthcare and the plan described in the Response.

3.7 Pricing. In addition to answering all questions in this section, the Response must include complete answers to all questions set forth in the Supplemental Questionnaire (**Attachment 8.1**) attached to this ITN. The Response

must include the following pricing information:

3.7.1 The price of each plan the Respondent is willing to provide for City employees and retirees. Respondent must complete the Current Proposed Rate Table (**Attachments 8.8.1 and 8.8.2**) if quoting.

3.7.2 Pricing should not include any commission or service fees to the City's Agent of Record/Contract Effectuator.

3.8 Certification of Compliance with Debarment Regulations. The Response must include the completed and signed Debarment Certification Statement attached to this ITN (**Attachment 8.9**).

3.9 Statement of Drug Free Workplace. A statement regarding whether the Respondent has a drug-free workplace program and a certification that the Respondent's drug-free workplace program meets all of the requirements of Section 287.087, Florida Statutes.

4. ADDENDA, WRITTEN QUESTIONS, AND SUBMISSION OF RESPONSES

4.1 Addenda.

4.1.1 The City reserves the right to modify this ITN at any time after it is posted. Modifications shall be made by written addenda only. Written addenda shall be sent via email by Avail, on behalf of the City, to each entity that has been solicited to respond to this ITN and has not provided notice of its intent not to respond. Written addenda shall also be posted on the City's website at www.cityofwauchula.gov and Demand Star at www.demandstar.com. If necessary, the deadlines set forth in Section 2 shall be extended to permit sufficient time to respond to any addenda.

4.1.2 Notwithstanding the procedure for issuing written addenda set forth in Section 4.1.1, Respondent remains solely responsible for determining whether any written addenda have been issued prior to submitting the Response.

4.2 Written Questions.

4.2.1 Respondents may submit written questions seeking clarification of ITN specifications or requirements. Questions must be submitted prior to the deadline set forth in Section 2. Questions submitted after this deadline and/or questions seeking anything other than clarification of ITN specifications or requirements will not be considered.

4.2.2 All questions must be submitted via email to: Nicole Leal, nicole.leal@availbenefits.com. Questions submitted in any other format or to any other address will not be considered.

4.2.3 Avail, on behalf of the City, will respond to written questions seeking clarification of ITN specifications and requirements by the date set forth in Section 2. Avail will respond only via written addenda to the ITN in accordance with the procedure set forth in Section 4.1. Respondents shall not rely on responses or information provided in any other manner.

4.3 Submission of Responses.

4.3.1 Responses must be submitted and received by the date and time set forth in Section 2. Responses received after the date and time set forth in Section 2 will be rejected as non-responsive.

4.3.2 Responses must be submitted in a sealed envelope or box via registered mail or hand delivery to:

City of Wauchula
ATTN: Stephanie Camacho, City Clerk

126 S. 7th Avenue
Wauchula, FL 33873

4.3.3 The exterior of the sealed envelope or box must identify the ITN name, the ITN number, and the name of the Respondent.

4.3.4 The sealed envelope or box must contain copies of the Response in both paper and electronic format as follows.

4.3.4.1 Paper Copies. Eleven (11) paper copies of the Response shall be submitted. Paper copies shall be on 8.5-inch by 11-inch paper, bound and tabbed. One (1) paper copy shall be clearly marked as the “Original Response.”

4.3.4.2 Electronic Copy. One (1) electronic copy of the Response shall be submitted. The electronic copy shall be in .pdf or .xls (where required) format on a thumb drive. All attachments required for the Respondent to complete must be submitted in the requested electronic format listed in Section 8 (.pdf or .xls)

4.3.5 All copies of the Response must be identical. In the event of any discrepancies between any copies of the Response, the paper copy marked as the “Original Response” shall control.

4.3.6 Responses must be complete when submitted. No additional documentation will be allowed or considered after the Response is submitted. Responses shall be opened at the date and time set forth in Section 2.

5. EVALUATION OF RESPONSES

Phase One:

5.1 Committee Established by City. Responses shall be evaluated and scored by a Committee established by the City. Avail will assist the Committee in an advisory capacity only.

5.2 Initial Analysis. After the Responses are opened, Avail will initially analyze the Responses and prepare an analysis for the Committee.

5.3 Committee Meeting. After Avail prepares the analysis, the Committee shall meet to discuss the Responses. The Committee shall meet to evaluate and score the Responses based on the evaluation criteria below. Avail will be present at the Committee meeting to assist and advise the Committee.

5.4 Scoring. The Committee shall score each Response based on the following criteria:

<u>Category</u>	<u>Maximum Points</u>
Experience and Qualifications	20
Scope of Services	40
Price	40
Total	100

5.5 Identification of Competitive Range of Responses. After all Responses are scored, the Committee shall identify a competitive range of Responses reasonably susceptible of award. The Committee has the sole discretion to determine what constitutes a competitive range.

Phase Two: After the Evaluation Committee has identified the short-list of Responses, Phase Two will proceed as follows:

5.6 Employee Benefits Negotiating Team. A negotiating team will negotiate with the Respondent(s) whose Response is within the short-list of competitive Responses reasonably susceptible of award.

5.7 Non-Competitive Response Not Negotiable. The team will not negotiate with Respondents who submitted Responses that did not make the short-list.

5.8 Effect of Phase One Evaluation or Selection for Negotiation. No presumption of preference or merit in the negotiation process or contract award shall arise from the scores awarded during the evaluation phase and such scores shall not carry over to the negotiation phase. The negotiation team is not bound by the Phase One scoring and will have full authority to reassess any evaluation phase determinations and may consider all information that comes to its attention during the negotiations. Selection for negotiation shall not constitute an award or the acceptance of an offer, and the Respondent acquires no rights as a result of having been selected for negotiation.

5.9 Negotiations. The negotiating team may negotiate sequentially or concurrently (or a combination of both) and may at any time during the negotiation phase eliminate a respondent from further consideration. The team may conclude negotiations at any time and proceed to make a recommendation to the City Manager who will make a recommendation to the City Commission.

Respondents may provide additional information during the negotiation phase. The City reserves the right to negotiate different terms and related price adjustments if the City determines that such changes would provide the best value to the City.

The negotiation team may address proposed alternative terms during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

5.10 Selection Criteria. The City intends to award the contract(s) which provide the best value and meet the objectives of this ITN as set forth above. The criteria the negotiating team will use to determine which Response provides the best value during the negotiation phase are:

5.10.1 The extent to which the services proposed by the Respondent meet the needs of the City, its employees and retirees.

5.10.2 The Respondent's experience and performance record of providing the proposed services.

5.10.3 The pricing offered by the Respondent.

5.10.4 The Respondent's ability to meet the goals of this ITN through the proposed services.

5.11 Conduct of Negotiations. Negotiations may be conducted in-person or by electronic means. Respondents who submit Responses on the short-list of Responses shall provide advance written notice to the negotiating team if they believe any portion of a negotiation meeting is exempt from public records laws and ordinances because it covers proprietary or trade secret information.

5.12 Rights of Employee Benefits Negotiating Team. The negotiating team may:

5.12.1 Schedule additional negotiating sessions with any or all Respondents.

5.12.2 Require any or all Respondents to provide additional, revised, or final written responses addressing specified topics.

5.12.3 Require any or all Respondents to provide written best and final offer(s).

5.12.4 Require any or all Respondents to address services, prices, or conditions offered by any other

Respondent.

5.12.5 Pursue a contract with one (1) or more Respondents for the services encompassed by this ITN, any addenda thereto, and any request for additional, revised, or final written replies or request for best and final offers.

5.12.6 Arrive at an agreement with any Respondent(s), finalize principal contract terms with such Respondent and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.

5.12.7 Decline to conduct further negotiations with any Respondent.

5.12.8 Re-open negotiations with any Respondent.

5.12.9 Take any additional administrative steps deemed necessary in determining the contract award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.

5.12.10 The City, through the negotiating team, has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the Respondent(s) affected, and whether to provide concurrent public notice of such decision.

5.13 **Selection.** After negotiations are concluded, the negotiating team will recommend the Respondent(s) whose Response offers the best value to the City and its members to be compared to the current fully-insured program's renewal. Recommendations shall be made based on the majority vote of the negotiating team, taking into account the selection criteria above.

5.14 **Notice of Ranked Respondents.** Notice of ranked Respondents shall be posted when the negotiating team forwards its recommendation(s) to the City Manager. If the team elects not to recommend that any Response be compared to the current fully-insured program's renewal, notice of intent not to compare and award shall be posted.

5.15 **City Commission Action.** After the time for protests has elapsed, the City Manager shall recommend to the City Commission. The City Commission shall vote on whether to accept the City Manager's recommendation(s). If the City Commission rejects a recommendation, the City Commission may negotiate further any term, condition, specification (including price), and other requirement with the recommended Respondent(s).

6. GENERAL TERMS AND CONDITIONS

6.1 Rejection of Responses. The City reserves the right to reject any and all Responses.

6.2 Waiver of Technicalities and Irregularities. The City reserves the right to waive any irregularities, technicalities, or formalities in any Response.

6.3 Irrevocability of Response. A Response may not be withdrawn without the written consent of the City Manager.

6.4 Applicable Law. Respondents will comply with all applicable Federal, State and Local laws, statutes, regulations, and ordinances, including but not limited to City of Wauchula policies, procedures, ordinances, and regulations. This ITN and any contract awarded under it is governed and interpreted by the laws of the State of Florida. Venue for any action shall lie in the Circuit Court in and for Hardee County, Florida.

6.5 No Reliance on Other Information. Respondents shall rely solely on this ITN, its attachments, and any written addenda thereto. Information obtained from any other source is not binding and shall not be relied upon.

- 6.6 Public Records Law.** Response openings will be public on the date and time they are opened. The public opening will acknowledge receipt of the Responses only. The information contained in Responses will not become public record until thirty (30) days after the date of opening or until the posting of a recommendation for award, whichever occurs first. Thereafter, Responses and all information contained therein will be open for inspection in accordance with Florida public records laws. To the extent a Respondent asserts that any portion of its Response is exempt from disclosure under Florida's public records laws, the Respondent, in its Response, must identify the information it asserts is exempt from disclosure and the specific statutory basis for the exemption. The City retains the sole right to determine, subject to applicable laws and regulations, whether the information identified by the Respondent is exempt from disclosure. The City shall not be liable to the Respondent for releasing any information in response to a public record request regardless of whether the information is exempt from disclosure.
- 6.7 Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By submitting a Response, a Respondent certifies compliance with Section 287.133, Florida Statutes, and with all other applicable laws and regulations regarding public entity crimes.
- 6.8 Conflict of Interest.** This ITN is subject to the provisions of Chapter 112, Florida Statutes, which among other things sets forth restrictions on the ability of City employees acting in a private capacity to do business with the City. Respondents must disclose the name of any employees who are also employed by the City.
- 6.9 Cone of Silence.** Respondents and their lobbyists are prohibited from having any communication concerning this ITN with any Commissioner, Commissioner candidate, City Manager, City Manager candidate, and/or City employee beginning at the time this ITN is posted and continuing until the contract is awarded approved by the Commission. The City shall reject as non-responsive any Response submitted by a Respondent who violates this provision.
- 6.10 No Gratuities.** Respondents and their lobbyists are prohibited from providing or offering to provide any gratuity, favor, or other item of value for the purpose of influencing the decision regarding this ITN. The City shall reject as non-responsive any Response submitted by a Respondent who violates this provision.
- 6.11 Non-Discrimination.** Respondent shall not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, national origin, or any other class protected under state or federal law. Respondent shall fully comply with all applicable Americans with Disabilities Act laws and regulations.
- 6.12 Deviations from ITN.** The awarded Firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this Invitation to Negotiate. The decision as to whether an item fully complies with the stated requirements rests solely with the City.
- 6.13 Vendor Registration.** If awarded the contract, the Respondent must complete any required vendor registration process prior to execution of the contract.
- 6.14 Protest of Award.** Any Respondent who desires to protest the Committee's scoring decision shall file a notice of protest, in writing, within 72 hours after the notice of ranked Respondents, and shall file a formal written protest within 10 calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the City is closed shall be excluded from the computation of the 72-hour notice of protest period. Protests are governed by and must comply with all applicable provisions of the City of Wauchula Purchasing Policy. Notices of protest and formal written protests shall be filed at 126 S. 7th Avenue, Wauchula, FL 33873. Failure to timely file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other

security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

7. TERMS OF CONTRACT AWARDED UNDER THIS ITN

Respondents agree that the following contract terms shall be included in any contract awarded under this ITN, unless these terms are modified or waived by the City at its sole discretion. All references to a “contractor” in this Section refer to the Respondent who is awarded the contract under this ITN. The City reserves the right to include additional terms in the contract.

7.1 Cancellation. The contract may be cancelled by the City for any reason upon thirty (30) days advance written notice.

7.2 Indemnification. To the extent permitted by law, contractor shall defend, indemnify, and hold harmless the City, its officers and employees from any and all claims, liabilities, damages, losses, including but not limited to reasonable attorney’s fees, arising from the actual or alleged negligence, recklessness, intentional misconduct, and/or any other act or omission of contractor, its employees, officers, or agents, committed in connection with contractor’s performance of the contract.

7.3 Insurance. Without limiting its liability, the contractor shall be required to procure and maintain during the life of the contract, at its own expense, insurance of the types and in the minimum amounts stated below as will protect the contractor and the City from claims which may arise out of or result from the performance of the contract.

7.3.1 Workers’ Compensation Insurance covering all employees in compliance with applicable state and federal laws. Such insurance must include Employer’s Liability Coverage with a minimum limit of \$1,000,000 for each accident.

7.3.2 Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. Such insurance shall include Premises and/or Operations Coverage; Independent Contractors and Products and/or Completed Operations Coverage; Broad Form Property Damage Coverage; and Contractual Liability Endorsement.

7.3.3 Business Vehicular Liability Insurance with minimum limits of \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. Such insurance shall include Owned Vehicles Coverage, Hired and Non-Owned Vehicles Coverage and Employees Non-Ownership Coverage.

7.3.4 Professional Liability (Errors and Omissions) Coverage with minimum limits of \$1,000,000 per occurrence with respect to negligent acts, errors, or omissions in connection with the professional services to be provided and any deductible not to exceed \$50,000 each claim.

7.3.5 The City shall be listed as an Additional Insured on the Comprehensive General Liability policy. In the event such a policy expires prior to the termination of the contract, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

7.3.6 Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements herein. All certificates of insurance must be on file with and approved by the City before the commencement of performance under the contract. Waivers of subrogation shall also be provided upon approval of the applicable insurers.

7.3.7 The contractor shall “flow down” the requirements of this provision to all subcontractors.

7.3.8 The limits of insurance required above must be retained throughout the term of the contract. The contractor

must notify the City immediately if any of the required coverage limits are reduced due to claim activity or for any other reason.

7.3.9 Policies shall be written on an “occurrence” basis.

7.4 Designated Contact. Contractor shall appoint a person to act as the primary contact with the City. The person appointed as primary contact shall be readily available during normal business hours and have sufficient knowledge to communicate with the City regarding the terms of the contract and the insurance provided to City employees and retirees.

7.5 Ownership of Records. All records created for or provided to the City in connection with the contract shall become and remain the sole property of the City. Upon termination of the contract, the contractor shall deliver to the City all documents, including reports and all other data and material prepared or obtained by the contractor, in connection with the project.

7.6 Storage and Access to Records. All records of contractor and any subcontractor of contractor created or maintained in connection with the contract shall be made available, upon request by the City, for inspection and copying. Contractor shall maintain auditable records concerning the contract adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made.

8. LIST OF ATTACHMENTS

- 8.1** Supplemental Questionnaire (printed and electronic Responses (.pdf or .xls) to be completed by the Respondent)
- 8.2** Detailed Benefit Summary UnitedHealthcare, Choice Plus HSA Plan DU77 with Rx 570
- 8.3** UHC Rewards Payout Structure
- 8.4** Census Report (All active and retired employees including sex, zip, date of birth, employment status and coverage level)
- 8.5** Premium vs Claims Reports
 - 8.5.1** Premium vs Claims 10/01/2021 – 09/30/2022 *UHC can only go back 34 months of service and 36 months of paid*
 - 8.5.2** Premium vs Claims 01/01/2022 – 09/30/2022
 - 8.5.3** Premium vs Claims 10/01/2022 – 09/30/2023
 - 8.5.4** Premium vs Claims 10/01/2023 – 09/30/2024
 - 8.5.5** Premium vs Claims 10/01/2024 – 11/30/2024
 - 8.5.6** Premium vs Claims 12/01/2022 – 11/30/2024
- 8.6** Current Plan Monthly Rate Contribution Table – 3 Year History
- 8.7** Current Plan Benefits Comparison Table (printed and electronic Responses (.xls) to be completed by the Respondent)
- 8.8** Proposed Plan Rate Tables (printed and electronic Responses (.xls) to be completed by the Respondent)
 - 8.8.1** Current (Or as Close to Current) Plan Proposed Rate Table
 - 8.8.2** Other Plan Design Proposed Rate Table
- 8.9** Certification of Compliance with Debarment Regulations

The following reports were requested from UnitedHealthcare but not received:

- High Cost Claims by Claimant with diagnosis, claim amount, date of service, and if ongoing
- Top 25 Drugs by Prescription to include Drug name, NDC, Dosage, and Tiering Structure
- Top 25 Providers
 - Inpatient to include Provider name, 9-Digit TIN, NPI, zip code, claims amount, and number of visits
 - Outpatient to include Provider name, 9-Digit TIN, NPI, zip code, claims amount, and number of visits

UnitedHealthcare gave the response: “We cannot release due to size.”