

Date Issued: March 12, 2025

THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS – EMPLOYEE BENEFITS PROGRAM
NEGOTIATED ACQUISITION DEPENDENT ELIGIBILITY AUDIT SERVICES

EPIN #: 00225N0002

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THE FOLLOWING REQUIRED DOCUMENTS MUST BE DOWNLOADED FROM THE OLR WEB SITE BY REGISTERING AT <http://www1.nyc.gov/site/olr/about/about-rfp.page> (SEE SECTION MARKED IMPORTANT):

- 1) Appendix A – General Provisions Governing Contract for Consultants, Professional, Technical Human, and Client Services
- 2) Appendix B - Identifying Information Rider
- 3) Whistleblower Protection Expansion Act Rider
- 4) Iran Divestment Act Rider Certification Form
- 5) Subcontractor Compliance Notice
- 6) NYC Hiring and Employment Rider
- 7) Paid Sick Leave Law Contract Rider
- 8) Doing Business Accountability Project FAQ & Data Form

IN ADDITION, PROPOSERS ARE ADVISED TO RETURN TO THE PLAN’S WEB SITE PERIODICALLY TO CHECK FOR ANY POSTED ADDENDA TO THE RFP.

AUTHORIZED AGENCY CONTACT PERSON

Respondents are advised that the Authorized Agency Contact Person for all matters concerning this Negotiated Acquisition is:

Name: **Dean Weltman**
Title: **Agency Chief Contracting Officer**
Mailing Address: **22 Cortlandt Street, 28th Floor, New York, NY 10007**
E-mail Address: dweltman@olr.nyc.gov

In order to obtain the Negotiated Acquisition and related material, you must register your company online at <http://www1.nyc.gov/site/olr/about/about-rfp.page>. This link will take you to the Office of Labor Relations’ “**Request For Proposals**” page. Click on the “**Register Here**” link where you can register your company.

By registering, you ensure that your company will have access to any addenda which may be released. However, you must register each time you visit the site to view if any addenda have been released. It is each Proposer’s responsibility to register and regularly check for updates, addenda, and additional information.

SECTION I - TIMETABLE

A. Release Date of this Negotiated Acquisition: March 12, 2025

All questions and requests for additional information concerning this Negotiated Acquisition should be directed to Dean Weltman, the Authorized Agency Contact Person at:

E-Mail Address: dweltman@olr.nyc.gov

Respondents should submit questions no later than 8 days prior to the Negotiated Acquisition due date since the Agency may be unable to respond to questions received after that date.

1. Negotiated Acquisition Due Date and Time and Location:

Date: April 18, 2025
Time: 2:00pm Eastern Time

Submission Method: Please note that this procurement is being solicited through the Procurement and Sourcing Solutions Portal (PASSPort). All documents related to this solicitation will be available in PASSPort and all responses should be submitted via PASSPort and in accordance with directions provided by the Agency.

Responses received after the Negotiated Acquisition Due Date and Time are late and shall not be accepted by the Agency, except as provided under New York City's Procurement Policy Board Rules. The Agency will consider requests made to the Authorized Agency Contact Person to extend the Negotiated Acquisition Due Date and Time prescribed above. However, unless the Agency issues a written addendum to this Negotiated Acquisition which extends the Due Date and Time for all respondents, the Due Date and Time prescribed above for responses shall remain in effect.

2. Anticipated Contract Start Date: July 1, 2025

SECTION II - SUMMARY OF THE NEGOTIATED ACQUISITION

A. Purpose of Negotiated Acquisition

This Negotiated Acquisition (NA) is issued by the Mayor’s Office of Labor Relations – Employee Benefits Program (OLR). The purpose of this NA is to secure the services of a qualified entity to administer a population-based, multi-segmented verification of dependent eligibility audit for OLR in its administration of the New York City Health Benefits Program either directly or through subcontracts with organizations qualified to perform all or some of the Project Services required by this NA, on or about effective July 1, 2025.

1. Anticipated Contract Term

It is anticipated that the term of the contract(s) awarded from this NA will be July 1, 2025 to June 30, 2028. OLR reserves the right, prior to contract award, to determine the length of the contract term.

2. Anticipated Available Funding

It is anticipated that the available funding for the contract awarded from this NA will be \$3,000,000.

3. Anticipated Payment Structure

The payment structure of the contract awarded from this NA will be based on following:

- Fifteen percent (15%) of the total quoted fee thirty (30) days after completion of the dependent verification audit for the segment(s) of the population to be determined for Phase 1 of the project;
- Fifteen percent (15%) of the quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 2 of the project;
- Fifteen percent (15%) of the quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 3 of the project;
- Fifteen percent (15%) of the total quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 4 of the project;
- Fifteen percent (15%) of the total quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 5 of the project;
- Fifteen percent (15%) of the total quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 6 of the project;
- The final ten percent (10%) of the quoted fee, adjusted for any performance guarantee credits, will be paid sixty (60) days after completion of the Project to the City’s satisfaction.

4. Minimum Qualification Requirements

The below are the Minimum Qualification Requirements of this NA. Responses that fail to meet all of these requirements will be rejected.

1. Vendor is licensed (or will be by the contract start date), and produce proof of license, to conduct business in the State of New York and provide such services as are described in the NA.
2. Vendor: (i) is not in arrears to the City of New York upon any debt or contract; (ii) has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York; and (iii) that there are no proceedings pending relating to the responsibility or qualification of the Vendor to receive public contracts.

SECTION III - SCOPE OF WORK AND M/WBE REQUIREMENTS

A. Agency/Department Goals and Objectives for this NA

The Agency's/Department's goals and objectives for this NA are to secure the services of a qualified entity to administer a verification of dependent eligibility audit for OLR in its role as administrator of the New York City Health Benefits Program (HBP) either directly or through subcontracts with organizations qualified to perform all or some of the Project Services required by this NA, on or about effective July 1, 2025.

HBP is constructed through the collective bargaining process between the City and the Municipal Labor Committee (MLC), an umbrella organization to which the municipal unions belong. The City of New York currently provides many health plan options for City employees, Participating Employers employees, pre-Medicare Retirees and Medicare eligible retirees and their dependents.

Through HBP, the City provides coverage to approximately 650,000 City employees, Participating Employers employees, pre-Medicare Retirees and Medicare eligible retirees, as of December 31, 2024. Eligible covered dependents bring the total number of covered lives to approximately 1,200,000.

HBP provides a variety of different health benefit coverage options for City employees, Participating Employers employees, pre-Medicare Retirees and Medicare eligible retirees and their dependents, please refer to New York City Summary Program Description - Health Benefits Program located on the OLR website at:

<http://www1.nyc.gov/site/olr/health/summaryofplans/health-full-spd-page.page>

The Health Benefits Program is currently administered in accordance with the present plan provisions and program description as indicated in New York City Summary Program Description - Health Benefits Program located on the OLR website at: <http://www1.nyc.gov/site/olr/health/summaryofplans/health-full-spd-page.page>

OLR's objective is to achieve this population-based, multi-segmented dependent eligibility audit through vendors who are qualified to perform the services required by this NA within the time constraints and in an efficient and expeditious manner.

B. Agency/Department Assumptions Regarding Program Requirements

A. Agency Goals and Objectives for this NA

Upon award and registration of the Agreement by the Office of the New York City Comptroller, OLR and Contractor shall meet to determine the number segments per Phase of the verification of dependent eligibility audit, of which there will be six (6) Phases. Within each segment in any given Phase, there will be the following:

- a 30-Day Implementation Period, to develop and update, as needed, a written implementation plan for the DEVA Project as defined below.
- Eligibility Verification Period, in which Enrollees will be required to provide proof of each Dependent's eligibility directly to the Contractor. The Eligibility Verification Period will be performed in up to, but no more than three (3) Stages. The duration and composition of the Stages will be conducted as mutually agreed upon by OLR and the Contractor.
- 60-Day Appeal and Reinstatement Period(s) associated with each Phase, which will be used to process coverage Reinstatements when the Enrollee files an Appeal and a determination is made by the Contractor that the termination of the Dependent's coverage should be repealed, based on review of supporting documents provided by the Enrollee or Dependent.

- All DEVA Project Services, including DEVA verification services and completion of the 60-Day Appeal and Reinstatement Period(s), are intended to be completed within thirty-six (36) months of the Agreement start date.

B. Agency Assumptions Regarding Contractor Experience

- Provided dependent eligibility verification services for a minimum of five (5) years;
- Provided dependent eligibility verification services comparable to the services outlined in the NA for at least one (1) client in the past three (3) years with a size of at least one hundred fifty thousand Dependent lives subject to audit verification services;

C. Agency Assumptions Regarding Organizational Capability

- Certifies that its entire DEVA Project is fully HIPAA compliant;
- Guarantees a return on investment, of at least three to one (3:1) for the Project including administration of the Eligibility Verification Period and the Appeal and Reinstatement Period(s);
- Acknowledges and agrees that:
 - all enrollment data provided is being provided to the Contractor solely for the purposes of allowing the Contractor to fulfill its duties and responsibilities under the Agreement;
 - said materials are the sole property of the City; and
 - Contractor will not share, sell, release, or make the data available to third parties in any manner without the written consent of the City, except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State or federal law;
- Agrees to provide minimum service levels for performance guarantees and credits, as defined in the NA;

D. Agency Assumptions Regarding Contractor Approach

During the term of the Agreement that results from this NA, the Contractor will be responsible for the performance of all those services/tasks as set forth:

1. **Project Team:** Throughout the term of the Agreement that results from this NA, the Contractor must:

- Maintain an organization of sufficient size with staff that possess the necessary skills and experience to administer, manage, and oversee all aspects of the DEVA Project during implementation and operation;
- Dedicate a project manager who will be available full-time for the entire term of the DEVA Project and who has at least three (3) years' experience serving as a project manager. The Contractor must advise the OLR immediately if replacement of the project manager is contemplated during the term of this DEVA Project;
- Assign a project management team that is experienced, accessible, and sufficiently staffed to provide timely (one (1) Business Day) responses to administrative concerns and inquiries posed by the Department, and other users designated by OLR, for the duration of the Agreement to the satisfaction OLR; and
- Immediately notify OLR of actual or anticipated events affecting the delivery of services to the City and present options available to minimize or eliminate the impact of those events on the delivery of Project Services.

2. **Project Implementation:** During the 30-Day Implementation Period of each segment of the DEVA Project the Contractor must:

- Develop and update, as needed, a written implementation plan for the DEVA Project as requested in NA. The implementation plan must be detailed and comprehensive and demonstrate a firm commitment by the Contractor to complete all implementation activities within the 60-Day Implementation Period. For all tasks that require OLR review and approval, a minimum review period of five (5) Business Days must be built into the implementation plan; and
- Undertake and complete all implementation activities, including but not limited to those specific activities set forth below. Such implementation activities must be completed no later than the first Day following the 60-Day Implementation Period and includes:
 - 1) Planning and testing the transmission of data to/from OLR as outlined in this NA;
 - 2) Establishing and maintaining a fully trained call center as outlined in this NA;

- 3) Establishing a secure online web portal providing access for Enrollees and OLR; and
- 4) Developing Enrollee communications for review and approval by OLR

3. **Electronic Transfer of Data:** Throughout the term of the Agreement that results from this NA, the Contractor must:
 - a. Receive and transmit Dependent data in a secure electronic format and on a schedule mutually agreed upon by the Contractor and the OLR;
 - b. Receive/transmit data in the format required by OLR;
 - c. Ensure all electronic transfer of data and/or storage of files is located solely in the United States;
 - d. Maintain a HIPAA compliant level of security to protect the confidentiality of all Enrollee/Dependent information;
 - e. Have a disaster recovery plan in place that is applicable to this DEVA Project;
4. **Call Center Services:** Throughout the term of the Agreement that results from this NA, the Contractor must:
 - a. Establish a dedicated toll-free telephone number that Enrollees can call with questions during the Eligibility Verification Period, and the Appeal and Reinstatement Period(s). The Contractor must maintain a call center with a staffing level sufficient to meet the call center performance guarantees. The Contractor must dedicate a core staff to service OLR's account;
 - b. Establish a call center, located in the United States and staffed with fully trained call center representatives and supervisors, with representatives available, at a minimum, from 8:00 a.m. to 8:00 p.m. ET, except for Business Holidays observed by the State. The Contractor's call center technology must have a system to log and track all inquiries. The system must include call type, actions and resolutions. Call center representatives must be trained to respond to questions and inquiries including, but not limited to, Dependent eligibility and status of documentation review. Any inquiries that cannot be answered in the initial phone call must be responded to either by telephone or in writing within five (5) Business Days;
 - c. Escalate complex and/or difficult calls to more experienced representatives and ultimately supervisory staff;
 - d. Staff the call center during the Appeal and Reinstatement Period(s) to assist Enrollees who submit documentation that supports reinstating the terminated Dependent's coverage;
5. **Secure Online Web Portal:** Throughout the term of the Agreement resulting from this NA, the Contractor must:
 - a. Establish a secure online web portal, which allows Enrollees to submit, and confirm submission of, eligibility documentation. The secure online web portal must be available twenty-four hours a day, seven (7) days a week, except for regularly scheduled maintenance. OLR shall be notified of all regularly scheduled maintenance at least one (1) Business Day prior to such maintenance being performed; and
 - b. Maintain a secure online web portal that allows Enrollees to perform the following:
 - 1) Upload documentation;
 - 2) Check Dependent eligibility status in real-time;
 - 3) View all communications sent from the Contractor to the Enrollee;
 - 4) Review FAQ's that have been developed by the Contractor and approved by OLR;
 - 5) Allows Enrollees to get answers to questions via secure email and/or a chat function;
 - 6) Access customer service contact information including address(es), phone number(s) and email address(es);
 - 7) Allows the Department to compile periodic management reports documenting the progress and outcomes of the DEVA Project via the secure online web portal; and
 - 8) Allows OLR to have view only access to Dependent eligibility status.
 - c. Allows cobranding of the secure online portal by incorporating the City logo.
6. **Eligibility Verification Period, and Appeal and Reinstatement Period(s):** Throughout the term of the Agreement resulting from this NA, the Contractor must:
 - a. Administer up to three (3) Stages of eligibility verification during the Eligibility Verification Period. Administration of the Eligibility period shall include, but not be limited to, sending communication materials to Enrollees regarding the Eligibility Verification Period, providing call center support, receiving and processing documents to verify eligibility, and the reporting of ineligible Dependents to OLR. The Dependent eligibility audit tasks must conform to NYC Health Benefits Program eligibility requirements;

- b. Administer an Appeal and Reinstatement Period(s) for Dependents who were terminated because sufficient documentation was not provided on a timely basis and who subsequently are able to provide the documentation. OLR requires the Contractor to complete Reinstatements quickly and accurately and provide the Reinstatement File to OLR;
- c. Transmit termination and reinstatement files on a schedule as outlined as set forth in the NA; and

7. Communication Material: Throughout the term of the Agreement resulting from this NA, the Contractor must:

- a. Develop customized Enrollee communications, subject to written approval by OLR for the Eligibility Verification Period, and the Appeal and Reinstatement Period(s). The communications must provide sufficient detail so the Enrollee can clearly identify:
 - 1) Dependent children for whom documentation must be submitted to verify coverage;
 - 2) Spouse or Domestic Partner for whom documentation must be submitted (excluding Spouse and Domestic Partner verified in the prior audit for whom eligibility does not need to be confirmed);
 - 3) Dates by which documentation must be submitted; and
 - 4) Termination date for Dependents deemed ineligible for coverage. The final letter must allow the Enrollee fourteen (14) Business Days for response prior to terminating the Dependent.
- b. Send different Enrollee communications for different types of Dependents (i.e. Dependent child versus Spouse/Domestic Partner) and New York City Health Benefits Program populations (NYC active employees and retirees versus Participating Employer (PE));
- c. Mail sufficient Department approved Enrollee communication material to achieve the ROI guarantee as outlined in the NA;
- d. Use a dedicated P.O. Box or other address as approved by the Department as the return address for all Enrollee communications; and
- e. Acknowledge that the cost of all Project Services communication mailings (including postage) will be paid by the Contractor and will be considered by OLR as being included in the total DEVA Project cost submitted by the Contractor.

8. Outgoing and Returned Mail Process: Throughout the term of the Agreement resulting from this NA, the Offeror must:

- a. Use USPS software as needed for simple address clarification purposes. National Change of Address (NCOA) software should not be used as NYC Health Benefits Program policy is that address changes must be requested by the Enrollee only;
- b. Provide mailing samples during the Implementation Period for testing and OLR approval before mailing to Enrollees. OLR will review and approve or deny within two (2) Business Days;
- c. Provide a weekly file of returned mail, as outlined in the NA to OLR;
- d. Accept one or more updated enrollment files, as outlined in the NA, containing corrected addresses, which the Contractor must load into their system within one (1) Business Day of receipt, should OLR determine such files are necessary.

9. Reporting: Throughout the term of the Agreement resulting from this NA, the Contractor must:

- a. Work with OLR to develop reports acceptable to the City for the Eligibility Verification Period, and Appeal and Reinstatement Period(s), that include, but are not limited to, measurement of the Contractor's response rates and outcomes, adherence to Agreement requirements, and measurement of performance guarantees. Reporting will be at intervals mutually agreed upon by OLR and the Contractor. Reporting, at a minimum, must cover:
 - 1) Verification Status Summary Report – to provide information on each letter mailed and received including number of letters mailed, number of responders, number of complete documentation received, number of incomplete documentation received, number of non-responders, number of returned mail, number of Appeals received, number of Appeals accepted, and number of Appeals rejected. The report will be required daily and may transition to weekly at the sole discretion of OLR;
 - 2) Call Center Statistics – report detailing each day's call center activity including, but not limited to, the number of calls, telephone response rate, telephone abandonment rate, and telephone blockage rate. The report will be required daily and may transition to weekly at the sole discretion of OLR;

- 3) Secure Online Portal Statistics – weekly report providing information on the number of documents received daily, and the percent (%) processed within three (3) Business Days and the percent (%) processed within five (5) Business Days;
- 4) Weekly Management Summary Report – provide progress of the DEVA Project and milestones met;
- 5) Results File – identifying Dependents to be terminated from coverage. A file will be required at the end of each Stage of the Eligibility Verification Period;
- 6) Reinstatement File – identifying those Dependents that are terminated during the audit and acceptable documentation is subsequently received prior to the completion of the DEVA Project. The report will be required on a daily basis and must include all Reinstatements processed on the previous Business Day;
- 7) Terminated and Deceased File – a file shall be sent from OLR to the Offeror on a weekly basis after the start of the Eligibility Verification Period. The file will identify Enrollees and/or Dependents who have had coverage terminated or were identified as deceased after the initial population was identified;
- 8) Guarantee Report – summarizing the Contractor's compliance with all Agreement guarantees (with the exception of the ROI Guarantee, which will be calculated by OLR). This report is to be provided 30 Days after the conclusion of the DEVA Project;
- 9) Final Project Report – summarizing the DEVA Project outcome and suggestions, including draft forms/documents, to improve the OLR's ongoing management of Dependent eligibility. This report is to be provided 90 Days after the conclusion of the DEVA Project;
- 10) Ad Hoc Reports – OLR may, on occasion, request ad hoc reports or other data analysis to monitor Project Services and contract compliance. The format, frequency, and due dates for such reports, if any, will be specified by OLR to the Contractor during the term of the Agreement that results from this NA; and
- 11) File of Returned Mail– provides a complete listing of mail returned to the Contractor due to incorrect addresses. The file will be required weekly at the discretion of OLR.

10. Project Return on Investment (ROI) – Throughout the term of the Agreement resulting from this NA, the Contractor must:

- a. Guarantee a return on investment of at least 3:1 (Total Savings of at least three times the total DEVA Project cost) for the DEVA Project including administration of the Eligibility Verification Period and the Appeal and Reinstatement Period(s);
- b. Total Savings will be calculated by OLR and will be based on the New York City Health Benefits Program enrollment membership at the time of the audit. The Total Savings shall be calculated as follows (see Attachment 3: Sample Return On Investment Calculation):
 - 1) For the GHI CBP/Anthem Blue Cross Blue Shield Plan (GHI-CBP), the savings shall be calculated by OLR as the average annual paid claims amount per Dependent determined to be ineligible by the Contractor multiplied by the number of Dependents disenrolled. The annual paid claims per Dependent shall be calculated by OLR as the claims paid for each Dependent determined ineligible for the period 2023-2024 divided by the number of months such Dependent was enrolled in the GHI-CBP during that period multiplied by 12. PLUS
 - 2) For all other NYC Health Benefits Program Plans, (HIP HMO Preferred /EPO/POS) Dependents, annual savings calculated as the difference between Family and Individual 2024 Net Premium multiplied by the number of Family Policies that changed to Individual as a result of all Dependents being determined to not be eligible. PLUS
 - 3) Annual savings of Medicare Part B Premium reimbursement paid for Medicare Dependents determined not eligible by the Contractor based on the standard 2024 monthly Medicare Part B Premium amount.

11. Performance Guarantees:

- a. The Parties agree that the following guarantees and the corresponding credit amounts for failure to meet the Contractor Performance Guarantees shall be implemented effective the first Day following a 30-Day Implementation Period.
 - 1) Implementation and Start-up Guarantee and Credit Amount

- a) Guarantee: The Contractor guarantees that all implementation and start-up activities listed in the NA will be in place on the Implementation Date.
 - b) Credit Amount: If the Contractor fails to complete all implementation and startup activities within the Implementation Period, the Contractor shall credit against the Project Fees \$1,250 per Day that the Contractor fails to assume full operational responsibility to the satisfaction of OLR.
- 2) Call Center Availability Guarantee and Credit Amount
- a) Guarantee: The Contractor guarantees the call center toll-free telephone line will be operational and available to callers at least ninety-eight percent (98%) of the Contractor's Call Center Hours. The call center availability will be reported daily, and may transition to weekly at the discretion of OLR, and calculated for the term of the Agreement.
 - b) Credit Amount: For each .01 to 1% below the standard of ninety-eight percent (98%) that the Contractor's toll-free telephone line is not operational and available to callers during the Contractor's Call Center Hours, the Contractor shall credit against the Project Fees the amount of \$10,000.
- 3) Call Center Telephone Response Time Guarantee and Credit Amount
- a) Guarantee: The Contractor guarantees the call center toll-free telephone line will be answered by a call center representative within 45 seconds at least ninety percent (90%) of the time during the Contractor's Call Center Hours. The call center response time will be reported daily, and may transition to weekly at the discretion of OLR, and calculated for the term of the Agreement.
 - b) Credit Amount: For each .01 to 1% of incoming calls to the Contractor's telephone line below the standard of ninety percent (90%) that is not answered by a call center representative within 45 seconds, Contractor shall credit against the Project Fees the amount of \$10,000.
- 4) Telephone Abandonment Rate Guarantee and Credit Amount
- a) Guarantee: The Contractor guarantees that incoming calls to the Contractor's call center toll-free telephone line in which the caller disconnects prior to the call being answered by a call center representative will not exceed the standard of three percent (3%) of total incoming calls. The call center telephone abandonment rate will be reported daily and may transition to weekly at the discretion of OLR, and calculated for the term of the Agreement.
 - b) Credit Amount: For each .01 to 1% of incoming calls to the Contractor's call center toll-free telephone line in which the caller disconnects prior to the call being answered by a call center representative in excess of the standard of three percent (3%) of total incoming calls, the Contractor shall credit against the Project Fees the amount of \$10,000.
- 5) Telephone Blockage Rate Guarantee and Credit Amount
- a) Guarantee: The Contractor guarantees that incoming calls to the call center toll-free telephone line that are blocked by a busy signal shall not exceed the standard of one percent (1%) of total incoming calls. The call center telephone line blockage rate will be reported daily, and may transition to weekly at the discretion of OLR, and calculated for the term of the Agreement.
 - b) Credit Amount: For each .01 to 1% of incoming calls to the call center toll-free telephone line that are blocked by a busy signal, in excess of the standard of one percent (1%) of total incoming calls, the Contractor shall credit against the Project's Fees the amount of \$10,000.
- 6) Secure Online Web Portal Guarantee and Credit Amount
- a) Guarantee: The Contractor must guarantee that ninety-five percent (95%) of all documents submitted by Enrollees, regardless of method of submission, will be uploaded, processed and viewable on the Contractor's secure online web portal within three (3) Business Days of receipt and one-hundred percent (100%) will be uploaded, processed and viewable on the Contractor's secure online web portal within five (5) Business Days of receipt. The document processing time shall be reported weekly and calculated for the term of the Agreement.
 - b) Credit Amount: For each .01 to 1% below the standard of ninety-five percent (95%) of all documents received that are not uploaded, processed and viewable on the Contractor's secure online web portal within three (3) Business Days, the Contractor shall credit against the Project Fees the amount of \$10,000. Additionally for each .01 to 1% below the standard of one-

hundred percent (100%) of all documents received that are not uploaded, processed and viewable on the Contractor's secure online web portal within five (5) Business Days, the Contractor shall credit against the Project Fees the amount of \$10,000.

7) Reporting Guarantee and Credit Amount

- a) Guarantee: The Contractor must guarantee that accurate management reports as specified in the NA will be delivered to OLR no later than their respective due dates inclusive of the date of receipt and supply the reports in an electronic format (Microsoft Access, Excel, Word) as determined by OLR.
- b) Credit Amount: For each management report that is not received by its respective due date, the Contractor shall credit against the Project Fees \$1,250 per report per each Business Day between the due date and the date the management report is received by the OLR inclusive of the date of receipt.

8) Return on Investment Guarantee and Credit Amount

- a) Guarantee: The Contractor must guarantee a ROI of at least 3:1 for the administration of the Eligibility Verification Period and the Appeal and Reinstatement Period(s): Total savings of at least three (3) times the total DEVA Project cost. Total savings shall be calculated by OLR, as defined in the NA. See Attachment 3: Sample Return On Investment Calculation.
- b) Credit Amount: If total savings calculated by OLR is less than three (3) times the total DEVA Project cost charged under the Agreement, the Contractor shall credit against the total Project Fees the difference between three (3) times the total DEVA Project cost and actual total savings as calculated by OLR, not to exceed the total Project Fees charged under the Agreement.

C. Agency Assumptions Regarding Payment Structure

It is anticipated that the payment structure of the contract awarded from this NA will be based on deliverables in combination with performance outcome measures (e.g., assessment of liquidated damages where services are not provided in a timely manner). Proposers are encouraged to propose measures, incentives and disincentives that they believe will most likely achieve the Agency's goals and objectives in a cost-effective manner. The Agency reserves the right to select any payment structure that is in the Agency's best interest.

D. Participation by Minority-Owned and Women-Owned Business Enterprises in City Procurement

If the contract resulting from this NA will be subject to M/WBE participation requirements under Section 6-129 of the Administrative Code of the City of New York, as indicated by the inclusion of Schedule B – M/WBE Utilization Plan (Attachment 1) and the Participation Goals indicated in Part I thereof, proposers must complete the Schedule B – M/WBE Utilization Plan and submit it with their proposal. Please refer to the Schedule B – M/WBE Utilization Plan and the Notice to All Prospective Contractors (Attachment 1) for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms. If the proposer intends to seek a full or partial waiver of the Participation Goals on the grounds described in Section 10 of the Notice to All Prospective Contractors, including but not limited to, proposer's intention to use its own forces to perform any or all of the required contract work would result in a failure to attain the Participation Goals, the proposer must request and obtain from the Agency a full or partial waiver of the Participation Goals (M/WBE Utilization Plan, Part III) in advance of proposal submission and submit the waiver determination with the proposal. Please note that, if a partial waiver is obtained, the proposer is required to submit a completed Schedule B-M/WBE Utilization Plan based on the revised Participation Goals in order to be found responsive.

E. Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City established a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. For the purposes of the database, proposers are required to complete the Doing Business Data Form and return it with this NA. (If the proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a respondent has failed to submit a Data Form or has submitted a Data Form that is not complete, the respondent will be notified by the Agency and will be given four (4)

calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the Agency. Failure to do so will result in a determination that the NA response is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the respondent has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

F. Whistleblower Protection Expansion Act Rider

Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read the Whistleblower Protection Expansion Act Rider, carefully.

G. Compliance with the Iran Divestment Act

Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each proposer is required to complete the Bidders Certification of Compliance with the Iran Divestment Act, certifying that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a proposer appears on that list, the Agency/Department will be able to award a contract to such proposer only in situations where the proposer is taking steps to cease its investments in Iran or where the proposer is a necessary sole source. Please refer to <http://www.ogs.ny.gov/About/regs/ida.asp> for additional information concerning the list of entities.

H. Subcontractor Compliance Notice

The selected vendor will be required to utilize the City's web-based system to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in such system during the contract term. Please read the subcontractor compliance notice, as it relates to competitive solicitations. The City's new web-based subcontractor reporting system will be located online at the Payee Information Portal at: <https://a127-pip.nyc.gov/webapp/PRDPCW/SelfService>.

I. HIRENYC and Reporting Requirements

The Hiring and Employment Rider shall apply to contracts valued at \$1 million or more for all goods, services and construction except human services contracts that are subject to the Public Assistance Hiring Commitment Rider. The Rider describes the Hire NYC process and obligations, including reporting requirements throughout the life of the contract. The Hire NYC process requires contractors to enroll with the Hire NYC system within thirty days after the registration of the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC.

J. Paid Sick Leave Law Contract Rider

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Contractors of the City of New York [or of other governmental entities] may be required to provide sick time pursuant to the PSLL. The Paid Sick Leave Law Rider, will be included in any contract awarded from this NA and will incorporate the PSLL as a material term of such a contract.

SECTION IV - CONTENT OF THE NEGOTIATED ACQUISITION

1. Technical Response

Please submit the responses to the NA as indicated in Section 1(A)(1) of the NA by the specified date and time listed in the Key Dates section. Your response, should address the following:

a. Experience

Describe the successful relevant experience of the proposer, each proposed sub-contractor if any, and the proposed key staff in providing the work described in Section III of this NA. Specifically address the following:

- Contractor's relevant actuarial experience, including the number of years, providing dependent eligibility verification services.

In addition, please ensure to:

- Attach a listing of three (3) of your largest public sector references, including the name of the reference entity, a brief statement describing the relationship between the respondent and the reference entity, and the name, title and telephone number of a contact person at the reference entity, for the respondent.

b. Organizational Capability

Demonstrate the proposer's organizational, technical, and financial capability to provide the work described in Section III. Specifically address the following:

- **Contact-Specific Chart:** Your response should include a contact organization chart with names showing management, supervisory, and other key personnel. Include the names of the persons in your organization who would be assigned to this relationship, and information on their qualifications and experience; and
- A detailed description of the HIPAA-compliant secure system to collect, maintain, and accumulate personal identifying information from City employees and retirees.

In addition, please ensure to:

- Attach a copy of the proposer's latest audit report or certified financial statement, or a statement as to why no report or statement is available.

c. Proposed Approach

Confirm the respondent will provide the work described in Section III of this NA and demonstrate that the respondent's proposed approach will fulfill the Agency's goals and objectives. Specifically confirm the following:

- Upon award and registration of the Agreement by the Office of the New York City Comptroller, for each segment of any given Phase of the DEVA Project, there will be a 30-Day Implementation Period. Following the 30-Day Implementation Period, the Eligibility Verification Period will commence in which Enrollees will be required to provide proof of each Dependent's eligibility directly to the Contractor. The Eligibility Verification Period will be performed in up to, but no more than three (3) Stages. The duration and composition of the Stages will be conducted as mutually agreed upon by OLR and the Contractor.
- 60-Day Appeal and Reinstatement Period(s) will be used to process coverage Reinstatements when the Enrollee files an Appeal and a determination is made by the Contractor that the termination of the Dependent's coverage should be repealed, based on review of supporting documents provided by the Enrollee or Dependent.
- All DEVA Project Services, including DEVA verification services and completion of the 60-Day Appeal and Reinstatement Period(s) is intended to be completed within thirty-six (36) months of the Agreement start date.

2. **Price**

For the purposes of comparison, respondents should submit Price that meets the standards below in the Item Grid in PASSPort:

An all-inclusive (includes all postage cost) flat fee based on the total number of Family Policies and Dependents below. Note: Fees must be expressed in fixed dollar amounts (e.g. \$100,000).

	Enrollees with Family Coverage	Spouse/Domestic Partners	Dependent Children	Total Dependents (SP/DP & Dep Children)
Employee	183,958	136,733	263,694	400,427
Retiree	127,931	118,308	68,412	186,720
Total:	311,889	255,041	332,106	587,147

Pricing

The payment structure of the contract awarded from this NA will be based on following:

- Fifteen percent (15%) of the total quoted fee thirty (30) days after completion of the dependent verification audit for the segment(s) of the population to be determined for Phase 1 of the project;
- Fifteen percent (15%) of the quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 2 of the project;
- Fifteen percent (15%) of the quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 3 of the project;
- Fifteen percent (15%) of the total quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 4 of the project;
- Fifteen percent (15%) of the total quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 5 of the project;
- Fifteen percent (15%) of the total quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 6 of the project;
- The final ten percent (10%) of the quoted fee, adjusted for any performance guarantee credits, will be paid sixty (60) days after completion of the Project to the City's satisfaction.

3. **Other Documents**

Any contracted awarded as a result of this NA will be subject to contractor's agreement to the following:

- Appendix A – General Provisions Governing Contract for Consultants, Professional, Technical Human, and Client Services (after registering for the OLR Procurement Center on the OLR website, Appendix A is located under Additional Downloads for HBP), and
- Appendix B - Identifying Information Rider. Appendix B, the Identifying Information Rider will be attached to any contract arising from this solicitation. However, Appendix B may be revised from time to time. Any contract entered into as a result of this solicitation will include the most recent version of the Identifying Information Rider. After registering for the OLR Procurement Center on the OLR website, Appendix B is located under the Important documents section.

SECTION V - EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

The Evaluation Committee will be comprised of a minimum of three (3) persons including, but not limited to, employees of the OLR and the Office of Management and Budget. All documents received in the manner set forth above will be reviewed by the Evaluation Committee.

All Submissions accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this NA. Submissions that are determined by the Agency to be non-responsive will be rejected. The Agency's Evaluation Committee will evaluate and rate all remaining Submissions based on the Evaluation Criteria prescribed below. The Agency will enter into contract negotiations with the top three (3)-rated respondents, as determined by rating sheets completed by the Evaluation Committee.

The Agency reserves the right to conduct site visits and/or interviews, request that respondents make presentations and/or demonstrations, request respondents to submit Best and Final Offers, as the Agency deems applicable and appropriate. Although discussions may be conducted with respondents submitting acceptable Submissions, the Agency reserves the right to award contracts on the basis of initial Submissions received, without discussions; therefore, the respondent's initial Submission should contain its best technical and price terms.

B. Evaluation Criteria

Submissions will be considered in terms of the following weighted criteria:

- | | |
|-------------------------------|------|
| • Experience | 30% |
| • Organizational Capabilities | 30% |
| • Proposed Approach | 40% |
| Total: | 100% |

C. Basis for Contract Award

Once Evaluations of all Submissions are complete, and the final technical scores have been established for all responsive and responsible vendors, OLR will negotiate directly with the top three (3)-rated respondents, as determined by rating sheets completed by the Evaluation Committee. Through negotiations, OLR will determine which vendor to award, taking into account the contents of their technical proposal, their negotiated price, and what contract will be the most advantageous to the City. Contract award shall be subject to the timely completion of contract negotiations between the Agency and the selected respondent(s).

SECTION VI - GENERAL INFORMATION TO PROPOSERS

- A. Complaints.** The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 1005, New York, NY 10007; contract@comptroller.nyc.gov, or at (212) 669-2323. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.
- B. Applicable Laws.** This NA and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010 or at: <http://www.nyc.gov/html/mocs/ppb/html/home/home.shtml>.
- C. General Contract Provisions.** Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.
- D. Contract Award.** Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.
- E. Respondent Appeal Rights.** Pursuant to New York City's PPB Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.
- F. Multi-Year Contracts.** Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.
- G. Prompt Payment Policy.** Pursuant to the New York City's PPB Rules, it is the policy of the City to process contract payments efficiently and expeditiously.
- H. Prices Irrevocable.** Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Submission may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of Submission. This shall not limit the discretion of the Agency to request respondents to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.
- I. Confidential, Proprietary Information or Trade Secrets.** Respondents should give specific attention to the identification of those portions of their Submission that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the Submission. All information not so identified may be disclosed by the City.
- J. NA Postponement/Cancellation.** The Agency reserves the right to postpone or cancel this NA, in whole or in part, and to reject all proposals.
- K. Respondent Costs.** Respondents will not be reimbursed for any costs incurred to prepare Submission.
- L. PassPort Fees.** Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the PassPort system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350. The estimated value for each contract resulting from this NA is estimated to be above \$1 million.

SECTION VII – ANTICIPATED CONTRACT PROVISIONS

As part of the NA, respondent shall include a proposed binding Contract that includes all the services, agreed to be provided, as set forth in Section III - Program Requirements of this NA. The terms of Contract shall be subject to negotiation with the City.

The Contract submitted to the City, as part of the NA, must include the following provision:

In the event of any express or implied conflict between the provisions of this Contract and Appendix A, the following order of priority shall govern: (1) first, the body and exhibits of this Agreement shall govern; (2) thereafter, the General Provisions listed in Appendix A;

In order to complete the Contract, respondent will need to refer to the following documents:

Appendix A – General Provisions Governing Contract for Consultants, Professional, Technical Human, and Client Services (Please refer to Appendix A, located on the RFP Page under Additional downloads on the OLR website.)

As part of the NA, respondent shall include a binding Appendix A. The respondent's included Appendix A may include any edits or comments, if any. The edits or comments, if any, must be incorporated into respondent's Contract. For example, if respondent wishes to delete a provision of Appendix A, the respondent's Contract must include an underlined provision that states, "Section 0.0 of Appendix A is hereby deleted". Please do not redline Appendix A.

ATTACHMENT 1
SCHEDULE B – M/WBE UTILIZATION PLAN

Please refer to PASSPORT to access and download the Schedule B – M/WBE Utilization Plan and complete it accordingly.

ATTACHMENT 2
NEGOTIATED ACQUISITION PRICE INFORMATION

The payment structure of the contract awarded from this NA will be based on following:

- Fifteen percent (15%) of the total quoted fee thirty (30) days after completion of the dependent verification audit for the segment(s) of the population to be determined for Phase 1 of the project;
- Fifteen percent (15%) of the quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 2 of the project;
- Fifteen percent (15%) of the quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 3 of the project;
- Fifteen percent (15%) of the total quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 4 of the project;
- Fifteen percent (15%) of the total quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 5 of the project;
- Fifteen percent (15%) of the total quoted fee thirty (30) days after completion of the dependent verification audit for segment(s) of the population defined in Phase 6 of the project;
- The final ten percent (10%) of the quoted fee, adjusted for any performance guarantee credits, will be paid sixty (60) days after completion of the Project to the City's satisfaction.

*All travel and hotel expenses, including, but not limited to costs incurred while attending meetings, are at the cost of the vendor and shall not be billed to OLR. In addition, all local phone calls, faxes, meals and interoffice conferences are considered the overhead of the Vendor and shall not be charged to OLR.

ATTACHMENT 3

Dependent Eligibility Audit Services
Sample Return On Investment Calculation

Example: Of 100 dependents subject to the Dependent Eligibility Audit; 6 are determined to be ineligible for New York City health benefits:

- 4 are enrolled in the GHI CBP, savings is based on their average claims experience
- 2 are enrolled in HIP HMO Preferred; removing the ineligible dependents, as they were the only dependents listed, results in the enrollee's coverage changing from Family to Individual.
- 3 of the 6 dependents are also Medicare eligible

The Savings and the Return on Investment relative to the six dependents determined to be ineligible are calculated as follows:

Annualized Savings for Dependents Currently Enrolled in the GHI CBP					
	Total Claims 2023 -2024	#Months Enrolled in GHI CBP 2023 – 2024	Average Monthly Claims Paid	12 Months	Average Annualized Claims Paid
	a	b	c=a/b	d	e=c*d
Dependent A	\$10,000	60	166.67	12	2,000.04
Dependent B	\$5,000	48	104.17	12	1,250.04
Dependent C	\$0	13	0.00	12	0.00
Dependent D	\$500	7	71.43	12	857.16
	Average Annual Cost Per Ineligible Dependent				1,026.81
				Number of Ineligible Dependents	
				4	
				Total GHI CBP Savings (1):	
					\$4,107.24

2 Annualized Savings for Dependents Currently Enrolled in an HIP HMO Preferred			
	2024 Annual Family Net Premium	2024 Annual Individual Net Premium	Annualized Savings
	a	b	c=a-b
Dependent E	\$12,000	5,000	\$7,000
Dependent F	\$11,000	4,800	\$6,200
			Total HIP HMO Savings (2):
			\$13,200

3 Annualized Savings for Dependents Currently Medicare Eligible			
	Monthly Medicare Part B Reimbursement	12 Months	Annualized Savings
Dependent A	\$104.90	12	\$1,258.80
Dependent B	\$104.90	12	\$1,258.80
Dependent E	\$104.90	12	\$1,258.80
			Total Medicare Part B Reimbursement Savings (3):
			\$3,776

4 Total Savings and Return on Investment Calculation	
Total Savings (4)=(1)+(2)+(3)	\$23,083.64
Total Cost of Project (5)	\$5,000
ROI= (5)/(6)	4.6