UPDATED 12/20/2024



REQUEST FOR PROPOSALS (RFP) FOR Life and Disability Benefits for Plan Year 2026 (coverage beginning January 1, 2026)

RFPQHSS2024.B1

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<u>Purpose of this RFP</u>: SFHSS intends to issue a competitive bid (Request for Proposal or RFP) for the following life and disability insurance benefits (collectively, "Life and Disability Benefits"):

- Basic Group Life Insurance ("Basic Life") [100% employer-paid); \$50,000, \$125,000, or \$150,000, varies by collective bargaining group Memorandum of Understanding (MOU) – bidders required to match benefit levels exactly]
- 2. <u>Long-term Disability Insurance ("LTD")</u> [100% employer-paid); 180-day elimination period (60%, \$5,000 monthly maximum); 90-day elimination period (66.6667%, \$7,500 monthly maximum) varies by collective bargaining group Memorandum of Understanding (MOU) **bidders required to match benefit levels exactly**]
- 3. <u>Supplemental Life Insurance ("Supp. Life")</u> [voluntary; 100% employee-paid; Currently offered (2024 and 2025 PYs) at \$500,000 maximum for employees, \$250,000 maximum for dependent spouses and domestic partners, and \$10,000 maximum for dependent children up to age 26 or 26 and older if disabled dependent]
- 4. Accidental Death and Dismemberment ("AD&D") [voluntary; 100% employee-paid; Currently offered (2024 and 2025 PYs) where AD&D principal sum matches Supp. Life principal sum; and only for employees and spouses/domestic partners]

- 5. Short-term Disability Insurance ("STD") [voluntary; 100% employee-paid], and
- 6. <u>Value-added services</u>. Current value-added services include funeral concierge services, beneficiary assistance counseling, estate planning guidance, travel assistance and identity theft support.

Basic Life and LTD are provided to active City and County of San Francisco and San Francsico Superior Court employees, as well as certain other collective bargaining groups.

Supp. Life, AD&D and STD may be elected voluntarily by active employees with employer-paid Basic Life, and other identified collective bargaining groups.

Detailed census and experience data will be provided to qualified prospective RFP respondents following execution of a Mutual Confidentiality and Non-Disclosure Agreement (Section 3.1 and available at https://sfhss.org/RFPs); Section 1.6 (Census and Experience).

Effective Date for Policies: January 1, 2026.

<u>Anticipated Term of Agreement</u>: January 1, 2026* – December 31, 2028, with options to extend the agreement up to a maximum term of ten (10) years through the SFHSS annual renewal process (see Annual Rates and Benefits Cycle, available at https://sfhss.org/board-annual-rates-and-benefits-cycle).

*Should on-site work be required for October 2025 (PY2026) Open Enrollment by a selected non-incumbent vendor, SFHSS will require a written agreement.

Implementation / Transition Period (est.): April 2025 – December 2025

Proposal Components:

- Completed Questionnaire, provided to prospective respondents, along with census and experience data, following execution of a Mutual Confidentiality and Non-Disclosure Agreement (Section 3.1), and submitted to SFHSS in accordance with Section 3 (Response Requirements) below in (unlocked) Microsoft Excel (.xlsx) format, and
- 2. <u>Reviewed Standard City Agreement (Appendix A)</u>, redlined by Respondent counsel and submitted to SFHSS in accordance with Section 3 (Response Requirements) below in unlocked Microsoft Word (.docx) format.

RFP Questions and Communications: To ensure fair and equal access to RFP information, all communications must be communicated to SFHSS via email to michael.visconti@sfgov.org; cc: anne.thompson2@aon.com and patrick.chang@ sfgov.org. Unauthorized communications may result in disqualification and rejection of Proposal. Questions must be emailed by the <u>Deadline for RFP Questions</u>. No questions will be accepted after the <u>Deadline for RFP Questions</u>, with the exception of questions regarding Approved City Supplier status.

Requirement to be an Approved Supplier: All Respondents to this RFP must certify to become an Approved Supplier by March 31, 2025 or within ten (10) days of award or selection by SFHSS, whichever is later. This includes completing an Equal Benefits Declaration. 1 Respondents to this RFP should review the Approved Supplier and Equal Benefits Program prior to bidding as this process may take several weeks: https://sfcitypartner.sfgov.org/pages/index.aspx.

Schedule - Key Dates and Deadlines

Notice of Intent to Award (est.)

Oral Interviews

RFP Issued December 3, 2024

Deadline for RFP Questions December 13, 2024 (8:00AM PT)

Responses to Questions Posted* December 20, 2024 January 13, 2025

Deadline for Proposals (Sec. 3.3) January 13 February 3, 2025 (12:00 PM PT)

January 1 February 3 – January 24 February Requests for Clarification **21**, 2025

March 14April 10, 2025

 Notification of Oral Interviews February 1424, 2025

February March 27-2820-21, 2025**

Implementation Period (est.) April - December 2025

Open Enrollment (est.) October 1 – 31, 2025

Coverage Beginning January 1, 2026

* Questions will be answered and posted on a rolling basis to https://sfhss.org/RFPs. Submitters will be notified via email at the time of posting.

¹ More information on the City's Equal Benefits Program is available at https://www.sf.gov/equal-benefitsprogram#:~:text=The%20Equal%20Benefits%20Program%20requires,to%20contract%20with%a20the%20C ity.

** Oral Interviews may be conducted in person at the SFHSS Offices located at 1145 Market Street, San Francisco, California 94103 (see Section 4.3 below).

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1. Introduction

1.1 Summary of In-Scope Benefits

The San Francisco Health Service System (SFHSS) seeks proposals from qualified and approved insurance carriers to provide the following benefits with coverages beginning January 1, 2026:

- A. <u>Basic Group Life Insurance ("Basic Life")</u> [100% employer-paid); \$50,000, \$125,000, or \$150,000, varies by collective bargaining group Memorandum of Understanding (MOU) bidders required to match benefit levels exactly]
- B. <u>Long-Term Disability Insurance ("LTD")</u> [100% employer-paid); 180-day elimination period (60%, \$5,000 monthly maximum); 90-day elimination period (66.6667%, \$7,500 monthly maximum) varies by collective bargaining group Memorandum of Understanding (MOU) **bidders required to match benefit levels exactly**]
- C. <u>Supplemental Life Insurance ("Supp. Life")</u> [voluntary; 100% employee-paid; Currently offered (2024 and 2025 PYs) at \$500,000 maximum for employees, \$250,000 maximum for dependent spouses and domestic partners, and \$10,000 maximum for dependent children up to age 26 or 26 and older if disabled dependent; exact benefit match not required]
- D. <u>Accidental Death and Dismemberment ("AD&D")</u> [voluntary; 100% employee-paid; Currently offered (2024 and 2025 PYs) where AD&D principal sum matches Supp. Life principal sum; and only for employees and spouses/domestic partners **exact benefit match not required**]
- E. <u>Short-term Disability Insurance ("STD")</u> [voluntary; 100% employee-paid **exact benefit match not required**], and
- F. <u>Value-added services</u>. Current value-added services include funeral concierge services, beneficiary assistance counseling, estate planning guidance, travel assistance and identity theft support. **An exact match is not required for value-added services**.

1.1.1 Incumbent Benefit Providers

SFHSS is currently insured through The Hartford for 100%-employer-paid Basic Life and LTD.

Supp. Life and AD&D (also through The Hartford) are voluntary, 100%-employee paid benefits, offered through our third-party administrator for voluntary benefits, Workterra, Inc.

Supp. Life and AD&D insurance may be elected voluntarily by active employees with employer-paid basic life, including City and County of San Francisco and San Francisco Superior Court Employees, and certain collective bargaining groups.

STD benefits are made available to eligible employees from ManhattanLife Insurance and Annuity Company ("ManhattanLife") as a voluntary, 100%-employee paid, offering through our third-party administrator for voluntary benefits, Workterra, Inc.

1.1.2 Requirement to Maintain Current Contribution Structure for Basic Life and LTD

Respondents to this RFP must maintain the current contribution structures for Basic Life and LTD:

- A. Basic Life (100% employer-paid)
 - \$50,000 \$150,000 (varies by Memorandum of Understanding or MOU)-Group Life Insurance.
 - See https://sfhss.org/group-life-insurance.
- B. LTD (100% employer-paid)
 - 180-day elimination (60%)
 - 90-day elimination (66.6667%)
 - See https://sfhss.org/long-term-disability-insurance.

1.1.3 No Commissions

No commissions will be paid, and none may be included in any Proposal (Section 4.5.17, "No Commissions") for any benefits within the scope of this RFP.

1.1.4 Broker of Record

The Broker of Record (BOR) for benefits within the scope of this RFP will be the SFHSS contracted partner for actuarial and benefit consulting services, Aon Service Corporation (current agreement term: July 1, 2023 through June 30, 2026).

1.2 <u>The San Francisco Health Service System (SFHSS).</u>

1.2.1 The San Francisco Health Service System.

SFHSS executes all process phases related to benefit operations and administration of non-pension benefits (including health, dental and vision) for approximately 136,000 individuals pursuant to the City and County of San Francisco Charter sections 12.200-

12.203 and A8.420-A8.432, and San Francisco Administrative Code sections 16.700-16.703. These individuals include both active and retired employees from the City's four employer groups and their eligible dependents (collectively, "Members"). SFHSS is dedicated to providing outstanding high-quality and sustainable employee benefits to preserve and enhance the well-being of City employees, while adhering to the highest standards of service and support for our Members. For additional information, please reference the SFHSS Strategic Plan for 2023-2025 at https://sfhss.org/resource/sfhss-strategic-plan-2023-2025.

1.2.2 SFHSS Health Service Board

The Health Service Board (HSB) is the governing and policy-making body of the San Francisco Health Service System (SFHSS). The HSB supports SFHSS's mission to preserve and improve sustainable, quality health benefits and to enhance the well-being of members and their families. HSB duties and responsibilities are detailed on the SFHSS website at https://sfhss.org/health-service-board.

Throughout the year, SFHSS reports to the HSB on the status of benefit contracts under SFHSS jurisdiction. At the August 8, 2024 HSB meeting, SFHSS discussed its intent to issue a competitive bid for Life and Disability benefits. The agenda, presentation materials, transcript and video recording of this meeting are available at https://sfhss.org/board-meeting/2024-08-08t200000.

At the November 14, 2024 HSB meeting, SFHSS announced its intent to issue this RFP for Life and Disability benefits. The agenda, presentation materials, transcript and video recording of this meeting are available at https://sfhss.org/board-meeting/2024-11-14t210000.

1.2.3 City And County of San Francisco

SFHSS is one of approximately 130 entities, including departments, commissions and other miscellaneous agencies within the City. The City is organized as a mayor-council system with an executive mayor, elected by the voting public, and a separately elected legislative city council, the San Francisco Board of Supervisors (BoS). Certain department heads are elected by the voters, e.g., City Attorney, and Treasurer/Tax Collector; others are appointed by the Mayor and confirmed by the Board of Supervisors, e.g., Controller; while others, including the Executive Director of the San Francisco Health Service System, are appointed by the commission assigned with the authority and oversight of that department and its functions.

1.2.4 SFHSS Annual Renewal Process

Each year, SFHSS conducts an annual renewal process for all benefits. This process allows SFHSS to create consistency in how we communicate and validate our expectations for the upcoming plan year (beginning January 1st) and the Open Enrollment period (a fixed annual enrollment period held in October of the prior year). The annual renewal process also allows SFHSS to adjust benefits in response to new regulatory requirements, prior year(s) plan experience, City policies, benefit design strategies developed by SFHSS and our industry partners, Health Service Board policies, and legislative changes.

The Selected Respondent, as a result of this RFP, agrees to be an active participant in the SFHSS annual renewal process each year, including timely delivery of renewal responses, materials and follow-ups to requests, and well-prepared meetings and materials for SFHSS, the Health Service Board, the SFHSS actuary and consultants, and City/employee stakeholders (https://sfhss.org/board-annual-rates-and-benefits-cycle).

1.2.5 SFHSS Member Population

The SFHSS Member population includes over 136,000 individuals, including both active and retired employees of the City and County of San Francisco (or "City"), the San Francisco Unified School District (SFUSD), the Community College of San Francisco (CCD), and the Superior Court of California, County of San Francisco (or "Courts"), and their covered dependents (collectively, "Members"). However, Basic Life³ and LTD⁴ are provided to most active employees of the City and Courts and certain collective bargaining groups. Supp. Life, AD&D and STD may be elected voluntarily by active employees with employer-paid Basic Life. ⁵

1.2.6 Out-of-Scope Populations

Following execution of a Mutual Confidentiality and Non-Disclosure Agreement (Section 3.1), SFHSS will provide Prospective Respondents with a census of the in-scope populations for this RFP and applicable experience data.

² More information on the demographics of the Member population served by SFHSS can be found at https://sfhss.org/sites/default/files/2024-02/February%208%2C%202024%20SFHSS%202024%20Demographic%20Report.pdf

³ More information about Basic Life currently offered by SFHSS is available at https://sfhss.org/group-life-insurance.

⁴ More information about LTD currently offered by SFHSS is available at https://sfhss.org/long-term-disability-insurance.

⁵ More information about voluntary benefits currently offered by SFHSS, including Supp. Life, AD&D and STD, go to https://sfhss.org/voluntary-benefits.

Prospective Respondents should refer to the Census and Experience Data (Section 1.6, made available following execution of the Mutual Confidentiality and Non-Disclosure Agreement or MCA, Section 3.1) to determine populations that are in-scope for this RFP.⁶ However, for preliminary guidance only, please review the following summary of in-scope and out-of-scope employee populations:

- A. Employees and Retired Employees of SFUSD and/or SFCCD are outside the scope of this RFP for Basic Life, LTD, Supp. Life, AD&D and STD.
- B. <u>Employees and Retired Employees of the Treasure Island Authority (TIA) are outside</u> the scope of this RFP for Basic Life, LTD, Supp. Life, AD&D and STD.
- C. Retired Employees of the City and/or Courts are outside the scope of this RFP for Basic Life, LTD, Supp. Life, AD&D and STD.
- D. Employees of the following union groups are outside the scope of this RFP for Basic Life, but are in scope for the Supp. Life:
 - i. (Union Code 003) Operating Engineers Local Union No. 3 Of The International Union Of Operating Engineers, AFL-CIO
 - ii. (Union Code 198) Superior Court of California, County of San Francisco, Pro Tem Commissioners
 - (Union Code 253) Transport Workers' Union AFL-CIO, Local 250-A, Transit Operators
 - iv. (Union Code 330) City and County of San Francisco, Board or Commission Member (Non-Benefited)
 - v. (Union Code 419) The San Francisco District Attorney Investigators' Association
 - vi. (Union Code 718) Glaziers, Architectural Metal And Glass Workers, Local Union No. 718
 - vii. (Union Code 799) San Francisco Fire Fighters Union Local 798, IAFF, AFL-CIO: Unit 2
 - viii. (Union Code 929) Building Inspectors' Association

⁶ As a result of this RFP, the SFHSS shall be the system-of-record for all full-time active employees, who are subject to a collective bargaining agreement, and that are eligible for Basic Life, LTD, and/or Supp. Life, AD&D and STD benefits.

- ix. (Union Code 981) City and the California Association of Interns and Residents/Committee of Interns and Residents, SEIU
- x. (Union Code 122) Superior Court of California, County of San Francisco, Unrepresented Clerical and Technical Staff
- xi. (Union Code 199) Superior Court of California, County of San Francisco, Unrepresented Interpreters
- xii. (Union Code 254) Transport Workers' Union AFL-CIO, Local 250-A, Transit Fare Inspectors
- xiii. (Union Code 352) Municipal Executives' Association, Fire
- xiv. (Union Code 498) The San Francisco Deputy Sheriffs' Association
- xv. (Union Code 793) The Service Employees International Union, Local 1021, H-1 Fire Rescue Paramedics
- xvi. (Union Code 858) Freight Checkers, Clerical Employees & Helpers, Local 856 (Supervising Registered Nurses, Unit 47)
- xvii. (Union Code 933) Superior Court of California, County of San Francisco, Judges
- xviii. (Union Code 125) Court
- xix. (Union Code 221) Law Library, Bookbinder
- xx. (Union Code 323) City and County of San Francisco, Board or Commission Member
- xxi. (Union Code 353) Municipal Executives' Association, Police
- xxii. (Union Code 499) The San Francisco Sheriffs' Managers And Supervisors
 Association
- xxiii. (Union Code 798) San Francisco Fire Fighters Union Local 798, IAFF, AFL-CIO: Unit 1
- xxiv. (Union Code 911) San Francisco Police Officers' Association
- xxv. (Union Code 969) Union No. 3 Of The International Union Of Operating Engineers, AFL-CIO, San Francisco Institutional Police Officers' Association
- E. Employees of the following union groups may elect LTD benefits voluntarily and if elected during Open Enrollment would be included within the total LTD population with 90-day elimination period (66.6667%, \$7,500 monthly maximum):
 - i. (Union Code 196) Superior Court of California, County of San Francisco,
 Unrepresented Management

- ii. (Union Code 356) Municipal Executives Association (Superior Court of California, County of San Francisco)
- iii. (Union Code 352) Municipal Executives Association (Police Chiefs)
- iv. (Union Code 357) California Court Commissioners Association
- v. (Union Code 353) Municipal Executives Association (Fire Chiefs)

F. Employees of the following union groups are outside the scope of LTD benefits in this RFP:

- i. (Union Code 125) Court
- ii. (Union Code 221) Law Library, Bookbinder
- iii. (Union Code 330) City and County of San Francisco, Board or Commission Member (Non-Benefited)
- iv. (Union Code 499) The San Francisco Sheriffs' Managers And Supervisors Association
- v. (Union Code 798) San Francisco Fire Fighters Union Local 798, IAFF, AFL-CIO: Unit 1
- vi. (Union Code 933) Superior Court of California, County of San Francisco, Judges
- vii. (Union Code 981) City and the California Association of Interns and Residents/Committee of Interns and Residents, SEIU
- viii. (Union Code 198) Superior Court of California, County of San Francisco, Pro Tem Commissioners
- ix. (Union Code 253) Transport Workers' Union AFL-CIO, Local 250-A, Transit Operators
- x. (Union Code 419) The San Francisco District Attorney Investigators' Association
- xi. (Union Code 199) Superior Court of California, County of San Francisco, Unrepresented Interpreters
- xii. (Union Code 323) City and County of San Francisco, Board or Commission Member
- xiii. (Union Code 498) The San Francisco Deputy Sheriffs' Association
- xiv. (Union Code 793) The Service Employees International Union, Local 1021, H-1 Fire Rescue Paramedics
- xv. (Union Code 911) San Francisco Police Officers' Association

xvi. (Union Code 969) Union No. 3 Of The International Union Of Operating Engineers, AFL-CIO, San Francisco Institutional Police Officers' Association

1.3 In-Scope Basic Life and Long-term Disability (LTD) Insurance Benefits

Following execution of the MCA (Section 3.1), SFHSS will provide a Prospective Respondent with a census of the in-scope populations for this RFP and experience data. Prospective Respondents should refer to the census and experience data to determine populations that are in-scope for this RFP. However, for guidance, please reference the following summary of Basic Life and LTD benefits for most active employees of the City and Courts.

1.3.1 Current (Incumbent) Basic Life and LTD Partnership (The Hartford)

On February 8, 2024, the Health Service Board (HSB) approved the SFHSS-proposed renewal of the Hartford fully insured rates and contributions for Life, LTD and AD&D plans (https://sfhss.org/board-meeting/2024-02-08t210000).

Please refer to the presentations to the Health Service Board on August 8, 2024 and November 14, 2024 for a history of current in-scope benefit partnerships and a summary of past rating actions (SFHSS Annual Benefits Contract Evaluation and Assessment, August 8, 2024, available at https://sfhss.org/board-meeting/2024-08-08t200000; Announcement of Plan Year 2026 Life and Disability Benefits Request for Proposal, available at https://sfhss.org/board-meeting/2024-11-14t210000). On February 10, 2022, the HSB approved a renewal with The Hartford with a three-year (3) rate commitment (January 1, 2023 through December 31, 2025) for Life and LTD. §

1.3.2 2025 Basic Life (January 1, 2025 - December 31, 2025)

For the 2025 plan year, the HSB approved a Basic Life insured monthly rate of \$0.089 per \$1,000 coverage (no change from the 2024 plan year level). Enrollment (as of January 2024) was as follows:

⁷ SFHSS last conducted a competitive solicitation for Basic Life and LTD for plan year 2013. The selected bidder was Aetna Life Insurance Company. Prior to 2013, ING provided Basic Life and Unum provided LTD. The Hartford acquired Aetna's Life and LTD book of business in 2017. SFHSS officially converted to The Hartford for Basic Life and LTD on January 1, 2020. Please refer to the HSB presentation on June 14, 2018 regarding the approval of the transition from Aetna to Hartford and available at https://sfhss.org/sites/default/files/2019-01/RM_061418_2019_Life_LTD_Renewal.pdf

⁸ Please refer to the HSB presentation on February 10, 2022 regarding the approval of the three-year rate guarantee for plan years 2023 through 2025 available at https://sfhss.org/sites/default/files/2022-02/February%2010%2C%202022%20The%20Hartford%20Fully%20Insured%202023%20Rates%20and%20Contributions.pdf.

Basic Life Insurance

Benefit Level	January 2024 Enrolled Employees	January 2025 Enrollment
Delielit Levet	January 2024 Emolied Employees	(expected)
\$50,000 24,934		25,800
\$125,000	20	13
\$150,000	2,014	2,030
Total	26,968	27,843

1.3.3 2025 LTD (January 1, 2025 - December 31, 2025).

For the 2025 plan year, the HSB approved LTD at the same rates and levels as 2024 for 2025:

Group Long-term Disability

LTD Benefit Level	Elimination Period	January 2024 Enrolled	Monthly Rate Per \$100 of Coverage	
		Employees	2024	2025
60% up to \$5,000 monthly maximum	180 days	18,661	\$0.218	\$0.218
 66.6667% up to \$7,500 monthly maximum⁹ 	90 days	8,230	\$0.197	\$0.197

Group Long-term Disability

Benefit Level	January 2024 Enrolled Employees	January 2025 Enrollment (expected)	
180 days	18,661	19,254	
90 days	8,230	8,589	

1.4 <u>In-Scope Voluntary Benefits</u>

For the purposes of this RFP, only voluntary Supplemental Group Life and AD&D Insurance, and voluntary Short-Term Disability insurance shall be considered in-scope. All other voluntary benefit options shall be considered outside the scope of this RFP.

More information on the City's supplemental voluntary benefits is available at https://sfhss.org/voluntary-benefits#tab-31630.

⁹ Includes the five (5) union groups that may elect voluntary Long-term Disability coverage at 90-day (66.6667%, \$7,500 monthly maximum); available at https://sfhss.org/long-term-disability-insurance.

1.4.1 Supp. Life and AD&D

Enrollment by Year

Year	Supp. Life & AD&D
2023	4,086
2024	4,194
2025 ×	3,672

^x Counts by policy and benefit amount (Employee, Spouse, Child) available with Census and Experience Data (Section 1.6).

In February 2024, the HSB approved all employee-paid Supp. Life and AD&D monthly rates to remain at 2024 levels for the 2025 plan year:

Supplement Employee and Dependent Life - Employee Paid

Age-Rated Per	2024 Pl	an Year	2025 Plan Year	
\$1,000 of Coverage	Non-Smoker	Smoker	Non-Smoker	Smoker
<25	\$0.027	\$0.040	\$0.027	\$0.040
25 –29	\$0.034	\$0.048	\$0.034	\$0.048
30 –34	\$0.048	\$0.062	\$0.048	\$0.062
35 –39	\$0.054	\$0.068	\$0.054	\$0.068
40 –44	\$0.068	\$0.080	\$0.068	\$0.080
45 –49	\$0.102	\$0.109	\$0.102	\$0.109
50 –54	\$0.157	\$0.170	\$0.157	\$0.170
55 –59	\$0.293	\$0.320	\$0.293	\$0.320
60 –64	\$0.449	\$0.490	\$0.449	\$0.490
65 –69	\$0.864	\$0.938	\$0.864	\$0.938
70+	\$1.401	\$1.523	\$1.401	\$1.523

Supplemental Child Life – Employee Paid 1

Per \$1,000 of Coverage	2024 Plan Year	2025 Plan Year
Child Life Insurance (unit of children)	\$0.120	\$0.120

¹ Supplemental child life eligibility: to age 26 (or meet disabled dependent definition)

Supplemental AD&D - Employee Paid

Per \$1,000 of Coverage	2024 Plan Year	2025 Plan Year
Employee Only	\$0.016	\$0.016
Spouse Only	\$0.016	\$0.016
Employee & Family	\$0.020	\$0.020

The amount of insurance purchased for Supp. Life currently matches the amount of insurance purchased for AD&D, up to the maximum limits allowable.

For additional information on the plan year 2025 Life, LTD and AD&D renewal, including expected aggregate 2025 premiums and recent loss ratio experience (claims vs. premium), please visit the SFHSS Health Service Board webpage at https://sfhss.org/health-service-board and the February 8, 2024 regular meeting webpage at https://sfhss.org/board-meeting/2024-02-08t210000.

1.4.2 Short-term Disability (STD)

Plan Year	STD Enrollment
2022	323
2023	278
2024	297
2025	321

ManhattanLife provides guaranteed-issue group disability coverage for eligible enrolled employees working at least twenty (20) hours per week and for the thirty (30) days prior to the application date. Employees are eligible the first of the month following their date of hire. In order to be eligible, employees are required to have been both performing their normal work activities and actively at work full time at their regular occupation.

- Contingent GI Cap \$3,000
- EP (Elimination Period) Accident 7/14
- EP (Elimination Period) Sickness 7/14
- Duration 3, 6 months
- Total benefit amount not to exceed 30% of the monthly income for CA residents and 60% for Non-CA residents.
- Monthly Rates per \$100 benefit:

Employee Type	Benefit	Age Band
---------------	---------	----------

		18-39	40-49	50-59	60-69
All Municipal Executives/MEA ¹⁰	14/14/3 – month benefit	\$1.50	\$1.90	\$2.25	\$3.90
All Other Employees	7/7/6 – month benefit	\$3.26	\$4.10	\$4.66	\$5.60

1.5 Value-Added Services

In addition to Basic Life and Long-term Disability insurance, current coverages also include certain value-added benefits and services for covered employees with employer-paid Basic Life and LTD at no additional cost to employees or employee families. Currently, these value-added services include funeral concierge services, beneficiary assistance counseling, estate planning guidance, travel assistance and identity theft support.¹¹

1.6 Census and Experience Data

Prospective respondents to this RFP shall be provided census and experience data upon execution of a Mutual Confidentiality and Non-Disclosure Agreement (Section 3.1, below).

Certain life and disability benefit information, as well as aggregate enrollment and demographic data are publicly available:

- A. Annual renewal (The Hartford Fully Insured 2025 Rates and Contributions)¹²
- B. HSS Annual Demographic Report (https://sfhss.org/reports, select under 'Resource Classification' "

 Member Demographics")
- C. Existing plan design and provisions are available in Basic Life and LTD plan materials and certificates of insurance at https://sfhss.org/long-term-disability-insurance.

1.7 Appendix A (Standard Agreement)

Appendix A (Standard Agreement) contains the general form and content of the contract SFHSS anticipates using for the agreement with the Respondent selected as a result of this RFP. The Standard Agreement is an integral component of Respondent's Proposal.

¹⁰ https://sfdhr.org/mea-miscellaneous-benefit-summary

¹¹ More information on the City's current voluntary and value-added benefits, please reference https://sfhss.org/voluntary-benefits, 'Value-Added Hartford Services' flyers.

¹² February 8, 2024 HSB Regular Board Meeting (https://sfhss.org/board-meeting/2024-02-08t210000)

Respondent's Proposal will serve as the basis for negotiations with a Selected Respondent(s).

Respondent **must** include a redline copy of the Standard Agreement with its Proposal that shows the changes Respondent proposes be made if it is selected by SFHSS as a result of this RFP (Section 3.3).

If Respondent fails to identify an objection to any particular term or condition, the term or condition will be deemed agreed to by Respondent. SFHSS reserves the right to discuss any Respondent proposed change to terms or conditions and to clarify and supplement such proposal. Proposed changes to any particular term or condition of the Standard Agreement will be used to determine the responsiveness of Respondent's Proposal (Minimum Qualifications (Section 3.2). Proposals that are contingent upon SFHSS and the City making substantial changes to the material terms and specifications published in the RFP may be disqualified. SFHSS will consider the number and nature of the terms and conditions Respondent is objecting to in determining the likelihood of completing an agreement with Respondent if selected. SFHSS reserves the right to add or delete language from Appendix A (Standard Agreement) when preparing the final form of the agreement with a Selected Respondent(s).

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2. Scope of Services

This scope of work is a guide to the benefits and services SFHSS expects to be provided by the Respondent selected as a result of this RFP.

It is not a complete listing of all services that may be required.

Prospective Respondents must respond to the RFP Questionnaire for the full scope of required services, benefits and benefit structures (Section 3.3).

The Questionnaire, as well as census and experience data, will be provided following execution of a Mutual Confidentiality and Non-Disclosure Agreement (Section 3.1).

2.1 Life Insurance.

The City provides group life insurance benefits to eligible employees in accordance with various memorandum of understanding (MOU) between the City and their union.¹³

Respondents must match the current coverages for each union and include all eligible employees in their pricing quote and Proposal.

2.1.1 Basic Life Insurance Benefits

- A. \$50,000, \$125,000 or \$150,000 (varies by MOU)
- B. 100% employer-paid

A summary of the City's current Basic Life benefits is available at https://sfhss.org/group-life-insurance. Existing plan design and provisions are available in Basic Life materials and certificates of insurance at https://sfhss.org/group-life-insurance.

2.1.2 Supplemental Life and Accidental Death & Dismemberment (AD&D)

Eligible employees may voluntarily elect Supplemental Life (Supp. Life) and Accidental Death and Dismemberment (AD&D) insurance. If elected, premiums are entirely paid for by the employee (100% employee-paid) on a pre-tax basis.

- A. Employee: Increments of \$10,000 up to \$500,000
- B. Spouse: Increments of \$5,000 up to the lesser of 100% of your supplemental coverage up to \$250,000
- C. Children: \$10,000

¹³ https://www.sf.gov/resource/2023/labor-agreements-city-and-county-san-francisco

D. More information on the City's current voluntary Supplemental Life and Accidental Death and Dismemberment insurance is available at https://sfhss.org/voluntary-benefits#tab-31630.

2.2 <u>Long-Term Disability Benefits.</u>

The City provides long-term disability insurance benefits (LTD) to eligible employees in accordance with the memorandum of understanding (MOU) between the City and their union.¹⁴

Respondents must match the current coverages for each union and include all eligible employees in their pricing quote.

2.2.1 Long-Term Disability.

- A. 100% employer-paid¹⁵
- B. 180-day elimination (60%) \$5,000 monthly maximum
- C. 90-day elimination (66.6667%) \$7,500 monthly maximum

More information on the City's life insurance benefit is available at https://sfhss.org/long-term-disability-insurance. Existing plan design and provisions are available in LTD plan materials and certificates of insurance at https://sfhss.org/long-term-disability-insurance.

2.2.2 Supplemental Short-Term Disability.

Eligible employees may voluntarily elect short-term disability insurance. If elected, premiums are for this voluntary benefit are entirely paid for by the employee (100% employee-paid).¹⁶

- A. Guaranteed-issue group disability coverage for eligible enrolled employees working at least (twenty) 20 hours per week and for the thirty (30) days prior to the application date. Employes are eligible the first of the month following their date of hire. In order to be eligible, employees are required to have been both performing their normal work activities and actively at work full time at their regular occupation.
- B. Contingent GI Cap \$3,000

¹⁴ https://www.sf.gov/resource/2023/labor-agreements-city-and-county-san-francisco

¹⁵ Workterra invoices SFHSS monthly for employees enrolled in the Hartford MEA LTD benefits in Workterra, using their pre-tax MEA flex credits to pay the monthly premium.

¹⁶ Workterra collects the employees' after-tax bi-weekly payroll deductions and reconciles the payroll to the carrier invoice, and then pays the carrier monthly.

- C. EP (Elimination Period) Accident 7/14
- D. EP (Elimination Period) Sickness 7/14
- E. Duration 3, 6 months
- F. Total benefit amount not to exceed 30% of the monthly income for CA residents and 60% for Non-CA residents.¹⁷

More information on the City's current STD benefit is available at https://sfhss.org/voluntary-benefits under ManhattanLife Supplemental Short-Term Disability Insurance.

2.3 Value-Added Benefits

Respondents must clearly indicate in the Questionnaire standard offerings and additional value-added benefits.

2.4 Account Management

Ongoing monthly check-in meetings shall be pre-scheduled, on a routine basis, no less than once every thirty (30) days. Meetings may be conducted through any reasonable means as determined by City, including remotely via Microsoft Teams, and may consist of consultation and advisory services on technical, policy, legal, or administrative topics during the course of operations.

2.5 Communications.

The Selected Contractor will refrain from issuing any external communications material to eligible employees without prior written approval from SFHSS in accordance with Appendix A (Standard Agreement), Section 12.1 (Communications with Members).

The Selected Contractor agrees to monitor federal and state legislation affecting the delivery of plan benefits to participants and to report to City on those issues in a timely fashion, prior to the effective date of any mandated plan changes (see Minimum Qualifications to Bid, Section 3.2).

2.6 Implementation and Annual Renewal

SFHSS expects Selected Contractor to be active participants in SFHSS annual renewal activities between February and July of each year as described in this section, including timely delivery of renewal responses, materials and follow-ups to requests, and well-

¹⁷ For informational purposes, income tax is not owed by the employee on benefits received.

prepared meetings and materials for SFHSS, the Health Service Board, the SFHSS actuary and consultants, and City/employee stakeholders.

2.6.1 Post-Award Deadlines

The following Table 1 highlights key SFHSS deadlines post-award.

Table 1: Key Post-Award Deadlines

Date	Description	
April 2025	Implementation Period Start Date (in accordance with required implementation plan from selected Respondent)	
August 1, 2025	Benefits Materials Due: o Insurance certificates and policies o Marketing documents	
October 2025	Open Enrollment for Plan Year 2026	
January 1, 2026	Coverage begins	

Respondents will provide an implementation plan and schedule in accordance with Table 2 (Benefit Vendor Annual Renewal Timeline).

Table 2: Benefit Vendor Annual Renewal Timeline

	Task	Start	Finish
1.	Rates and Benefits Negotiated, Presented, Reviewed with SFHSS	December	June
2.	Health Service Board Review and Approval of Rates and Benefits	March	June
3.	Vendor Benefit Materials (review and confirmation) ¹⁸	June	September
4.	San Francisco Board of Supervisors Approval of Rates and Benefits	July	
5.	SFHSS Actuary Sends Out Confirmation Letters to Benefit Vendors	July	August

¹⁸ SFHSS vendors prepare and submit benefit materials (Summary of Benefits and Coverage, Evidence of Coverage, Summary of Benefits, etc.) to SFHSS for review and approval by the third Monday in August. During the following six to seven weeks, SFHSS works in close collaboration with all benefit vendors to ensure all plan materials are finalized prior to Open Enrollment (October).

Table 2: Benefit Vendor Annual Renewal Timeline

	Task	Start	Finish
6.	Open Enrollment Communications (creation, review, release) ¹⁹	April	October
7.	Open Enrollment Packets Mailed by SFHSS to Members	September	
8.	On-Site, Off-Site, and/or Virtual Open Enrollment Events ²⁰	October	
9.	Next Plan Year Confirmation Letters Mailed to Members ²¹	November	
10.	Open Enrollment Eligibility Files	November	December
11.	Start of New Plan Year	January	

2.6.2 Renewal Request Letter.

In December of each year, SFHSS, in collaboration with our actuary and consultant, will prepare a detailed renewal request letter for the plan year beginning the following January. The letter details proposed financial and non-financial changes for the plan year, including, as applicable to a given partnership, clinical, non-clinical, data reporting, and performance metrics.

2.6.3 Renewal Response Due.

A detailed renewal response will be due to SFHSS in January of each year for life and disability rates and benefits unless otherwise determined by SFHSS. The renewal response must itemize all proposed changes and clear underlying rationales for each.

2.6.4 Follow-up Responses Due.

¹⁹ The process of creating, editing, reviewing and obtaining vendor feedback, and ultimately releasing Open Enrollment communication materials (both in print and electronic form) to Members begins in April for Open Enrollment and the following plan year. Design, proofing, printing and mailing is a collaborative process with defined deadlines. For the 2025 benefit plan year and Open Enrollment, vendor review of Open Enrollment materials was due to SFHSS by July 31, 2024.

²⁰ Benefit vendors support on-site, off-site and virtual Open Enrollment events by providing representatives, presentations and collateral to Members. This real-time support by vendors for Open Enrollment, coupled with benefit materials, online resources, and the Member Services Division, allow SFHSS to inform Members of the all the benefit options available to them for the upcoming plan year.

²¹ The process for preparing, reviewing and mailing benefit confirmation letters to Members begins on the last day of Open Enrollment. Letters are mailed the final week of November.

SFHSS may request a follow-up to any proposed change(s) to be discussed at subsequent meeting(s), held either in person, via web conference or a combination thereof.

2.7 Plan Year 2026 Rates and Benefits

2.8.1 Health Service Board Review and Approval of Rates and Benefits

SFHSS and the SFHSS actuary Aon, with the support of benefit vendors, plans and carriers, present all proposed 2026 rates and benefits to the Health Service Board between February and June of 2025.

2.8.2 San Francisco Board of Supervisors Approval of Rates and Benefits

SFHSS submits the rates and benefits for review and approval by the Board of Supervisors following approval by the Health Service Board.

No benefit or rate is deemed final and accepted until approved by the Board of Supervisors.

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3. Response Requirements

3.1 Mutual Confidentiality and Non-Disclosure Agreement

Respondents must execute a Mutual Confidentiality and Non-Disclosure Agreement (or "MCA") to gain access to the Questionnaire and Census and Experience data.

The MCA is available at https://sfhss.org/RFPs under the heading for this RFP.

Each MCA designates a single Authorized Representative to speak on behalf of the Respondent for all matters relating to the RFP.

SFHSS will not recognize any other persons as representing Respondent during the RFP unless written directions, from an authorized legal representative for Respondent, is received twenty-four (24) hours in advance via email to michael.visconti@sfgov.org, cc: patrick.chang@sfgov.org; anne.thompson2@aon.com.

Upon review of the MCA by counsel, Respondent must provide the Authorized Representative's full name, title, and e-mail to michael.visconti@sfgov.org, cc: patrick.chang@sfgov.org; anne.thompson2@aon.com.

The MCA will then be executed through DocuSign (issued by SFHSS through the City and County of San Francisco DocuSign account).

If the signature of Respondent's counsel or another authorized representative is required for the MCA, Respondent should include that individuals information via email to michael.visconti@sfgov.org, cc: patrick.chang@sfgov.org; anne.thompson2@aon.com.

3.2 Minimum Qualifications

Respondent must meet the below minimum qualifications set forth here and in the Questionnaire at the time of proposal submission.

- A. Respondent has submitted a complete Questionnaire with all required benefits and services.
- B. Respondent possesses a financial rating equivalent to A3 or better (Moody's) or A-or better (S&P, Fitch, AM Best) at the time of proposal submission.
- C. Respondent is in good-standing with the State of California (and the State in which it is organized to do business) and qualified to provide the benefits and services in this RFP to clients within the State of California, including, but not limited to, licensing with the California Department of Insurance, for the benefits within the scope of this RFP.

- D. Respondent is able to comply with City-required data and confidentiality provisions, including onshoring of data and services, as set forth in Appendix A, Article 13 (Data and Security).
- E. Respondent will become an Approved City Supplier by March 31, 2025.²²
- F. Respondent includes a redline copy of Appendix A (Standard Agreement) listing any and all proposed changes and Respondent accepts that if it has failed to identity an objection to a particular term or condition in Appendix A (Standard Agreement), the term or condition will be deemed agreed to by Respondent if selected by SFHSS as a result of this RFP. SFHSS reserves the right to discuss any Respondent proposed change to the Agreement and to clarify and allow Respondent to supplement their response to Appendix A (Standard Agreement).
- G. Respondent will maintain compliance with all applicable federal and state regulations that apply to the plans quoted in accordance with the Standard Agreement, Section 11.10 (Compliance and Laws).
- H. The Respondent will maintain the levels of insurance set forth in Appendix A (Standard Agreement), Section 5 to cover the services provided.
- I. Respondent will require any and all subcontractors and network providers to maintain sufficient levels of corporate/general liability insurance, including medical malpractice coverage, to cover the services provided to the Plan including as required under Section 5.15 (f) in Appendix A (Standard Agreement).
- J. Respondent has ten (10) or more clients in excess of 20,000 lives for both Life and AD&D, with at least two (2) being public sector entities within the past two (2) years.
- K. Respondent has ten (10) or more clients in excess of 20,000 lives for Short Term disability, with at least two (2) being public sector entities within the past two (2) years.
- L. Respondent has ten (10) or more clients in excess of 20,000 lives for Long Term Disability, with at least two (2) being public sector entities within the past two (2) years.
- M. Respondent will provide dedicated ongoing off-site support and resources to assist SFHSS in the administration of the group life insurance and the group disability policies, and to assist eligible employees with voluntary benefit policies. These duties are expected to include, but not be limited to, (i) assisting SFHSS and insured

²² Respondents are not required to have an SF City Supplier ID at the time of bid. Find out how to become a SF City Supplier at: https://sfgov.org/oca/Qualify-Do-Business.

employees with understanding coverage and benefit features and with claim filing requirements; (ii) assisting claimants in submitting disability, death and waiver claims; (iii) reviewing enrollment applications for accuracy; (iv) assisting in annual enrollment needs such as benefit fairs, enrollment meetings, and trainings; (v) verifying evidence of insurance ("EOI") requirements, providing EOI forms and instructions; (vi) collecting beneficiary designation forms, reviewing for completeness and providing to SFHSS for retention; (vii) forwarding beneficiary designation form with the life insurance claim form to SFHSS when a life insurance claim is made; (viii) responding to employee, insured member and beneficiary communications regarding claim status; (ix) answering employee and insured member questions regarding benefits; (x) responding to SFHSS insurance and policy questions; and (xi) supporting SFHSS in updating new hire orientation materials.

- N. Respondent agrees that SFHSS shall be the sole system-of-record for all full-time active employees, who are subject to a collective bargaining agreement, and that are eligible for employer-paid life Insurance, employer-paid Long Term Disability Insurance, and/or supplemental Life Insurance, Accidental Death and Dismemberment, and Short-Term Disability Insurance.
- O. Respondent complies with all state insurance department filing requirements for all plans/products being offered in response to this RFP in the State of California and each state in which the City has employees.
- P. <u>No Loss of Coverage</u>: Respondent will provide "no loss, no gain" provision and will unconditionally provide continuous coverage to all current participants.
- Q. <u>No Loss of Coverage</u>: Respondent agrees that no active employees or disabled employees shall lose coverage as a result of this RFP.
- R. Respondent will not impose a statement of health or medical evidence upon the initial group of covered employees for coverage amounts currently in force for all coverages.
- S. Respondent certifies that it will comply with the Department of Labor's final claims procedure regulations, including the appropriate timeframes for (a) adjudicating claims, and (b) notice of appeal decisions.
- T. Respondent agrees to assume claim fiduciary responsibilities, including appeals, claim adjudication and defense of claim decisions.

- U. Respondent agrees to monitor federal and state legislation affecting the delivery of plan benefits to participants and to report to the client on those issues in a timely fashion, prior to the effective date of any mandated plan changes.
- V. Respondent agrees and will commit to maintaining all services onshore (Continental United States), including subcontractors with access to financial and/or claimant information and Respondent meets the terms and conditions of Section 13.5 (Management of City Data and Confidential Information) in Appendix A (Standard Agreement).
- W. For employer-paid Basic Life and LTD, Respondent accepts self-payment of Life and LTD premiums, payable by the 20th of the current month, for the prior months' eligibility.
- X. Respondent confirms that all benefits and product rates in response to this RFP are self-sustaining and are not cross-subsidized.

Any response that does not demonstrate that the Respondent meets these minimum qualifications by the Deadline for Proposals (Section 3.3) will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s). SFHSS reserves the right to request documentation to verify any minimum qualification(s).

3.3 Submission of Proposals

Proposals [Questionnaire and Redline of Appendix A (Standard Agreement)] must be received no later than **Monday**, **January February 13**, **2025** at **12:00 PM (PT) ("Deadline for Proposals")** via email to michael.visconti@sfgov.org, cc: patrick.chang@sfgov.org.

Submission of a Proposal shall be considered an electronic signature of the person authorized to obligate your company to the scope, terms, specifications, and pricing contained in the Proposal (RFP Section 3.1 "Authorized Representative").

- The Questionnaire must be in Microsoft Excel format (.xlsx).
- The Redline Appendix A (Standard Agreement) must be in Adobe PDF (.pdf) format.
- Implementation Plan²³

Late submissions will not be considered.

²³ Questionnaire tab 'Life_Di General Questions, cell B96: "Confirm that you have submitted an implementation plan containing schedule, lead, roles and responsibilities and key requirements and milestones."

SFHSS recommends emailing your proposal at least two (2) hours prior to the deadline and/or sending a second email requesting confirmation of receipt without any attachments.

Note to Respondents: electronic submissions which exceed 20MB will be rejected by City email servers. If your submission is close to or may exceed 20MB, notify Michael Visconti michael.visconti@sfgov.org, cc: patrick.chang@sfgov.org by or before 8:00 AM (PT) on Friday, January 3110, 2025. Upon timely notification, SFHSS will provide an alternative submission method.

3.4 RFP Questions and Requests for Clarification

Respondents shall submit any questions regarding the RFP in writing by **Friday, December 13, 2024, at 8:00 PM (PT) (Deadline for RFP Questions).**

Questions must be delivered by e-mail to <u>michael.visconti@sfgov.org</u>, cc: <u>patrick.chang@sfgov.org</u> and <u>anne.thompons2@aon.com</u>.

Respondents must provide specific information to enable SFHSS to identify and respond to each question.

At its discretion, SFHSS may contact a Respondent to seek clarification regarding a question.

SFHSS will publish answers to all submitted questions on a rolling basis and by or before **5:00 PM (PT) Friday,** December 203 January 10, 2024 on the SFHSS RFP webpage: https://sfhss.org/RFPs.

SFHSS reserves the right to extend and/or offer additional question and answer periods and make such opportunities available to all Respondents.

Any Respondent that fails to report a known or suspected problem with the RFP or fails to seek clarification or correction of the RFP, shall submit a proposal at its own risk.

3.5 Proposal Structure

Each Proposal shall contain only the following attached to a single email by or before the Deadline for Proposals (Section 3.3):

- 1. The Questionnaire must be in Microsoft Excel format (.xlsx).
- 2. The Redline Appendix A (Standard Agreement) must be in Adobe PDF (.pdf) format.

Each proposal shall contain only relevant information that is specific to this RFP and the specific questions and requests contained herein and in the Questionnaire.

While there is no intent to limit the content of any Proposal, a Respondent must emphasize simple, straightforward and concise statements that satisfy the requirements of the RFP, and clearly identify applicable subsection or question.

Respondents accept that superfluous information may be disregarded.

SFHSS may contact references listed for verification purposes only and only if deemed necessary by SFHSS prior to selection of the highest ranked respondent. References will not be contacted by the RFP Evaluation Panel.

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4. EVALUATION CRITERIA

This section describes the guidelines used for analyzing and evaluating Responses. SFHSS intends to select a Respondent that provides the best overall qualifications, inclusive of fees, rates and/or premium considerations.

4.1 <u>Proposal Deadline and Review of Minimum Qualifications</u>

SFHSS will determine, upon receipt of Proposals, in its sole discretion, whether Respondents have met the Minimum Qualifications (Sec. 3.2). Should SFHSS require additional information from any Respondent to confirm Minimum Qualifications, SFHSS will notify Respondent within five (5) working days of receipt of Proposal. Respondent will then have five (5) working days to submit additional information to SFHSS.

If it is determined that Respondent does not meet the Minimum Qualifications, Respondent's Proposal will be deemed non-responsive and there will be no further review, either by SFHSS or the Evaluation Panel. However, SFHSS reserves the right, in its sole discretion, to waive minor administrative irregularities.

4.2 Evaluation Panel

If Respondent meets all deadlines (Section 3), and meets the Minimum Qualifications (Sec. 3.1), as determined by SFHSS, SFHSS will submit the Questionnaires to an SFHSS-selected panel for evaluation (the "Evaluation Panel").

The Evaluation Panel will review each minimally qualified and responsive Proposal. Collaborative evaluation of Proposals will only be permitted so long as all members of the Evaluation Panel are present in person, by phone, by video conference, or a combination thereof ("Evaluation Panel Discussions").

Financial components of the Proposals shall be reviewed and scored by the SFHSS lead actuary and subject-matter experts and provided to the Evaluation Panel.

The evaluation criteria will be as follows:

Section(s)	Points
1. Non-Financial Questionnaire and Oral Interview	75
2. Premiums	70
3. Appendix A – Redline Form and Specifications	5

The identities of the Evaluation Panel, participating members SFHSS, and any subject-matter experts (SMEs) will remain confidential throughout the RFP process, with the exception of Oral Interviews whereby members of the Evaluation Panel and any observers to the RFP process may be identified in person, via telephone, Webex or video conference, or upon conclusion of the RFP, whereby the names of the members of the Evaluation Panel will be available with their submitted scores.

4.3 Oral Interviews

At SFHSS's sole discretion, following the review, evaluation and scoring of the Questionnaires, SFHSS may invite at minimum the top three (3) Respondents to an oral interview before the Evaluation Panel (Oral Interviews). SFHSS reserves the right to invite more than the top (3) respondents.

- A. The Oral Interviews will be conducted in-person at the SFHSS offices located at 1145 Market Street, San Francisco, California 94103.
- B. If conducted by SFHSS, Oral Interviews will be held via Microsoft Teams video web conferencing platform and will be recorded by SFHSS. Recordings will be subject to the San Francisco Sunshine Ordinance (San Francisco Administrative Code Sec. 67.249 (e).
- C. SFHSS will not provide questions to Respondents in advance of the Oral Interviews.
- D. SFHSS will notify Respondents of the roles and total numbers of personnel that will be allowed to participate in the Oral Interviews.
- E. If conducted, Oral Interviews will take place on or about February 27-28March 20-21, 2025 between the hours of 8AM and 5PM PT. Dates may be subject to change.
- F. SFHSS strongly recommends that all prospective respondents hold February 27-28, 2025 for Oral Interview should respondent be selected in the top (3) respondents following the questionnaire review and scoring. Prospective attendees will include proposed account management lead, executive account lead and subject-matter experts for the member-facing portal.
- G. SFHSS reserves the right to select and recommend the highest-ranking Respondent(s) without conducting Oral Interviews.
- H. In lieu of or in addition to Oral Interviews, SFHSS may conduct a written request for clarifications.

4.4 Final Ranking and Scoring Announcement

SFHSS will announce its final ranking and scoring following review by the Evaluation Panel and/or following the Oral Interviews via email to each Respondent's Authorized Representative and publicly to the HSB on March 13, 2024 (date subject to change).

4.5 <u>Proposal Provisions, Terms and Conditions of Proposal Submission and Reservation of Rights by City</u>

4.5.1 Disposition of Proposals, Public Disclosure and Confidentiality.

Upon opening, all Proposals in response to the RFP shall become the exclusive property of SFHSS and may be subject to public disclosure pursuant to the San Francisco Sunshine Ordinance (San Francisco Administrative Code Sec. 67.24(e)). In accordance with San Francisco Sunshine Ordinance, contracts, bids, responses to requests for proposals, Proposals, and all other records of communications between the Health Service Board, the officers and employees of SFHSS, members of the Evaluation Panel, and persons or firms seeking contracts, including but not limited to respondents, prospective bidders, and incumbent providers of in-scope services, shall be open to inspection immediately after a contract has been awarded. Nothing in this Request for Proposals requires the disclosure of the net worth of a private person or organization or other proprietary financial data submitted for qualification for a contract or other benefit until, and unless, that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

4.5.2 Confidentiality.

If a Respondent believes that any portion of its Proposal is exempt from public disclosure under the San Francisco Sunshine Ordinance or applicable California Public Records law, such portion may be marked "CONFIDENTIAL". SFHSS and the Health Service Board may deny public disclosure of any portions so designated and will work with Respondent to preserve the confidentiality of documents. The submittal of a Proposal with portions marked CONFIDENTIAL shall constitute the Respondent's agreement, in consideration for SFHSS' willingness to receive such response, to reimburse SFHSS for, and to indemnify, defend, and hold harmless SFHSS, the Health Service Board, the City and County of San Francisco, its officers, fiduciaries, employees, and agents from and against:

A. Any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to SFHSS' nondisclosure of any such designated portions of a Proposal; and

B. Any and all Claims arising from or relating to SFHSS' public disclosure of any such designated portions of a Proposal if disclosure is deemed required by law or by court order.

4.5.3 Contract Negotiation.

Following the announcement of the final ranking and approval by the HSB and BoS, SFHSS will commence contract negotiations with the highest-ranked Respondent. If SFHSS is unable to negotiate a satisfactory contract with the highest-ranked Respondent within a reasonable time, as determined by SFHSS, or if the highest-ranked Respondent deviates materially from the terms of the RFP or its Proposal, SFHSS, in its sole discretion, may terminate negotiations with the highest-ranked Respondent and begin contract negotiations with the next highest ranked Respondent.

4.5.4 Other Terms and Conditions.

The selection of a Respondent for contract negotiations shall not imply acceptance by SFHSS of all terms of the response, which may be subject to further negotiation and approvals before SFHSS may be legally bound thereby.

4.5.5 Approved City Supplier.

The selected Respondent agrees to become an approved city supplier **by or before March 31, 2025 or within (10) days of award,** whichever is later. Respondent can submit a Proposal without having a SF City Supplier ID (https://sfgov.org/oca/Qualify-Do-Business).

4.5.6 Appendix A (Standard Agreement).

Respondents agree to meet the applicable terms of the City-approved service agreement (Appendix A). If a satisfactory contract cannot be negotiated in a reasonable time with the selected Respondent, then the City/SFHSS may, in its sole discretion, terminate negotiations and begin contract negotiations with any other remaining Respondents, or reissue a subsequent RFP, a Request for Quote, a Request for Qualifications, or present the Back-up Renewal Process for Life and Disability Benefits to the HSB.

4.5.7 Conflict of Interest.

SFHSS cautions Respondents that the California Government Code Section 1090 conflict of interest prohibition pertaining to public officials and government employees has been interpreted to prohibit Contractors (including RFP Respondents, vendors and suppliers) from being financially interested in any contract that they help create. It is the sole responsibility of each Respondent, and their employees/contractors, to determine whether such a conflict of interest exists or may exist. Respondent, and Respondent's

employees and contractors, will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III (Conduct of Government Officials and Employees), Chapter 2 (Conflict of Interest and Other Prohibited Activities) of City's Campaign and Governmental Conduct Code, including the amendments as a result of Proposition D (https://sfethics.org/ethics/2024/06/what-will-proposition-d-do.html), Section 1.126 of the San Francisco Campaign and Governmental Conduct Code (Behest Payments) and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. Respondent, and Respondent's employees and contractors will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such potential conflicts during the term of the Agreement. Individuals who will perform work for SFHSS on behalf of Respondent might be deemed Contractors under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Respondent that the City has selected Respondent.

4.5.8 Requests for Clarification.

At any time during the Proposal evaluation process, SFHSS may require a Respondent to provide a written clarification regarding its Proposal. Nonetheless, SFHSS reserves the right to make an award without further clarifications of Proposals received.

4.5.9 Contract Delay Contingency.

In the event the implementation date under an agreement resulting from this RFP is delayed until a later year for any reason, the parties shall make a good faith effort to maintain the contractual relationship and to amend the applicable agreement as necessary to address the delay. In this event, SFHSS also reserves the right to terminate the applicable agreement at its sole discretion.

4.5.10 Cancellation.

Should Respondent wish to cancel, revise, or rescind its Proposal, a written letter so stating must be received by SFHSS via email (patrick.chang@sfgov.org, cc: michael.visconti@sfgov.org) before the Deadline for Proposals (Section 3.3).

Should respondent wish to revise a Proposal, the revised Proposal must be received before the Deadline for Proposals. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Deadline for Proposals for any Respondent.

4.5.11 Validity of Response.

Any Proposal must remain valid for a period of not less than one hundred and twenty (120) days from the date of submission. This includes services, rates/premiums/fess/other pricing, as well as the proposed Account Management, Account Executive.

4.5.12 Expenses.

There is no expressed or implied obligation for SFHSS to reimburse any Respondent for expenses incurred in responding to the RFP. SFHSS reserves the right to retain all submitted questions and responses to the RFP and use any information or ideas contained therein.

4.5.13 Authorized Communications.

Respondent will direct all communications, in writing, via email, to michael.visconti@sfgov.org, patrick.chang@sfgov.org and anne.thompson2@aon.com.

4.5.14 Unauthorized Communications.

Respondents are precluded from contacting other SFHSS staff, members of the Health Service Board, members of the Evaluation Panel, or any partners or consultants of SFHSS, including but not limited to other City employees, representatives, or officials, regarding the RFP.

Respondents are precluded from issuing news releases, social media postings, media releases, or other similar public releases of information regarding the RFP or the contents herein without prior written approval from SFHSS are prohibited.

Failure to adhere to the prohibition on unapproved communications may result is disqualification from the RFP and/or rejection of Proposal.

4.5.15 Rejection of Proposal.

SFHSS reserves the right to consider as acceptable only those Proposals submitted in compliance with all the requirements set forth in this RFP and the Questionnaire, and which demonstrate an understanding of the Scope of Services (Section 2). At its sole discretion, SFHSS reserves the right to reject any Response for reasons including, but not limited to:

- A. Collusion among two or more Respondents (including, but not limited to, Respondent's employees, consultants, officers, partners or subcontractors)
- B. Conflicts of interest:
- C. Submission of a conditional or incomplete Proposal;

- D. Failure to respond in the format required, both in content and sequence;
- E. Failure to submit the response by the specified deadline;
- F. Failure to answer any question in this RFP;
- G. Failure to meet a qualification or requirement;
- H. False or misleading statements;
- I. Non-responsive Proposal(s);
- J. Proposals submitted by a non-responsible Proposer; and/or
- K. Any other reason which, in SFHSS' opinion, the response or Proposal fails to meet the conditions and requirements of this RFP.

4.5.16 No Offer to Contract.

Issuance of this RFP in no way constitutes a commitment by SFHSS, the HSB, or the City, to award a contract. Acceptance of a Proposal neither commits SFHSS to award a contract to any Respondent, even if all requirements stated in this RFP are met, nor limits our right to negotiate in our best interest. SFHSS reserves the right to contract with a Respondent for reasons other than lowest price.

4.5.17 No Commissions.

No commissions will be paid, and none may to be included in any Proposal. No designation of Broker of Record (BOR) will be issued to any Prospective Respondent to procure a quotation from an insurance entity. No override payment, volume bonuses or other indirect payments of any kind to agents or third parties are allowed in connection with this RFP.

4.5.18 Consent to Reassign Personnel.

If selected by SFHSS, Respondent shall not reassign personnel assigned to the contract during the term of the contract without prior notification to SFHSS, including Account Executive, Account Manager and key staff identified by Respondent in its Proposal. If personnel are unable to perform duties due to illness, resignation, or other factors beyond Respondent's control, Respondent shall make every reasonable effort to provide suitable Substitute Personnel for review and approval by SFHSS.

4.5.19 Substitute Personnel.

If selected by SFHSS, Respondent shall coordinate with SFHSS regarding the selection of Substitute Personnel including from the personnel identified within the Respondent's RFP response, but not limited to in-person interviews with proposed Substitute Personnel.

4.5.20 Removal of Personnel.

SFHSS reserves the right to request personnel be removed from performing any services upon written notice from SFHSS including, but not limited to, for actual or perceived conflict(s) of interest. If any personnel are removed, Substitute Personnel shall be assigned.

4.5.21 Objections to the RFP Terms.

Should Respondent object on any ground to any provision or legal requirement set forth in this RFP, Respondent must, at least ten (10) calendar days before the Deadline for Proposals (Section 3.3), provide written notice to SFHSS setting forth with specificity the grounds for the objection(s). The failure of a Respondent to object within the time allowed, and in the manner set forth in this paragraph, shall constitute a complete and irrevocable waiver of any such objection(s).

4.5.22 Reservations of Rights by the City.

The issuance of this RFP does not constitute an agreement by SFHSS, the HSB, the Bos, or the City to enter into any contract. SFHSS expressly reserves the right at any time to:

- A. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- B. Reject any or all Proposals;
- C. Reissue a Request for Proposals, Request for Qualifications or similar procurement;
- D. Prior to submission Deadline for Proposals (Section 3.3), modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the Proposals;
- E. Procure any services specified in this RFP by any other means; or
- 1. Determine that no contract will be pursued.

4.5.23 Local Business Enterprise.

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") shall apply to this RFP. For more information, please go to the Contract Monitoring Division (CMD) webpage at http://sfgov.org/cmd/. The 10% Micro-LBE and Small-LBE rating bonus provisions applies to this project because the anticipated Agreement amount is less than

\$10 Million. Micro-LBEs and Small-LBEs that apply for the rating bonus must be certified by the proposal due date. If they are not certified by the bid due date, the rating bonus will not be granted. The 2% SBA-LBE rating bonus provisions applies to this project because the anticipated Agreement amount is less than \$20 Million. However, the 2% rating bonus for SBA-LBEs shall not be applied if it would adversely affect a Micro-LBE or Small-LBE. SBA-LBEs that apply for the rating bonus must be certified by the proposal due date. If they are not certified by the bid due date, the rating bonus will not be granted. LBE firms must submit Form 2A with their proposal to be considered for the ratings bonus. See http://sfgov.org/cmd/file/371 (pages 10 and 11).

4.6 Protest Procedures

4.6.1 Protest of Non-Responsiveness Determination or Failure to Meet Minimum Qualifications.

Within five (5) working days of SFHSS' issuance of a notice of non-responsiveness, any Respondent that has submitted a Proposal and believes that SFHSS has incorrectly determined that its Proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by SFHSS on or before the fifth (5th) working day following SFHSS' issuance of the notice of non- responsiveness. The notice of protest must include a written statement specifying in detail each and every ground asserted for the protest. The protest must be signed by Respondent's Authorized Representative or another individual authorized to represent Respondent, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify all facts and evidence that would support and/or justify the protest.

4.6.2 Protest of Ranking, Scoring, Awarding of Oral Interview, Recommendation to HSB, or Contract Award.

Within five (5) working days of notice of final ranking, including awarding of an Oral Interview, any Respondent that has submitted a responsive Proposal and believes that SFHSS has incorrectly ranked the Respondents, may submit a written notice of protest. Such notice of protest must be received by SFHSS on or before the fifth (5th) working day after notice of final ranking. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent Respondent, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify all facts and evidence that would support and/or justify the protest.

4.6.3 Delivery of Protests.

Respondents are responsible for delivery to, and confirm receipt by, SFHSS of any protest by the deadlines specified in Section 4.6 (Protest Procedures). If a protest is mailed, the protesting Respondent bears the risk of non-delivery within the deadlines specified herein.

Protests must be delivered <u>via email with delivery receipt requested</u> to:
Michael Visconti
Contracts Administration Manager
San Francisco Health Service System
<u>michael.visconti@sfgov.org</u>

With mandatory copies sent to (cc:): abbie.yant@sfgov.org, jennifer.donnellan@sfcityatty.org, and guibert@sfcityatty.org.

Protests or notice of protests made orally, by U.S. Postal Service or common carrier, by messenger or by any other means than via email as required above, will not be considered or accepted by SFHSS.

RFP Appendix A – Standard Agreement

See SFHSS Requests for Bids, Quotes, Proposals and Qualifications (https://sfhss.org/RFPs) under Life and Disability Request for Proposal (RFPQHSS2024.B1).