

proprietary or confidential. Unless portions of a proposal are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request.

- f. WCPS will notify the vendor if a Freedom of Information Act (FOIA) request is received in connection with a Bid or RFP that has confidential information identified.
- g. If litigation is instituted against the Board of Education or its agents, the party opposing the release must provide representation to the Board or cover the cost of counsel and all other related litigation expenses. As a condition for WCPS keeping the information confidential, the offeror must agree to defend and hold WCPS harmless if any information is inadvertently released.

36. Indemnification

The Vendor shall indemnify, defend, and hold harmless the Board and its respective elected officials, employees, departments, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and its respective elected officials, employees, departments, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Vendor (or its employees, agents, or volunteers), including any and all claims, costs, and/or losses whatsoever occurring or resulting from the Vendor's failure to pay any such compensation, wages, benefits, or taxes, and the supplying to the Vendor of work, services, materials, or supplies in connection with or in support of the performance of this Agreement.

37. Force Majeure

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, terrorism, or other similar occurrences. If either party is delayed by Force Majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. WCPS may also consider requests for price increase for materials and/or raw materials that are directly attributable to the cause of delay. WCPS reserves the right to cancel the contract and/or purchase products, materials, equipment or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against WCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure as defined herein.

38. Disputes

If a dispute arises under this agreement, each party shall appoint a representative to resolve the dispute. Both parties shall use best efforts to arrive at a final resolution of the dispute. In the event that a final resolution negotiated between party representatives is not attainable, the Supervisor of Purchasing will issue a final decision.

39. Non-Collusion

- a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.
- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

40. Ethics Policy

- a. The Board of Education of Washington County has an Ethics Policy, which covers conflict of interest, financial disclosure, and lobbying. All bidders are expected to comply with any and all Ethics Regulation that may apply to them individually or as a business entity.

- b. All bidders should carefully review Board Regulation BBFE-R, Ethics Regulations, which prohibits WCPS employees from benefiting from business with the school system.

41. Conflict of Interest

The bidder will advise WCPS in writing as soon as possible, but not later than the date of the Bid/RFP opening, of any known relationships with a third party, or WCPS employee or representative, which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

42. False Statements

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- a. In connection with a procurement contract a person may not willfully:
 - i. falsify, conceal, or suppress a material fact by any scheme or device;
 - ii. make a false or fraudulent statement or representation of a material fact; or
 - iii. use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

43. Audit and Document Retention

The Awarded Vendor shall retain and maintain all records and documents relating to this contract for four (4) years after final payment or such longer period of time as required by law or rule or regulations. The Contractor shall: (i) maintain complete and accurate books and records regarding its business operations relevant to the calculation of amounts payable under the Contract and any other information relevant to the Contractor's compliance with the terms and conditions of the Contract; and (ii) upon WCPS' request, make such books and records, as well as any of its employees, agents, affiliates, or subcontractors who might reasonably have information related to such records, available during normal business hours for inspection, audit, or reproduction by any authorized WCPS representative. WCPS shall: (a) provide the Contractor with reasonable prior notice of any audit; (b) undertake an audit not more than once per calendar year, except for good cause shown; and (c) conduct or cause to be conducted such audit in a manner designed to minimize disruption of the Contractor's normal business operations.

44. Right to Data

All data, reports and other documents generated for the Board, provided by the Board, and accumulated by the consultant/contractor in the performance of this order/award, shall remain the property of the Board, and shall be returned to the control of the Board upon completion of the contract. No personal student, employee, or Board information, as defined by federal and state law and Board policy, shall be disclosed or published unless otherwise agreed herein.

45. eMaryland Marketplace Advantage (eMMA) Registration

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (eMMA). Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at (<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>) regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

SECTION II - SPECIFIC TERMS AND CONDITIONS

- **Pre-Proposal Conference**

No pre-proposal conference will be held

- **Questions and Inquiries**

Questions and inquiries should be emailed to Scott Bachtell (bachtsco@wcps.k12.md.us) with a copy to Cheri Herschman (cheri_herschman@ajg.com) and Tricia Riley (rileytri@wcps.k12.md.us) by the time and date list on the Bid coversheet. Please put the following in the subject line “2022-12 – Diabetes Management Program”

- **Contract Period**

The initial contract shall be for a period will begin January 1, 2022, and end December 31, 2025.

WCPS reserves the option to renew this contract for one (1) additional two (2) year period, subject to acceptable performance. Prior to a contract renewal, WCPS and the awarded firm will communicate regarding performance, pricing, revisions, and modifications to this contract.

- **Pricing**

Fees and rates quoted must be the guaranteed during the contractual period. The renewal fees must also be the guaranteed maximum amount for two (2) years. Advance notice of all subsequent contract renewal fee changes must be provided 120 days prior to the contract anniversary year to the contract managers.

- **Acceptance of Terms and Conditions**

This Bid/RFP contains no contractual offer of any kind. Any proposal submitted will be regarded as an offer by your company and not an acceptance of any offer by WCPS. No contractual relationship will exist except pursuant to a written Notice of Award/Acceptance and a fully executed Purchase Agreement issued by WCPS.

By submitting a response to this Bid/RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in the Bid/RFP and addenda unless an exception is clearly noted and the reason for the exception explained in the proposal. Failure to indicate any exception in the Proposal shall be an indication that the respondent will fully comply with all Bid/RFP requirements as written.

- **Contract Terms**

- a. Once awarded, any changes or modifications, etc., must be brought to the attention of, and approved by the Contract Administrators in advance of the change or modification. WCPS may accept or decline the change to the contract.
- b. WCPS is not obligated to any purchase quantity or dollar amount. The Board of Education will reject bids that stipulate minimum order quantities that must be purchased.
- c. WCPS reserves the right to increase or decrease quantities as required. Quantities are approximate and the bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.
- d. WCPS reserves the right to make purchases from alternate sources if it is in its best interest to do so; however, the awarded vendor would be given an opportunity to match the pricing.
- e. Vendors should be prepared to submit schematics/documentation (if not available on the web) and after warranty service procedures for all equipment awarded to their company, upon request by the Contract Administrator.

- **Proposal Submission**

- a. *All parts of the submission can be included in the proposal.*
- b. Due to possible changes and/or additions to the solicitation package, WCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to

allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda. **Proposal submissions should cannot be emailed.**

c. Electronic copies must be submitted in the format they were sent in.

*The **Technical Proposal** (including all Signature pages) must include the following:*

	<u>Quantity</u>
Original:	One (1)
Copy:	One (1)
Electronic Version (USB Flash Drive)	One (1)

*The **Price Proposal** must be separate files and include the following:*

	<u>Quantity</u>
Original:	One (1)
Copy:	One (1)
Electronic Version (USB Flash Drive)	One (1)

d. Due to possible changes and/or additions to the specifications, proposals should not be mailed until after the question period ends. All changes will be processed through addenda to this solicitation package.

e. **All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., should be labeled with the bid name, bid number, and due date/time. This will help assure timely receipt of bids in the Purchasing Department. Bids not received in time due to improper labeling will be considered non-responsive.**

f. All forms must be properly completed and where applicable signed by an officer or principal of the company.

g. If the qualifications proposal is deemed incomplete or indicates unacceptable staffing, experience or skills, WCPS will not open the price proposal; the price proposal would be returned unopened to the bidder.

h. The time/date for opening of the Proposals will not be publicly announced. The information contained in the qualifications proposals will not be released to the public until a final decision is made by the Board of Education.

- **Evaluation**

A committee of WCPS staff will independently review and evaluate each proposal. The committee will then review and evaluate the proposals with assistance from the WCPS consultant. The determination of ranking of the bids according to these criteria rests with the Supervisor of Purchasing whose final judgment will not be grounds for appealing the contract award.

- **Award**

It is WCPS' intent to award the contract to the firm(s) which, based upon the criteria for evaluation, is the most responsive, responsible and the most qualified to accomplish the scope of services (work) and is in the best interest of WCPS.

- **Right to Negotiate**

The WCPS retains the right to negotiate specific contractual terms for products, services, and pricing. However, each bidder should submit a best and final offer in their initial bid package. Based upon the initial price offers, WCPS may or may not conduct price negotiations or discussions with any/all Bidders. Based on a change in the specifications, or if the price offers exceed the available funds, the Supervisor of Purchasing may invite revised price offers from finalist companies only. The WCPS reserves the right, in its sole discretion, to award a contract based upon the original written proposals received without further discussion or negotiation.

- **Electronic Version**

The Bid/RFP has been made available by electronic means to expedite the Proposal submittal process. The Bidder acknowledges and accepts fully the responsibility to ensure that no changes are made to this Bid/RFP. In the event of

a conflict between a version of the Bid/RFP in the Bidder's possession and the Purchasing Department's version of the Bid/RFP, the document held by the Purchasing Department shall govern. A hard copy of all documents must be submitted with original signatures, if there is a conflict between the electronic copy and the hard copy the hard copy will govern.

- **Contractor Employee Conduct**

The vendor shall enforce strict discipline and good order among the vendor's employees and other persons carrying out the contract. The vendor shall not permit employment of the unfit persons or person not skilled in tasks assigned to them. WCPS reserves the right to direct the vendor to remove from the project site, any employee of the vendor for misconduct, violations of the provisions of the contract, or for any inappropriate interactions with students, faculty or staff of WCPS. Such removal may, at the option of WCPS be for the duration of the contract and shall occur at no increase to WCPS.

- **Damages/Responsibilities for Items Tendered**

- a. The vendors will be held responsible for and shall be required to make good, at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.
- b. The vendors will be responsible for the items covered by this contract until they are delivered and/or installed/assembled at the designated place of delivery.

SECTION III PURPOSE

1. The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals from licensed qualified sources to establish one or more contracts through competitive RFP process for administration of its group Diabetes Population Health Management Program for Washington County Public School employees and their dependents. This proposal is issued by the WCPS Purchasing Department on behalf of WCPS, and the WCPS Board of Education, political subdivisions of the state of Maryland (herein referred to collectively for convenience as “WCPS”).
2. WCPS Objectives:
 - a. To provide employees with a quality, affordable diabetes benefits program responsive to the diverse needs of employees;
 - b. To positively impact the WCPS cost containment strategy for their self-insurance fund
 - c. To responsibly utilize governmental dollars.
3. It is not the intent of this RFP to limit Offerors to only those certain specific plan designs or programs that are specified in this RFP. It is the intent of the RFP to solicit plan designs and programs that the Offeror recommends as the most viable and feasible means to achieve the benefit objectives of WCPS.
4. This Request for Proposal is issued by WCPS Purchasing Department with the assistance Gallagher Benefit Services, Incorporated. WCPS has selected **Gallagher Benefit Services, Inc. (AJG)** as their Employee Benefits and Communications Consultant. Services of the Consultant may include, but are not limited to, assisting the employer in the analysis of existing benefit designs and funding arrangements; strategic planning of alternative programs; preparation of health and prescription drug insurance program specifications and criteria; the analysis and evaluation of proposal responses; and, preparation of final reports and recommendations for award(s). The Purchasing Department & Gallagher Benefit Services, Inc. is the contact for the contractual provisions of this RFP and resulting proposals.
5. For ease of reference, each organization submitting a response to this Request for Proposal will hereinafter be referred to as an “Offeror”. An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a “Contractor”.
6. **The contents of the proposal submitted by the successful Offeror(s), this RFP and all modifications made thereof, will become part of any contract awarded as a result of the Statement of Needs contained herein. The successful firm(s) will be required to sign a contract with The Board of Education of Washington County.**

SECTION IV BACKGROUND

1. The following is a basic summary of information provided for Offeror reference and to assist Offerors in assessing WCPS’s past history and requirements.

Employer: Washington County Public Schools (WCPS)

Address: 10435 Downsview Pike, Hagerstown, MD 21740

Active Eligibility: Permanent Full-time employees working at least 30 hours per week.
Permanent Part-time employees working at least 15 hours per week.
Employees are eligible date of employment.

Government & Schools (WCPS) -
Employee Household members are eligible for the duration of the employee’s eligibility.

Retiree Eligibility: Retirees who retire from Schools employment and who immediately begin receiving retirement benefits are eligible to retain benefits under the appropriate plan. This plan may not be offered to retirees over 65 but will offer other retirees.

Industry: K-12 Public School

Coverage to be Quoted: Diabetes Population Health Management Program for pre-diabetics and diabetics

Current Carrier: None (medical and prescription are through CIGNA)

Proposed Contractual Period: January 1, 2022- January 1, 2025

Deviations: N/A

Current Fees: None

Employee Census: Please email cheri_herschman@ajg.com with copy to bachtsco@wcps.k12.md.us intent to bid; de-identified census will be released

Claims Experience: Please email cheri_herschman@ajg.com with copy to bachtsco@wcps.k12.md.us intent to bid.

Commissions: Net of broker commissions

2. Offerors shall include, in their proposal response relative to the Statement of Needs, proposals that incorporate the following WCPS preferences wherever possible:

No Loss, No Gain: Coverage should be written on a no loss, no gain basis. It will be assumed that all carriers will accept all currently covered participants and that no covered participant will lose coverage, unless otherwise disclosed in their proposal. It will also be assumed that all carriers will waive the actively-at-work and dependent non-confinement requirement, unless otherwise disclosed by the carrier in their proposal.

Rate Guarantees: All rates and/or fees must be guaranteed for the contractual period of January 1, 2022 – January 1, 2025.

Plan Design:

- ◆ Please propose a plan design that includes communication, education, coaching and utilization management of the pre-diabetic population as well as the diabetic population.
- ◆ Please note additional programs that WCPS may take advantage of in the future.

SECTION V- STATEMENT OF NEEDS

The Contractor shall provide all resources as may be required to administer its group Diabetes Population Health Management Program to WCPS employees, their dependents and retirees. The administration of the program requires the Contractor to, at a minimum:

1. Provide and/or make available necessary, appropriate and high-quality service related to Diabetes Population Health Management Program to the County's eligible employees, under age 65 retirees, and their dependents. Any proposed plan must be capable of providing coverage to all eligible employees and their dependents of WCPS. This program should include resources for both pre-diabetic population and the diabetic population within WCPS.
2. Provide necessary and appropriate program administration and services, including but not limited to, maintaining payment record; capable of the wire transferring of funds; capable of making payment of providers directly; furnish monthly accounting statements and employer showing enrollment, premiums received, and list of expenses charged.
3. Meet with the appropriate WCPS's management staff(s) within thirty days after the contract award date to review the Contractor's plan, to present the proposed communication material, and to jointly establish a preliminary implementation plan and open enrollment program and schedule.
4. Furnish to each employee enrolled in the plan a benefit summary outlining and defining all covered services, limitations and exclusions, procedures for receiving services, schedule of benefits, and other plan information requirements. The initial documents must be provided to WCPS on a timely basis but not later than the contract effective date (November 1, 2021). The County shall review and approve the documents prior to distribution.
5. Once an acceptable form of contract is mutually agreed upon, the Contractor is required to clearly outline any contract modifications prior to contract renewal, for WCPS legal review and input; will not entertain the review of a completely new contract format/agreement upon each annual renewal of the resulting contract. If a renewal letter stating updated proposed rates serves as the official renewal, such letter shall be provided within the same timeline.
6. If available, provide WCPS with quarterly utilization reports specific to the services rendered to covered members.
7. Provide WCPS with a detailed annual accounting showing all expenditures. As part of any and all reporting requirements, the Contractor shall provide full financial disclosure and any and all information relative to the contract.
8. Provide a single point of contact responsible for quality control, resolving problems, and expediting services related to the overall performance of the contract.
9. Maintain a local or toll-free customer service number for employees and dependents.
10. All other related tasks which may be required in order to provide for the smooth operation of the program.
11. **Transfer of data and records:** The Offeror must agree that at termination or expiration of the contract all data and records necessary to administer the Diabetes Population Health Management Program shall be transferred to the new contractor within thirty (30) days of the request. Such transfer may be accomplished either by electronic data feed or by paper based upon the mutual agreement between the outgoing contractor and the new vendor. This data may include calendar year deductible and annual out-of-pocket limit credits applicable for each member for services incurred prior to the termination date.

SECTION VI- SPECIFICATION OVERVIEW

Proposal Format: Proposals must be submitted on 8-1/2” x 11” paper. Proposals are to be prepared simply and concisely. Elaborate art work, expensive paper, visual, and other presentation aids are not required.

Please submit one pdf of your entire proposal along with one pdf of your entire redacted proposal (section II, Number 35). Each section should be identified within the pdf.

Due to possible changes and/or additions to the solicitation package, WCPS requests that bidders delay submission of their bid package until after the date of the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda and posted on WCPS’ website.

I	RFP Response and DPHMP Questionnaire
II	Vendor Proposal of services (no pricing); List all deviations from current and proposed plans. Provide list of limitations and exclusions and Performance Guarantee Exhibit
III	Pricing and Vendor Proposal if desired (under sealed bid and separate envelope)
IV	Sample management reports and documents
V	Sample documents and communication materials

References: Please submit 3 active clients of similar size and industry.

Questions:

- Please describe your solutions for both pre-diabetics and diabetic population.
- Please describe your online resources, mobile app and call center resources.
- Please include 3 case studies of positive impact from your program.
- Please discuss achievable Return on Investment over a 3-year time frame. What performance guarantees can you offer to WCPS?
- What types of diabetes do you cover?
- What is your average A1C reduction? Please indicate if that is a validated or estimated A1C reduction.
- What long term results have members seen after 1 year?
- Do you offer any employee communication programs or services for diabetes management?
- What is your average participation/engagement rate? What is this rate after one year?
- What type of coaching is available for both pre-diabetic and diabetic population? Also, what general education is available for the general population to create awareness?

- Does the member have access to a pharmacist or physician?
- Do you perform proactive outreach to members with out of range blood glucose values?
- Have you dealt with gaps in care for other specific disease programs?
- Describe how you close gaps in care for diabetics (i.e. annual eye exam, annual foot exam, quarterly A1C testing, etc.)
- How can members share their care plan with their primary care team?
- Are testing supplies included at no cost to the member?
- Do you support CGM devices? Or do you offer CGM devices to members?
- What other programs do you offer to address co-morbid conditions?

SECTION VII- EVALUATION AND AWARD CRITERIA

Evaluation Criteria: An Evaluation Committee will evaluate the proposals using the following criteria. The network is critical.

Organizational capabilities and financial strength:	15 points
Communication and engagement plans:	15 points
Cost aspects of proposal:	15 points
Plan Designs and Value Adds	30 points
References proposal:	5 points
Overall completeness and quality of proposal:	5 points

Award of Contract: Selection shall be made of those Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including fees, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offeror(s) so selected. Price shall be considered, but need not be the sole determining factor.