

RFP No: #23-050123 – International Student Health Insurance

**YOUNGSTOWN STATE UNIVERSITY
REQUEST FOR PROPOSAL**

Date Issued: May 08, 2023

Due Date/Time: June 02, 2023, 2:00 PM

RFP #23- 050123– International Student Health Insurance

Youngstown State University (YSU) is seeking a qualified service provider for international student health insurance plans for students attending the Youngstown State University. These services must be in accordance with the terms, conditions and requirements set forth in this Request for Proposal (RFP).

Proposals must be received, by the due date/time specified above at the location below. Proposals received after the due date/time may be returned unopened, to the Vendor.

Sign and deliver proposal, cover sheet, and schedules to:
Mailing Address:

Procurement Services
Jones Hall – 2nd Floor
Youngstown State University
One University Plaza
Youngstown, Ohio 44555

Phone: 330-941-3193
Attention: Alan Miller
Email: procure@ysu.edu
Email Bids are Permitted.

Envelopes must be sealed and designated- RFP No: #23-050123– International Student Health Insurance

Note:

1. No public proposal opening will be held due to the complexity of responses and need for committee review.
2. Completed Proposal Packages need to be received via a packet that includes an original printed hard copy and a flash drive. Email Copies are not acceptable.
3. Final results will be posted on the [Procurement Services Competitive Event website](#).

By signing this document, I am agreeing, on behalf of my firm, to the RFP instructions and terms.

This is a one-year contract, beginning around August 1, 2023, through July 31, 2024, with two – one-year options for renewal.

Submitted by: Company _____

Authorized Signature _____

Name _____
(Printed Name) (Title) (Date)

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- RFP TIMELINE AND SCHEDULE
- RFP ISSUED: May 8, 2023
- NOTIFICATION OF INTENT TO BID is OPTIONAL: Friday, May 26, 2023
- RFP QUESTIONS DUE: Tuesday, May 16, 2023, by 2:00 PM EST
- RESPONSES TO QUESTIONS: Friday, May 19, 2023, by 5:00 PM EST
- RFP CLOSING DATE: Friday, June 02, 2023, by 2:00 PM EST
- PRESENTATIONS for FINAL SELECTEES (Virtual format only) June 2023
- SELECT VENDOR/NEGOTIATE CONTRACT: June 2023

About YSU

YSU, an urban research university, emphasizes a creative, integrated approach to education, scholarship, and service. YSU places students at its center; leads in the discovery, dissemination, and application of knowledge; advances civic, scientific, and technological development; and fosters collaboration to enrich the region and the world.

YSU consists of the College of Graduate Studies and six undergraduate colleges: the Williamson College of Business Administration; the Beeghly College of Education; the College of Creative Arts & Communication; the Bitonte College of Health and Human Services; the College of Liberal Arts and Social Sciences; and the College of Science, Technology, Engineering, and Mathematics. Degrees offered include associate, bachelor's, master's, and doctorate.

YSU is located on a 145-acre campus near downtown Youngstown, Ohio and is equidistant (approximately 60 miles) from both Pittsburgh and Cleveland. Fall 2022 enrollment was 12,756. In Spring 2023, international enrollment was 655. The University is anticipating a large influx of new international students in Fall 2023 (400 +), bringing the total anticipated international enrollment to 900 – 1,000. More information about YSU is available online at [YSU website](#).

RFP Background

This request for proposals (RFP) is to provide qualified suppliers of Health Insurance for Students to be given an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of Youngstown State University. This RFP will provide interested service providers with sufficient information to prepare and submit proposals for consideration by Youngstown State University to satisfy the need for health Insurance services as noted below in the specifications.

SECTION I Definitions

Relative to this document, and any addenda incorporated therein, the following definitions apply.

Addendum: A written instrument, issued solely by YSU that details amendments, changes or clarifications to the specifications and terms and conditions of this RFP. Such written instrument shall be the sole method employed by YSU to amend, change or clarify this RFP, and any claims (from whatever source) that verbal amendments, changes or clarifications have been made shall be summarily rejected by YSU.

Agreement, Contract or Purchase Order: Award resulting from the RFP or Request for Quotation.

Bidder, Vendor, Awardee, Supplier: Respondent to the RFP or Request for Quotation.

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May, Should: Indicates something that is requested but not mandatory. If the Vendor fails to provide requested information, YSU may, at its sole option, either request that the Vendor provide the information or evaluate the proposal without the information.

Proposal, Quotation: Response provided by Vendor.

Proposal Closing Date: The date and time specified in this RFP by which the quotation or proposal must be received by YSU Procurement Services in accordance with Section II of this RFP. Proposals received after such date and time may not be considered.

RFP: Request for Proposal.

Shall, Must, Will: This indicates a mandatory requirement. Failure to meet mandatory requirements may invalidate the proposal or result in rejection of a proposal or quotation as non-responsive.

SECTION II

YSU Standard RFP Instructions and Agreement Terms

Vendors are cautioned to read this entire document carefully and to prepare and submit their response providing all requested information in accordance with the terms and conditions set forth herein. To be considered, Vendors must submit a complete response to this RFP in the format detailed by the specifications. Proposals must be dated, signed by an official authorized to bind the Vendor to the terms of the proposal and submitted to YSU in accordance with the instructions, terms, and conditions of this RFP.

Youngstown State University reserves the right to:

- Accept or reject any or all proposals, or any part thereof, or to withhold the award and to waive, or decline to waive, irregularities in any proposal when determined that it is in its best interest to do so.
- Hold all proposals for a period of up to ninety (90) days after the opening date and to accept a proposal not withdrawn before the scheduled proposal opening date.
- Waive any informality or technicality contained in any proposal received.
- Waive any minor or major defect in the proposal.
- Conduct discussions with respondents and accept revisions of proposals after the closing date.
- Make an award based upon various selection criteria.
- Request clarification from any Vendor on any or all aspects of its proposal.
- Cancel and/or reissue this RFP at any time.
- Retain all proposals submitted in response to this RFP.
- Invite some, all, or none of the Vendor(s) for interviews, demonstrations, presentations, and further discussion.
- Negotiate a possible contract and potentially solicit "best and final offers" from some or all respondents prior to or during this negotiation process.
- Award to one, some, or none of the Vendors who submit proposals.

Proposals received after the time for closing may be considered invalid.

Apart from the contact required for any on-going business at YSU, Vendors are specifically prohibited from contacting any individual at, or associated with, YSU regarding this RFP. Vendor communication shall be limited to the contact named on the cover page of this document.

RFP Terms and Instructions:

1. Agreement Extension: YSU reserves the right to extend any agreement resulting from this RFP beyond the normal expiration date if YSU determines it to be in their best interest and the selected Vendor(s) agrees to the extension.
2. Assignment: Any agreements entered as a result of this offering may not be assigned by the selected Vendor without the expressed written consent of YSU and the participating members.

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Compliance: Vendor warrants that both in submission of its proposal and performance of any resultant purchase order or contract, Vendor will comply with all applicable Federal, State, and local laws, regulations, rules, and/or ordinances.

3. Confidential Information: Any and all information, the release of which is prohibited by State or Federal law or regulation, including but not limited to the protections of the Family Educational Rights and Privacy Act (FERPA), and the Gramm Leach Bliley Act (GLBA) constitutes Confidential Information. Vendor agrees to hold the Confidential Information in strictest confidence. Vendor shall not use or disclose Confidential Information received from or on behalf of the University or any of its students, faculty, or staff except as permitted or required by contract or by law, or as otherwise agreed to in writing by the University. Vendor shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted Confidential Information. Service Organization Control (SOC) Audit reports must be available if applicable to this event. Vendor shall abide by the Privacy and Security Rules as set forth by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
4. Conflicts of Interest and Ethics Compliance: No personnel of Vendor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to YSU in writing. Thereafter, he or she shall not participate in any action affecting the work under this agreement, unless YSU shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any action would not be contrary to the public interest.
5. Ethical Conduct: It is expected that once an agreement is issued, Vendors (awarded or not awarded) will not undertake any actions that might interfere with, or be detrimental to, the contractual obligations of YSU. YSU reserves the right to take any and all actions deemed appropriate in response to unethical conduct by a Vendor. Such actions include, but are not limited to, establishing guidelines for campus visits by a Vendor, and/or removal of a Vendor from YSU's Vendor list(s).
6. Contact: Apart from the contact required for any on-going business at YSU, Vendors are specifically prohibited from contacting any individual at, or associated with YSU regarding this RFP. Vendor communication shall be limited to the contact named in this RFP document. A Vendor's failure to adhere to this prohibition may, at YSU's sole discretion, disqualify the Vendor's proposal.
7. Evaluation: If an award is made, the Vendor(s) whose proposal, in the sole opinion of YSU, represents the best overall value to YSU will be selected.
8. Findings for Recovery (Ohio Revised Code Section 9.24): Ohio Revised Code (O.R.C.) Section 9.24, prohibits the State from awarding a contract to any Vendor against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, Vendor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this RFP, without notifying YSU of such finding.
9. Hold Harmless: It is understood that the Vendor, if awarded an agreement agrees to protect, defend, indemnify, and save harmless YSU from any claims suits or demands for payment that may be brought against it due to the acts, errors, or omissions of Vendor in providing the services under this agreement.
10. Incurred Expenses: The Vendor, by submitting a proposal, agrees that any costs incurred by responding to this RFP or in support of activities associated with this RFP shall be the Vendor's sole responsibility and may not be billed to YSU. YSU will incur no obligation of liability whatsoever to anyone resulting from issuance of, or activities pertaining to this RFP.

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11. Minimum Insurance Coverages and Requirements:

The selected Vendor(s) shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, YSU shall not be deemed or construed to have assessed the risk that may be applicable to the selected Vendor(s). The selected Vendor(s) shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages.

The selected Vendor(s) is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Coverages:

A. Commercial General Liability: ISO form CG0001 or its equivalent. Coverage to include:

- Premises and Operations
- Personal Injury/Advertising Injury
- Products/Completed Operations
- Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
- Independent Contractors

Limits Required: The selected Vendor(s) shall carry the following limits of liability: [Minimum Insurance Requirements](#).

Additional Requirements:

Commercial General Liability (CGL) must include coverage for liability arising from products-completed operations and liability assumed under an insured contract.

If the CGL insurance has a general aggregate limit, then ISO endorsement CG2504 (03/97 Edition) or its equivalent must be added. The Designated Location(s) General Aggregate Limit must be maintained for the duration of the agreement, and the limit must be twice the minimum required occurrence limit.

The selected Vendor(s) shall name YSU and its Board of Trustees, officers, employees, agents, and volunteers as Additional Insureds on ISO endorsement CG 2026 or its equivalent.

The CGL policy shall contain no endorsement or modification limiting the scope of coverage for liability assumed under a contract or liability arising from pollution.

All Policies:

- Must be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by YSU.
- Must include a Waiver of Subrogation Clause.
- May not be non-renewed, cancelled, or materially changed or altered unless thirty (30) days advance written notice via certified mail is provided to YSU.

12. Non-Discrimination: In submitting their proposal or performing that which results from an award by YSU, the successful Vendor agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, handicap or Vietnam era veteran status. The successful Vendor further agrees that every sub-contract for parts and/or service for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. This covenant is required pursuant to Executive Order 11246, Laws and Regulations of the State of Ohio. Any breach thereof may be regarded as material breach of contract or purchase order.

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13. Prohibition of Offshore Outsourcing: The Vendor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract and shall perform no services required under this Contract outside of the United States.

[Governor's Executive Order 2011-12K](#).

The Vendor also affirms, understands, and agrees to immediately notify YSU of any change or shift in the location(s) of services performed by the Vendor or its sub-contractors under this Contract, and no services shall be changed or shifted to a location(s) that is (are) outside of the United States.

The Vendor also agrees to disclose if requested by YSU all of the following:

- The location where all services under this Contract will be performed by any Vendor.
- The location where any state data associated with any of the services the Vendor is performing under this Contract, or seek to provide will be accessed, tested, maintained, backed-up or stored.
- The principal location of business for any Vendors supplying services under this Contract.

If any Vendor performs services under this Contract outside the United States, the performance of such services shall be treated as a material breach of the contract. YSU is not obligated to pay and shall not pay for such services. If any Vendor performs any such services, Vendor shall immediately return to YSU all funds paid for those services. YSU may also recover from the Vendor all costs associated with any corrective action YSU may undertake, including but not limited to an audit or a risk analysis, as a result of the Vendor performing services outside the United States.

YSU may, at any time after the breach, terminate the Contract, upon written notice to the Vendor. YSU may recover all accounting, administrative, legal, and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If YSU determines that actual and direct damages are uncertain or difficult to ascertain, YSU in its sole discretion may recover a payment of liquidated damages in the amount of two percent of the value of the Contract.

YSU in its sole discretion may provide written notice to Vendor of a breach and permit the Vendor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, YSU may buy substitute services from a third party and recover from the Vendor any costs associated with acquiring those substitute services.

Notwithstanding, YSU permitting a period of time to cure the breach or the Vendor's cure of the breach, YSU does not waive any of its rights and remedies provided YSU in this Contract, including but not limited to recovery of funds paid for services the Vendor performed outside of United States, costs associated with corrective action, or liquidated damages.

The Vendor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of YSU. Any assignment or delegation not consented to may be deemed void by YSU.

14. Pricing: Vendors are asked to thoroughly explain their pricing structure in their response. YSU reserves the right to negotiate this and other pertinent terms with the selected finalist(s) and this could become one of the selection criteria used in the award process.
15. Proprietary Information: All evaluation criteria for proposals are non-proprietary and subject to public disclosure after Contract award. All proposals, except for items reasonably identified by Vendor as trade secrets or proprietary information, are subject to public disclosure under Ohio Revised Code Section 149.43. Vendor shall be solely responsible for protecting its own trade secret or proprietary information and will be responsible for all costs associated with protecting this information from disclosure.

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16. Provisions: If any provisions in the resultant agreement are held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
17. Quality of Service: The successful Vendor(s) must be prepared to furnish continual high-quality service to YSU. Failure to do so may be considered just cause for cancellation of the agreement.
18. Right to Set-Off: Upon the occurrence of any default or breach of an agreement resulting from this RFP by Vendor, University shall have the right to withhold and set-off against any amount otherwise due to be paid to Service Provider, for the amount of any such cost, loss, damage, expense, liability, obligation or claim resulting from Vendor's default or breach of this agreement. Neither the exercise of, nor the failure to exercise, such right of set-off will constitute an election of remedies or limit the University in any manner in the enforcement of any other remedies that may be available to it.
19. Sales Tax: YSU, as an instrumentality of the State of Ohio, is exempt from Ohio sales tax and Federal excise tax, including Federal transportation tax. An exemption certificate will be furnished by YSU upon request.
20. State Law: Any agreement entered as a result this solicitation will be governed by the laws of the State of Ohio.
21. Use of Data: Vendor agrees that it will keep confidential the features of any technical or proprietary information furnished by YSU and use such items only in the production of items awarded as a result of this inquiry and not otherwise, unless YSU's written consent is first obtained.
22. Contract Term
 - a. The University intends to award multi-year agreements. The length of the agreements will be negotiated by the parties.
 - b. The University maintains the right to terminate this agreement and any additions upon failure of the Vendor to abide by the terms and conditions of the agreement and performance specifications. The University will give sufficient notice to correct all outstanding issues and deficient performance connected to this agreement. If not corrected in the specified time, the University may notify the Vendor, in writing, of the intent to terminate the agreement. The agreement will be terminated sixty (60) days after notification.
 - c. No subcontracting or assignment of agreement without prior written consent and approval of the University.
23. Revisions to RFP
 - a. In the event that it becomes necessary to revise any part of this RFP prior to the assigned return date, revision will be provided by YSU's Procurement Services, or designee, to all respondents involved in the RFP. Changes in the specifications will be provided to all respondents through an addendum made by Procurement Services.
 - b. YSU will be the sole determinant of whether any revisions/addenda should be issued because of any question or other matters, and may extend the proposal deadline, if in YSU's judgment such information significantly amends this solicitation or makes compliance with the original proposed due date impractical.
24. Selection Criteria
 - a. The selection of the successful Vendor(s) for this proposal will be determined solely by YSU. All proposals will be reviewed very closely for areas such as, but not limited to the following:
 - 1) Quality of products/services
 - 2) Ability to consistently perform (quality, delivery, lead-time, etc.)
 - 3) Program proposal that meets or exceeds YSU's needs.
 - 4) Pricing and discounts offered (not singular determining factor)
 - 5) Size and scope of the promotional program

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SECTION III RFP Response Instructions

1. Vendors must submit questions to procure@ysu.edu. All questions must be submitted via email as indicated on the Schedule of Events and include **RFP No: #23-050123 International Student Health Insurance** in the subject line. Questions submitted by the deadline will be answered via email and will be sent to all RFP participants.
2. During the YSU competitive proposal process, up to and including the issuance of an award letter, under no circumstances may a Vendor contact other individuals at YSU to discuss any aspect of this inquiry or attempt to influence the process. Failure of a Vendor to comply with this protocol may invalidate their proposal response.
3. Proposal Instructions
 - a. Provide notification of intent to bid (optional) via email to procure@ysu.edu no later than May 19, 2023, at 2:00 pm EST.
 - b. Complete the RFP cover sheet (page 1 of this RFP)
 - c. Complete Section IV of this RFP by submitting your responses directly into your proposal.
 - d. Proposal Package Requirements. The following **MUST** be included in the proposal-response package by the proposal due date/time; failure to do so may invalidate the proposal response:
 - (1) Signed and dated RFP cover sheet.
 - (2) Proposals exactly as specified in this RFP in both hard copy and on a flash drive.
Note: *Some proposals may take time to be received by the email inbox, especially with larger files attached, so please send your proposal email in advance of the deadline and early enough to consider receipt lead time*
 - (3) Agreement to all terms required within this RFP.

SECTION IV Scope of Work and Proposal Specifications

A. Health Insurance Information and Requirements

1. Effective coverage date: August 1, 2023 – July 31, 2024
2. Coverage is mandatory for all international students while maintaining student status (enrolled in a class and or staying in university housing)
3. Current Plan Information:
 - a. YSU has had a long-standing relationship with LowerMark.
 - b. The effective date of a new plan will be August 1, 2023.
 - c. YSU has a standing partnership with Mercy Healthcare System under which YSU students receive primary care at a YSU/Mercy Health Clinic. Some immunizations are also provided under this partnership.
 - d. Some psychiatric services are provided under the YSU/Mercy Health partnership. YSU also provides short-term psychological consultations at no cost to students through an on-campus clinic.
 - e. YSU requires all international students who are not government or government-foundation sponsored to purchase the same insurance plan (current utilization is ~650 students).
 - f. Current benefits summary:

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Current YSU Plan Coverage	
Annual Benefit Maximum per Student	\$250,000
Coinsurance Percentages	100% in network / 80% out of network
Annual Deductible	\$0
Prescription Drug Benefit	50% outpatient / 100% inpatient
Prescription Drug Benefit Maximum	\$2,500
Out of Pocket Maximum	\$3,000
Pre-Existing Condition Benefit	\$2,500
Wellness Benefit	Wellness Services Covered up to \$250
Accidental Death and Dismemberment Benefit	\$10,000

g. Multi-Year Claims report is provided in Section V

4. Plan Requirements:

- a. YSU will give high consideration to plans that are able to offer a wide range of benefits for a competitive per month premium.
- b. YSU encourages bids that will present various plans at different points within this price range.
- c. Plans must include coverage for pregnancy and family planning.
- d. Plans must include repatriation benefits.
- e. Plans must include accidental Death & Dismemberment benefits.
- f. If a student needs to drop out of college a premium refund would be due back to the college to refund the student.
- g. Include a 24/7 Nurse Line for students to call with questions about their health or where to go if they need medical care or have an injury (optional)
- h. Include coverage for pre-existing conditions.
- i. Include coverage for all birth control at 100%
- j. Include coverage for routine and preventive pap and pelvic exams.
- k. Renewal rates must be provided before the end of March each year.
- l. Plans must include Mercy Health in-network.
- m. Insurer must provide two educational sessions per year (August and January) to entering new students.

5. Include three references of three clients for whom you are currently providing coverage Include the name of your provider network for hospitals, doctors, specialists, labs, and pharmacies.

6. Indicate whether insured students may continue coverage post-graduation (i.e., during their year of Optional Practical Training)

7. Must provide reports on claims history as requested, e.g., quarterly.

B. Background Questions

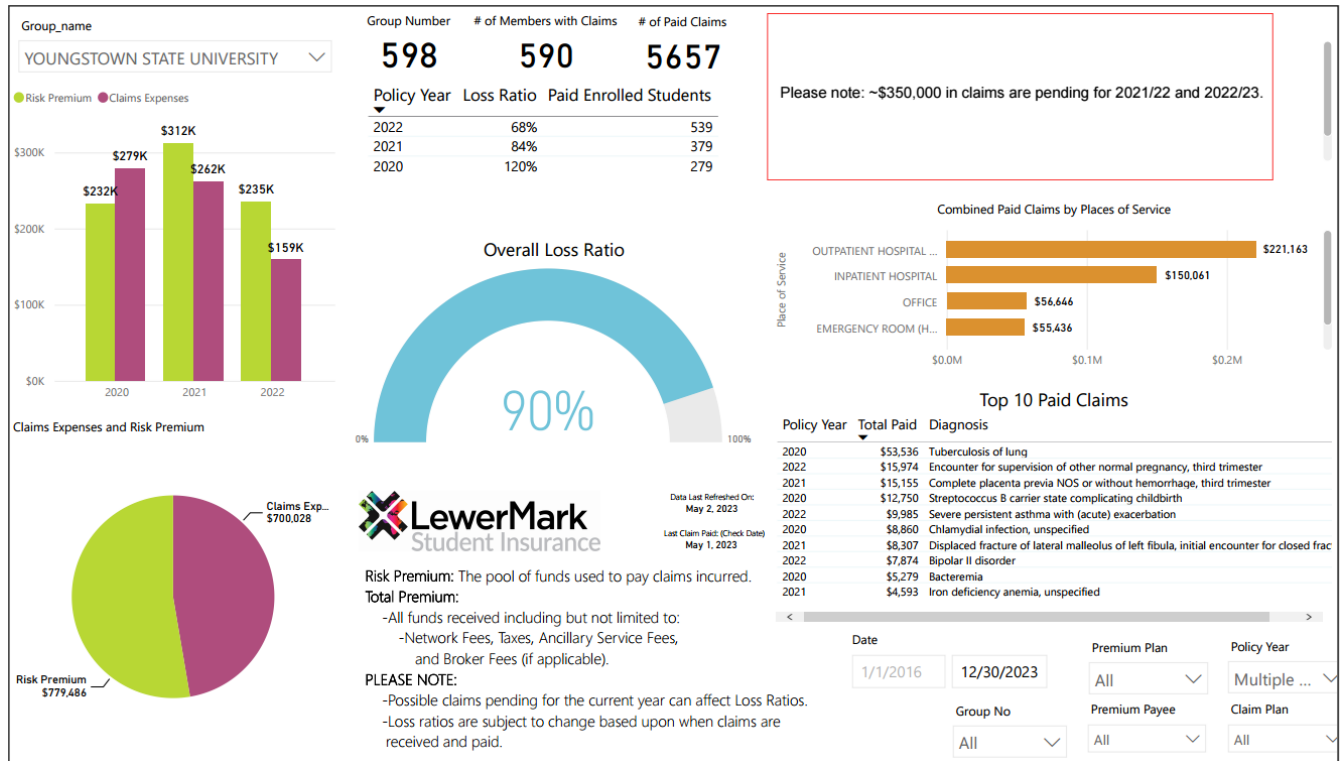
- 1. Provide the history and background of your organization, including legal name, address, and description of ownership.
- 2. Describe your experience as manager/consultants of insurance services within college and universities similar in size and scope of Youngstown State University
- 3. Provide detailed information on the PPO Network that is being proposed. A listing of the preferred providers (including physicians and facilities) should be included and posted on your website. This

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listing needs to be reviewed annually and updates for local providers to accommodate those with limited transportation.

4. Provide a statement of the Best's and/or S&P rating of the proposed carrier.
5. Provide detailed information on the Medical and Student Assistance Programs and the services they provide.
6. Describe the company's experience and ability to address issues and problems in responding to the University. Provide contact information for reporting problems and for general contract management.
7. Describe how the account will be serviced and how claims will be processed. If any element of service, administration, or claims processing/payment are to be handled by a third party, give an explanation of who will be performing the services and how the service will be performed.
8. Describe your method for handling claims disputes.
9. Provide information on how you handle transition of care for members in their third trimester of a pregnancy or those who have pre-scheduled surgery/services for shortly after the effective date of 8/1/23.
10. Provide samples of claim reports that must be provided on a monthly basis and clearly state if there is any additional charge.
11. Please provide a copy of your standard membership agreement.
12. Please state your provision for any extension of benefits for enrollees if the contract is terminated.
13. Please state your standard termination notice provision.
14. Please provide your insurance industry ratings.

Section V Multi-Year Claims Report



Revisions to RFP

In the event that it becomes necessary to revise any part of this RFP prior to the assigned return date, revision will be provided by YSU's Procurement Services, or designee, to all Respondents involved in the project. Changes in the specifications will be provided to all Respondents through an addendum made by Procurement Services.

YSU will be the sole determinant of whether any revisions/addenda should be issued as a result of any question or other matters, and may extend the proposal deadline, if in YSU's judgment such information significantly amends this solicitation or makes compliance with the original proposed due date impractical.

Written requests for proposal results must include the proposal name, number, and closing date.