

# SEDGWICK COUNTY, KANSAS FINANCE DEPARTMENT DIVISION OF PURCHASING

525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316-383-7055 http://www.sedgwickcounty.org/finance/purchasing.asp

## REQUEST FOR PROPOSAL #17-0031 VOLUNTARY BENEFITS SERVICES

April 24, 2017

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Voluntary Benefits Services. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45pm CDT, Tuesday, May 16, 2017.

All contact concerning this solicitation shall be made through the Division of Purchasing. Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Proposer's response.

Sincerely, Xam Kupy

Kara Kingsley

Buyer

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#### I. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

#### II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County, through the Department of Human Resources, administers employee enrollment in the County's benefits program consisting of Medical/Pharmacy, Flexible Spending, Life, Dental and Vision. The Sedgwick County Department of Human Resources coordinates an annual open enrollment period for County employees. This is usually done in October of each year.

These benefit services are offered by Sedgwick County to the full-time active population of approximately 2,800 total eligible employees and all COBRA eligible employees.

Sedgwick County currently offers one Voluntary Benefits Service which is Vision Coverage. Employees pay 100% of the cost of the Vision Plan. A separate RFP has been prepared for Vision. No other supplemental or voluntary products are offered by Sedgwick County at this time.

A copy of Sedgwick County census information can be obtained by emailing <a href="mailto:Kara.Kingsley@sedgwick.gov">Kara.Kingsley@sedgwick.gov</a>.

## III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Voluntary Benefits. Voluntary Benefits are outlined in the Scope of Work. The following objectives have been identified for this contract:

- A. Acquire Voluntary Benefits Services meeting the parameters, conditions and mandatory requirements presented in the document.
- B. Establish contract pricing, starting no later than January 1, 2018, with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
- C. Acquire Voluntary Benefits Services with the most advantageous overall cost to the County.

#### IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Kara Kingsley Sedgwick County Division of Purchasing 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, TUESDAY, May 16, 2017**. Responses must be <u>sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date</u>. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CDT, on the due date. No information other than the respondent's name will be disclosed at Bid Opening.

## V. Scope of Work

This section lists the criteria to be considered in evaluating the ability of vendors interested in providing the service specified in this solicitation document. All requirements along with the questionnaire found below must be addressed in the vendor's proposal response.

Please provide information requested throughout this RFP on the following Voluntary Products if your company provides for them as well as any other products you would like Sedgwick County to consider offering:

- Accident
- Critical Illness
- Cancer
- Hospital Indemnity
- Short Term Disability
- A. The following requirements outline the design and performance requirements for this RFP. Requirements are provided to assist vendors in submitting a thorough response that meets the County's objectives. Content in this section will be addressed in the questionnaire to follow.
  - 1. Provide for benefited employees and eligible dependents, if applicable, without restriction.
  - 2. Begin services no later than 12:01 a.m., January 1, 2018.
  - 3. Provide all open enrollment presentations and materials such as Certificates of Coverage or Benefit Summaries, if applicable.
  - 4. Provide complete plan administration, accounting, data processing, and cost control, quality assurance, utilization review, marketing, claims processing, customer service, fiscal services, and other services related to the Voluntary Products.

## VI. Sedgwick County's Responsibility

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- Coordinate enrollment periods for county employees.
- Process and tabulate all plan enrollments, terminations and changes and forward enrollment information to the insurance company on a weekly basis through an electronic format to a secure web site by encryption.
- Remit monthly payment in ACH format.

#### VII. Proposal Terms

## A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Kara Kingsley at <a href="karakingsley@sedgwick.gov">karakingsley@sedgwick.gov</a> by 5:00 p.m. CDT Friday, May 1, 2017. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <a href="www.sedgwickcounty.org/finance/purchasing.asp">www.sedgwickcounty.org/finance/purchasing.asp</a>, under view current RFQs and RFPs; to the right of the RFP number by 5:00 p.m. CDT Wednesday, May 3, 2017. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

## B. Minimum Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed theses qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

- 1. Have a minimum of three (3) years' experience in providing services similar to those specified in this RFP.
- 2. Have an expertise understanding of industry standards and best practices.
- 3. Have experience in managing projects of comparable size and complexity to that being proposed.
- 4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
- 5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
- 6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
- 7. Have proper certifications(s) and/or license(s) for the services specified in the RFP
- 8. Provide project supervision (as required) and quality control procedures.
- 9. Have appropriate material, equipment and labor to perform specified services.

#### C. Evaluation Criteria

The selection process will be based on the responses to this RFP and live demonstrations or interviews, if required. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints. County staff will judge each response as determined by the scoring criteria below:

Co	Points	
a.	Meeting or exceeding all solicitation conditions and instructions as outlined herein to include clarity, completeness, and comprehensiveness of the response	25
b.	Proven ability to provide high quality service	25
c.	Qualifications and expertise	25
d.	The most advantageous proposal as determined by the County	25
	Total Points	100

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

# D. Request for Proposal Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Division of Purchasing at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	April 24, 2017
Questions and clarifications submitted in writing by 5:00 p.m. CDT	May 1, 2017
Addendum Issued	May 3, 2017
Sealed Proposal due before 1:45pm CDT	May 16, 2017
Evaluation Period	May 16 – June 1, 2017
Board of Bids and Contracts Recommendation	June 8, 2017
Board of County Commission Award	June 14, 2017

#### E. Contract Period and Payment Terms

A contractual period will begin January 1, 2018, following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period two (2) years with three (3) one (1) year options to renew.

It is the intent of Sedgwick County to lock the terms, conditions, and costs for the initial two (2) year period. Each vendor should clearly delineate exception if an escalation/de-escalation approach is being proposed.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

## Payment and Invoice Provisions

http://www.sedgwickcounty.org/purchasing/payment and invoice provisions.pdf

#### F. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (must be acknowledged on the bid/proposal response form).

**<u>NOTE:</u>** If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

## **Workers' Compensation:**

Applicable coverage per State Statutes

**Employer's Liability Insurance:** \$100,000.00

**Commercial General Liability Insurance:** 

Each Occurrence \$500,000.00 Aggregate \$500,000.00

**Personal Injury**:

Each Occurrence \$500,000.00 General Aggregate \$500,000.00

**Automobile Liability:** 

Combined single limit \$500,000.00

Professional Liability
If required

## Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### G. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

## H. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

## I. Proposal Conditions

http://www.sedgwickcounty.org/purchasing/pdf\_files/Proposal%20Terms%20%20Conditions.pdf

**General Contract Provisions** 

http://www.sedgwickcounty.org/purchasing/pdf\_files/General%20Contractual%20Provisions.pdf

**Mandatory Contract Provisions** 

http://www.sedgwickcounty.org/purchasing/pdf\_files/Mandatory%20Contractual%20Provisions.pdf

Sample Contract

http://www.sedgwickcounty.org/purchasing/pdf\_files/Sample%20Contract.pdf

## **VIII. Required Response Content**

Proposals received should reflect in detail their inclusion and the degree provided. The Proposal should be organized in the following format and information sequence:

- A. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
- B. Provide a description of your firm and include qualifications, experience, depth of staff and quality control processes.
- C. Provide applicable certifications/licenses as deemed necessary by local, state, and federal laws.
- D. Provide resumes of key staff working on this project. Resumes shall include background qualifications, past work experience on large projects and similar work, and a summary of the anticipated role of each on this project.
- E. Provide a bank reference statement and/or a copy of the most recent, audited, financial statement.
- F. Acknowledge and address in sequential order Requirements outlined in this document.
- G. Provide the completed questionnaire outlined in this document.
- H. Discuss any current local, state or federal (i.e. HCFA *I* HIPAA) violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and /or product(s).
- I. Provide a list of office locations for local, regional and corporate entities. Location information to include but not limited to, address, phone number, services provided, and Internet email.
- J. List any active or pending lawsuits and/or litigation related to the insurance agency and/or insurance company during the previous three years.
- K. List any active or pending fines, penalties or sanctions against the insurance agent, insurance agency, and/or the insurance company from any State Insurance Department during the previous three (3) years.
- L. Provide a project plan and timeline for implementation.
- M. Provide a signed, completed Proposal Response Form.
- N. Proof of insurance meeting minimum insurance requirements as designated herein.
- O. Identify any other expectations of county responsibilities not addressed in the request for proposal document.
- P. Provide any additional information relevant to expertise of the requested services that may assist the County in evaluating your proposal.
- Q. Those responses that do not include all required forms/items may be deemed non-responsive.

## IX. Questionnaire

In your response document, respond to all questions and requests listed below. Please precede your answer with a copy of the question. A copy of the questionnaire will be provided in Word format for ease of completion. Please note that in the case of a discrepancy this document will prevail.

- A. Provide information about your organization to include ownership and history providing voluntary benefits.
- B. Provide information on each Voluntary Product you are offering including the cost for the benefit.
- C. Provide references of three current clients of similar size for whom you provide administration for voluntary benefits. Include date plan was effective, benefit plans administered, number of covered employees, name of entity/contact person and phone number.
- D. Provide references of three former clients who have terminated your services in the past two years. Provide the same information as noted above.
- E. Identify the Account Management and Service Team that will be assigned to Sedgwick County.
- F. What has been the incidence of account management turnover for the unit which will service Sedgwick County over the last two years?
- G. Confirm you will attend all enrollment meetings at no additional cost.
- H. Confirm you understand all plans and services will be evaluated separately and your quote for each coverage or service you are proposing is on a stand-alone basis.
- I. Describe the steps of your implementation process. Include a sample timetable for a January 1, 2018 effective date.
- J. In lieu of using employee's Social Security Number, can the client use an employee ID number or an assigned number issued by the vendor for eligibility transmission?
- K. Can you provide a dedicated toll-free Customer Service number prior to the Plan Effective date to answer questions from potential members?
- L. Identify your website information if applicable.
- M. List the voluntary coverages you are quoting and confirm your rates are firm regardless of how many different voluntary coverages Sedgwick County chooses to offer to employees.
- N. How long are the voluntary rates guaranteed?
- O. How do you help enroll employees and educate them about the plans and services? Are you willing to make enrollment visits at different times and workplace locations to accommodate employee schedules and shifts?
- P. How do you handle payroll deductions, billing and the claims process?
- Q. Explain in detail, for all plans you are quoting, how rates are determined.
- R. What was the most recent rate change by plan and what date was it effective?
- S. Will you provide any reconciliation or premium and claim information for any of the voluntary plans? Can you audit bills for every pay cycle?
- T. What, if any, costs are associated with the provision of a toll-free customer service line?
- U. Are there any minimum employee participation requirements for any of the voluntary coverages you are offering? What happens if the participation requirements are not met?
- V. What is the typical participation rate for other similar employer groups you currently insure?
- W. Please provide sample applications, policies, bills and forms necessary to file a claim.
- X. Describe what happens when employment terminates. Is the coverage portable? Describe the portability provision you are proposing, especially focusing on:
  - 1. Limits on qualifying for coverage due to illness or injury
  - 2. When a ported policy can be cancelled by you
  - 3. What premiums are charged initially (as compared to group premiums) and what determines future changes to premium
  - 4. What happens to portability coverage if Sedgwick County subsequently cancels its contract with you

## X. Response Form

# REQUEST FOR PROPOSAL #17-0031 VOLUNTARY BENEFITS

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME							
DBA/SAME							
CONTACT							
ADDRESS	CITY	Y/STATE		ZI	P		
PHONE		FAX		_HOURS			
STATE OF INCORPORATION	ON or ORGANIZA	TION			co	MPANY WEBSI	TE
ADDRESS	EMAIL						
NUMBER OF LOCATIONS	NUMB	ER OF PERS	ONS EMPLO	OYED			
TYPE OF ORGANIZATION	: Public Corporation	n Privat	te Corporation	Sole	Proprietorship	)	
Partnership Other (Descr	ibe):						
BUSINESS MODEL: Small I	Business Man	ufacturer	_ Distributor _	Retail			
Dealer Other (Describe)	t					_	
Not a Minority-Owned Busin	ess: Minority	-Owned Busin	ess: (S <sub>]</sub>	pecify Below)	1		
African American (05) A	Asian Pacific (10)	_Subcontinent A	Asian (15)	Hispanic (20	)		
Native American (25) O	ther (30) - Please spe	ecify					
Not a Woman-Owned Busine	ss: Woman-C	Owned Busines	s: (Spe	cify Below)			
Not Minority -Woman Owne	ed (50) African A	merican-Woma	n Owned (55)				
Asian Pacific-Woman Owne	d (60)Subcontine	nt Asian-Woma	an Owned (65	)Hispanic `	Woman Owne	ed (70)	
Native American-Woman O	wned (75)Other -	Woman Owne	d (80) – Pleas	e specify			
ARE YOU REGISTERED TO	O DO BUSINESS II	N THE STATE	E OF KS:	Yes	No		
INSURANCE REGISTERED	IN THE STATE O	F KS WITH I	MINIMUM E	BEST RATIN	G OF A-VIII	l:Yes	N
ACKNOWLEDGE RECEIP? responsibility to check and conwww.sedgwickcounty.org/final	firm all addendum(s)				FP web page a	nd it is the vendor'	S
NO, DATED;	NO	, DATED	;	NO	, DATED		
In submitting a proposal, vendo submission format should be by should be specifically addressed delineated and detailed.	order in which sect	ions are listed the	hroughout the	document. A	All minimum a	and general requires	
Signature		Title					
Print Name							