

SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE DEPARTMENT

Purchasing Department

525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316 383-7055 https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/

REQUEST FOR PROPOSAL 19-0061 ACTUARIAL VALUATION SERVICES

June 24, 2019

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Actuarial Valuation 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 1:45 pm CDT, **August 6, 2019**.

All contact concerning this solicitation shall be made through the Purchasing Section. Bidders 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 Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder's response

Sincerely,

Paul Regehr Buyer

PR/hp

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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 511,000 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 2,500 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.

The Health and Life plan benefit period is annual; January 1 through December 31. The Medical/Pharmacy/Dental/Vision/Life/FSA plans are offered to eligible permanent full-time and benefited part-time employees. Sedgwick County utilizes a monthly payment plan, similar to COBRA administration, to continue post-retirement Medical/Pharmacy/Dental and Vision benefits.

Benefits currently provided to eligible full-time and benefited part-time employees include:

- 1. Self-funded Preferred Provider Organization (PPO) Medical Plan, administered by UnitedHealthcare.
- 2. Self-funded Prescription Drug Plan administered by Optum Rx, a subsidiary of UnitedHealthcare,
- 3. Insured Vision Insurance Plan administered by Vision Service Plan (VSP),
- 4. Self-funded Dental Plan administered by Delta Dental of Kansas
- 5. Long Term Disability and Term Life Insurance; Kansas Public Employee Retirement System (KPERS)
- 6. Term Life Insurance and Accidental Death & Dismemberment, Dependent Life (Life) administered by Advance Insurance Company of Kansas
- 7. Kansas Public Employee Retirement System (KPERS) and Kansas Police and Firemen's Retirement System (KP&F)
- 8. Deferred Compensation 457(b) Plan; administered by Empower Retirement
- 9. Sec. 125 Cafeteria Plan; Flexible Spending Accounts (FSA); Health Care Reimbursement and Dependent Care Reimbursement administered by Surency
- 10. Voluntary Insurance Products (cancer, critical illness, hospital indemnity, accident and short term disability); administered by Aflac

Medical & Pharmacy Insurance Plans Carriers: UnitedHealthcare and Optum RX

Carriers. Unitedificate and Optum KA

Contract Dates: January 1, 2020 through December 31, 2022, with two (1) year options to renew

Current single enroll: 876 Current 2-person enroll: 740 Current family enroll: 872

Active employees contribute 5% of total premium and the County contributes 95%.

Life Insurance/AD&D/Dependent Life

Carrier: Advance Life Insurance Inc. /BCBS

Contract Date: January 1, 2018 through December 31, 2022

Current enroll: See Chart Below

*Note: 28 employees have an amount varying from below due to reduction in benefits due to age

Coverage:

Annual Salary	Life Coverage	AD&D Coverage	# of Participants
\$17,000 or less	\$10,000	\$10,000	259
\$17,001 - \$23,000	\$15,000	\$15,000	88
\$23,001 - \$36,000	\$25,000	\$25,000	676
\$36,001 - \$45,000	\$35,000	\$35,000	329
\$45,001 and greater	\$50,000	\$50,000	629
Optional Choices	\$75,000	\$75,000	1,407
	\$100,000	\$100,000	303
	\$125,000	\$125,000	45
	\$150,000	\$150,000	854

Term Life and AD&D coverage is paid for by the County based on an individual employee's annual earnings and is offered to all benefited part-time and full-time permanent employees. If an employee would like additional coverage beyond their salary level, they can "buy up" additional coverage and pay the additional cost. Dependent life coverage is available for \$5,000 or \$10,000 for spouse and/or children. Employees pay 100% of the cost. Retirees can convert their life insurance to an individual policy at retirement.

Kansas Public Employee Retirement System (KPERS) and Kansas Police and Fire (KP&F)

Carrier: State of Kansas, KPERS

Contract Date: Mandatory (continuous)

Current KPERS enroll: 2421 Tier 1: 904 Tier 2: 430 Tier 3: 1087

There is a 6% payroll contribution by the employee

The County contributes 8.89%.

Base life insurance of 150% of annual salary provided at no cost to employee.

Current KP&F enroll: 541

There is a 7.15% payroll contribution by the employee

The county contributes 22.13%

Optional Life Insurance is offered to KPERS/KPF. Long term disability insurance is available for all employees covered through KPERS/KPF. There is a \$4,000 death benefit for retirees provided by KPERS.

Pursuant to Kansas Statute 12-5040, retirees (due to service of disability) of the county and their dependents are eligible to continue health plan coverage provided the retiree worked for the county 10 cumulative years or is totally disabled and meets the KPERS/KPF eligibility requirements. Coverage can be continued until the retiree attains age 65 or becomes eligible for Medicare. As of May 1, 2019, there are 152 retirees who have enrolled in the retiree Medical Plan pursuant to the statute. Retiree premiums are 100% of the contracted insurance rates to active employees plus an administrative fee of 2% (102% of the total premium cost).

Dental Plan

Carrier: Self-funded with Delta Dental of Kansas

Contract Date: January 1, 2018 through December 31, 2020 with two (1) year options to renew

Current single enroll: 791 Current 2-person enroll: 574 Current family enroll: 1026

Employee and employer share the cost of the premium. 20/80% plan. Coinsurance and annual maximum limits (\$1,000

per person) apply.

Vision Plan

Carrier: Insured with Vision Service Plan

Contract Date: January 1, 20181 through December 31, 2019 with three (1) year options to renew

Current single enroll: 745 Current 2-person enroll: 515 Current family enroll: 866

Employee pays the full cost of the Vision Plan.

Note - The county does not currently, nor does anticipate working with a consultant/broker for advice on its employee benefits programs. All employee enrollment numbers or benefits offered are subject to change as a result of budget considerations.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Actuarial Valuation Services. The following objectives have been identified for this contract:

- 1. Acquire Actuarial Valuation Services meeting the parameters, conditions and mandatory requirements presented in the document.
- 2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
- 3. Acquire Actuarial Valuation 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:

Jack Regehr Sedgwick County Purchasing Section 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, August 6, 2019.** 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 pm CDT, on the due date. No information other than the respondent's name will be disclosed at bid opening.

V. Scope of Work

The successful proposer will be required to provide all of the following actuarial services:

- 1. A written report (Public Statement of Actuarial Opinion according to GASB 75 standards) to be received no later than December 1 of every other contract year containing the following:
 - Projections of cash costs and the number of expected retirees for a minimum of ten years
 - Measurement of the Actuarial Accrued Liability (AAL) as of the date of first compliance with the GASB standard.
 - Calculation of the Unfunded Actuarial Accrued Liability (UAAL) as of the date of first compliance with the GASB standard.
 - Calculation of the Annual Required Contribution (ARC) which would be the basis for the reported annual cost of the plan for accounting purposes.
 - As requested, illustration of the Required Supplementary Information (RSI) to be disclosed in the County's financial reports.
- 2. A written report (Public Statement of Actuarial Opinion) to be received no later than December 1 of every other contract year, to be the "off" year of the services as listed above, containing the following:
 - True measure of gross OPEB liability accrued each year under GASB 75 (Annual OPEB Cost, AOC).

VI. Sedgwick County's Responsibilities

- 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.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

VII. Proposal Terms

A. Ouestions and Contact Information

Any questions regarding this document must be submitted in writing to Jack Regehr at Jack.Regehr@sedgwick.gov by 5:00 p.m. CDT Tuesday, July 2, 2019. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/ under the Documents column associated with this RFP number by 5:00 p.m. CDT Friday, July 5, 2019. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. Minimum Firm 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 understanding of industry standards and best practices.
- 3. Have demonstrated experience working with GASB Statements No. 45/75.
- 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. Provide project supervision (as required) and quality control procedures.

8. 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. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
A. Demonstrated ability to perform the scope of work.	20
B. Process and strategy for providing required services.	20
C. Cost Competiveness	20
D. Qualifications and References	20
E. Responses thoroughness and completeness	20
Total Points	100

Assume the following cost proposals (examples only)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

A.	\$38,000.00 divided by \$50,000.00 = .76	.76*10	7.6 points
B.	\$38,000.00 divided by \$38,000.00 = 1.00	1.00*10	10 points
C.	\$38,000.00 divided by \$49,000.00= .77	.77*10	7.7 points

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. <u>Request for Proposal Timeline</u>

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

Distribution of Request for Proposal to interested parties	June 24, 2019
Questions and clarifications submitted in writing by 5:00 p.m. CST/CDT	July 2, 2019
Addendum Issued by 5:00pm CST/CDT	July 5, 2019
Sealed Proposal due before 1:45pm CST/CDT	August 6, 2019
Evaluation Period	August 7-14, 2019
Board of Bids and Contracts Recommendation	August 15, 2019
Board of County Commission Award	August 21, 2019

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of six (6) years with options to renew for two (2) additional two (2) year terms.

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 a detailed invoice.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. <u>Insurance Requirements</u>

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, 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).**

NOTE: 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.

Workers' Compensation:		
Applicable coverage per State Statutes		
Employer's Liability Insurance:	\$100,000.00	
Commercial General Liability Insurance (on form CG 00 01 0	4 13 or its equivalent):	
Each Occurrence	\$500,000.00	
General Aggregate, per project	\$500,000.00	
Personal Injury	\$500,000.00	
Products and Completed Operations Aggregate	\$500,000.00	
Automobile Liability:		
Combined single limit	\$500,000.00	
Umbrella Liability:		
Following form for both the general liability and automobile		
Required/ _X Not Required		
Each Claim	\$500,000.00	
Aggregate	\$500,000.00	
Professional Liability/ Errors & Omissions Insurance:		
_X Required/ Not Required		
Each Claim	\$500,000.00	
Aggregate	\$500,000.00	
Pollution Liability Insurance:		
Required/X Not Required		
Each Claim	\$500,000.00	
Aggregate		

Special Risks or Circumstances:

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

CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, Contractor shall also provide the following:

Builder's Risk Insurance:	In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without entired deductibles. Entire Contractor, and all	
	without optional deductibles. Entity, Contractor, and all Subcontractors shall be included as named insureds.	

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

https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf

General Contract Provisions

https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf

Mandatory Contract Provisions

https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf

Independent Contractor

https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf

Sample Contract

https://www.sedgwickcounty.org/media/39236/sample-contract.pdf

VIII. Required Response Content

All proposal submissions shall include the following:

- 1. 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.
- 2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
- 3. The firm's relevant experience, notably experience working with government agencies.
- 4. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
- 5. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
- 6. A description of the type of assistance that will be sought from County staff, including assistance required from the County to lessen the costs of this project.
- 7. Proof of insurance meeting minimum insurance requirements as designated herein.
- 8. Those responses that do not include all required forms/items may be deemed non-responsive.

REQUEST FOR PROPOSAL 19-0061 ACTUARIAL VALUATION SERVICES

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/STATE	ZIP
PHONE	FAX	HOURS
STATE OF INCORPORATION or ORGA	ANIZATION	
WEBSITE ADDRESS	EMAI	L
NUMBER OF LOCATIONS	NUMBER OF PERSONS EM	IPLOYED
TYPE OF ORGANIZATION: Public Corp	poration Private Corpora	tion Sole Proprietorship
Partnership Other (Describe):		
BUSINESS MODEL: Small Business	Manufacturer Dr	stributor Retail
Dealer Other (Describe):		
Not a Minority-Owned Business:	Minority-Owned Business:	(Specify Below)
African American (05) Asian l	Pacific (10) Subcontinent A	sian (15) Hispanic (20)
Native American (25) Other	(30) - Please specify	
Not a Woman-Owned Business:	Woman-Owned Business:	(Specify Below)
Not Minority -Woman Owned (50)	African American-Woman O	wned (55)
Asian Pacific-Woman Owned (60)	Subcontinent Asian-Woman	Owned (65)Hispanic Woman Owned (70)
Native American-Woman Owned (75	S)Other – Woman Owned	(80) – Please specify
ARE YOU REGISTERED TO DO BUSIN	NESS IN THE STATE OF KS:	YesNo
INSURANCE REGISTERED IN THE ST	ATE OF KS WITH MINIMUM B	EST RATING OF A-VIII:YesNo
responsibility to check and confirm all adden www.sedgwickcounty.org/finance/purchasin	ndum(s) related to this document by gg.asp.	
NO, DATED; NO	D; DATED;	NO, DATED
	ch sections are listed throughout the	s, and sections of this document. Proposal document. All minimum and general requirements to any part of this document should be clearly
Signature	Title	
Print Name	Dated	