



**SEDGWICK COUNTY, KANSAS  
DIVISION OF FINANCE  
PURCHASING DEPARTMENT**

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

<http://sedgwickcounty.org/finance/purchasing.asp>

**REQUEST FOR PROPOSAL  
EMPLOYEE BENEFITS DECISION SUPPORT TOOL  
#19-0054**

July 19, 2019

**A. PURPOSE**

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking to obtain proposals from employee benefits vendors (hereinafter referred to as "Vendors") to provide an employee benefits decision support tool.

**B. SUBMITTALS**

Carefully review this document. If your firm is interested in participating in this selection process commensurate with the specifications, conditions, mandatory requirements and instructions as contained herein, submit one (1) original, six (6) copies **and** (1) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Joseph Thomas  
Sedgwick County Purchasing Department  
525 N. Main, Suite 823  
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 P.M. CDT, July 30<sup>th</sup>, 2019**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. 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.

The documents in this pdf formatted request for proposal are the official record in the event of conflicting language or information in the pricing sheets or the excel spreadsheet.

**C. QUESTIONS and CLARIFICATIONS**

All requests for clarifications of the RFP process and document content should be directed to Joseph Thomas at e-mail [joseph.thomas@sedgwick.gov](mailto:joseph.thomas@sedgwick.gov). All questions must be submitted in writing by 5:00 P.M. CDT, July 23, 2019. Answers will be provided in written form as an addendum and will be posted on the county website at <https://ssc.sedgwickcounty.org/RFORFPWebApp/RFP2.aspx> by July 25, 2019. **Vendors are responsible for checking the website and acknowledging any addenda in their response.**

#### **D. 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 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.

#### **E. BACKGROUND INFORMATION**

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties with a population estimated at more than 513,687 persons. Organizationally, the county is a Commission/Manager entity, employs 2,800 persons, and hosts or provides a full range of municipal services, e.g., public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

#### **CURRENT MEDICAL & PHARMACY PLAN**

These benefits are provided by Sedgwick County to the full-time active population of approximately 2,500 total eligible employees. The Self-Insured Medical Preferred Provider Organization (PPO) plan has been selected by 2,316 employees, 97 retired employees and 25 COBRA participants. Sedgwick County has three coverage tiers for health insurance coverage, Employee Only, Employee plus 1, and Family.

#### **SEDGWICK COUNTY'S MEDICAL BENEFITS:**

Plan is administered by United Healthcare. The Preferred Provider Organization (PPO) medical plan is offered to local Sedgwick County employees. Three plan options will be offered as of January 1, 2020, including one High Deductible Health Plan with HSA option.

#### **SEDGWICK COUNTY'S PHARMACY BENEFITS:**

Optum Rx, a subsidiary of UHC, provides pharmacy benefits for both retail prescription and mail order drugs.

#### **ELIGIBILITY & CURRENT ENROLLMENT INFORMATION**

Eligible Employees (EE) are defined as any employee assigned to a permanent position of thirty (30) or more hours work per week.

Eligible dependents are defined by Sedgwick County as:

- “Legal Spouse” by marriage.
- “Employee’s or Employee’s Legal Spouse’s child who is under age 26, including a natural child, stepchild, legally adopted child, a child placed for adoption or a child for whom the Employee or Employee’s spouse are the legal guardian.
- “Employee or Employee’s Legal Spouse’s child age 26 or over who is or becomes legally disabled and dependent upon Employee or Employee’s Legal Spouse.
- Each dependent child is eligible until the end of the month in which they turn 26.

Employee Benefit Eligibility policy of Sedgwick County is as follows: Employee is eligible the 1<sup>st</sup> of the month after they have been hired. He/she is to complete the enrollment process by the 1<sup>st</sup> of the month after they have been hired. If the employee did not complete the enrollment process before the 1<sup>st</sup> of the month after hire then the enrollment is effective the 1<sup>st</sup> of the next month. The employee has 30 days from hire date to enroll. This coverage ends the last day of the month the employee separates from employment.

**OPEN ENROLLMENT INFORMATION**

The Sedgwick County Division of Human Resources coordinates an annual open enrollment period for county employees. Annual enrollment takes place in October/November and has a plan year effective date of January 1st.

**F. GOALS AND OBJECTIVES**

**Key Objectives/Philosophy:** Sedgwick County’s key objectives for this RFP process is to:

1. Obtain competitive proposals for an employee benefits decision support tool to assist employees with choosing between 3 medical plan options and also a hospital indemnity plan as a requirement of bid.

**G. TENTATIVE TIME LINE**

The following dates are provided for information purposes and are subject to change without notice. Please contact Joseph Thomas, Purchasing Department at (316) 660-72565 to confirm any/all dates.

Distribution of Request for Proposal to interested parties -----	July 19, 2019
Clarification, Information and Questions submitted in writing by 5:00 P.M. CDT -----	July 23, 2019
Addendum Issued (if necessary) -----	July 25, 2019
Sealed proposals due before 1:45 P.M. CDT -----	July 30, 2019
Evaluation Period -----	July 31 - August 8, 2019
Finalist Meetings -----	August 9, 2019
Recommendation determination from RFP Committee-----	August 9, 2019
Board of Bids and Contracts Recommendation -----	August 15, 2019
Board of County Commission Award -----	August 21, 2019

## **H. SELECTION CRITERIA**

The selection process will be based on the responses to this RFP. Proposals will be screened by a Review Committee. This committee may select a limited number of prospective vendors to short-list for interview. The committee may also request a demonstration of reporting during the evaluation process if determined to be necessary based on the responses and supplemental information received.

The county will judge each response as determined by meeting the following criteria:

- Meeting or exceeding all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
- Proven ability to provide high quality service(s) and/or product(s) within the specifications, and meet or exceed minimum and mandatory requirements, as outlined in this and future related documents.
- Qualifications and expertise. Such ability will be determined by:
  - References provided verifying exemplary service.
  - Depth and variety of services available.
- Providing the county with the most advantageous proposal as determined by the county.
- Overall cost to the county.

Any final negotiations for services and terms and conditions will be based, in part, on the Vendor'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(s) and plan(s) that it deems to be in its best interest.

A Committee recommendation will be made to the Board of Bids and Contracts at its regular meeting, Thursday August 15, 2019, at 10:00 A.M., in the County Commission meeting room at the Sedgwick County Courthouse, 525 North Main, Wichita, Kansas, although this date or location could change.

The Board of County Commissioners will award a contract at its regular meeting Wednesday, August 21, 2019, in the County Commission meeting room, although this date or location could change.

## **I. CONTRACT PROVISIONS and TERMS**

1. The contract period with the successful firm will begin open enrollment for the January 1, 2020 plan year for a period of one (1) year ending December 31, 2020 with two (2) one (1) year options to renew at the county's sole discretion.
2. The successful vendor will be expected to sign an agreement containing the county's General Contract Provisions. Some of the contract provisions may be required by Kansas law and are not subject to negotiation. In the event that you desire an alternative term or desire to negotiate a term, the issue should be raised during the question/clarification process so the county can review the matter and issue an addendum, if necessary. The county will not consider the submission of unsolicited, additional terms, after the response deadline.

3. The successful proposer agrees all data, records and information in whatever form, in the custody or control of Sedgwick County to which the successful proposer, its agents and employees obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records and information constitutes at all times proprietary information of Sedgwick County. The successful proposer will not disclose, provide, or make available any such proprietary information in any form to any person or entity. Additionally, the proposer agrees it will not use any names or addresses contained in such data, records 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. Additionally, the successful proposer agrees it will not sell or offer for sale any property or service to any person or entity named in such data. Upon termination of any agreement hereunder, successful proposer agrees it will immediately cease use of and access to all Sedgwick County proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information.
4. The county reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted proposer to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.
5. 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.

<b>Workers' Compensation:</b>	
Applicable coverage per State Statutes	
<b>Employer's Liability Insurance:</b>	\$500,000.00
<b>Commercial General Liability Insurance (on form CG 00 01 04 13 or it's equivalent):</b>	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
<b>Automobile Liability:</b>	
Combined single limit	\$500,000.00
<b>Umbrella Liability:</b>	
Following form for both the general liability and automobile	
<input type="checkbox"/> Required/ <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Professional Liability/ Errors &amp; Omissions Insurance:</b>	
<input type="checkbox"/> Required/ <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Pollution Liability Insurance:</b>	
<input type="checkbox"/> Required/ <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

**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.*

**IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:**

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

<b>Builder's Risk Insurance:</b>	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 optional deductibles. Entity, Contractor, and all Subcontractors shall be included as named insureds.
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6. 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.

**7. Proposal Conditions**

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

**8. General Contract Provisions**

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

**9. Mandatory Contract Provisions**

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

**10. Sample Contract**

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

### 11. Scoring 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.

<b>Component</b>	<b>Points</b>
A. Meeting all proposal requirements and instructions, submitting clear, detailed information and providing all requested documentation	10
B. Technology ease of use for employees	30
C. Ability to educate and communicate to employees on plan design options and cost of each plan	30
D. Overall cost of solution	20
E. Timeliness of Implementation	10
<b>Total Points</b>	<b>100</b>

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.

## **J. OTHER CONSIDERATIONS**

1. For purposes of addressing questions concerning this RFP or for seeking alternative contract terms, the sole contact will be the county's Purchasing Department. Upon issuance of this RFP, employees and representatives (including elected officials) of the county must not be contacted regarding this RFP process. Failure to observe this restriction may result in disqualification of any vendor response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
2. The county will not consider the submission of unsolicited additional terms after the response deadline. This RFP and all written material received from the successful vendor will be incorporated into the contract between the county and the firm unless specifically superseded in the signed contract. All information becomes the property of the county and will be subject to the Kansas Open Public Records Act.
3. A respondent submitting a proposal thereby certifies that no officer, agent or employee of the county who has pecuniary interest in this RFP has participated in the contract negotiations on the part of the county, that the proposal is made in good faith, without fraud, collusion or connection of any kind with any other respondent of the same call for proposals without disclosure, and that the respondent is competing solely on its own behalf, without connection with or obligation to, any undisclosed person or firm.
4. The county will not retain or work through an agent or broker to assist or to provide service for its Plan. Human Resources will work directly with insurance company representatives. Any submitted proposal by an insurance company must clearly state and identify any payment of any kind that will be made to any licensed agent, licensed broker, or other person that is not an employee of the insurance company. The proposal must clearly state to whom the payment is being made, why the payment is being made, and explain the added value received for the payment. The county may hire a consultant to provide services as needed, but any such consultant would not be the contact point for insurance companies submitting proposals.
5. The proposer shall make all investigations necessary to inform itself regarding the services to be performed under this RFP.
6. Issuance of this RFP and receipt of responses does not commit the county to award a contract, and the county reserves the right to reject any and all responses at any time with no penalty and/or waive immaterial defects and minor irregularities in responses. All firms are hereby notified that the execution of a contract pursuant to this RFP is dependent on the negotiation of an acceptable contract with the successful firm. If such a contract cannot be negotiated within a reasonable period, the county may enter into negotiations with another qualified firm.
7. The county will not be liable for any costs incurred by vendors in the preparation and presentation of information submitted in response to the RFP or for participation in demonstrations.
8. The county will not recognize any assignment or transfer of interest in the contract without written notice to and written acceptance by the county.

9. If Partnerships and/or subcontracting are used in order to meet the requirements and scope of work in this RFP, a prime vendor should be identified and the partners and subcontractors should be listed along with a statement of who will be responsible for providing what service, and a statement of the nature of any legal relationship. The proposal response should clearly delineate who will be the prime vendor for contracting purposes.
10. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
11. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor's initial offer should therefore be based on the most favorable terms available from a price, service and technical standpoint.** The county may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
12. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the county.
13. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the county.
14. **Prices proposed may not be withdrawn for a period of 120 days following the opening of this Request for Proposal.** Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
15. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
16. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
17. The successful contractor may have access to private or confidential data maintained by the county to the extent necessary to carry out its responsibilities under the contract. Contractor will be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable.

18. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership or employment on a board, elected office, department, division, bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
19. Pricing and service offered in the proposal document will be provided to other local government entities with whom Sedgwick County regularly enters into cooperative agreements. Any state, county, city or township that is interested in participating under the same plan will be responsible to implement their own contract with the successful vendor. There is no current cooperative plan with Sedgwick County. Each jurisdiction is responsible for its own contract.
20. The terms outlined in this RFP must be guaranteed up to and through the negotiation of the final contract.

#### **K. PROPOSAL WORKSHEETS and INSTRUCTIONS**

All vendors must complete the required proposal worksheets and provide the requested information. Any alternative proposals are at the vendors' option to submit and must be clearly identified. All services must be priced on a per-employee per month basis for one (1) years on the attached Request for Proposal Pricing Sheets. Vendors may provide multiple services for a base minimum fee (individual pricing not required). All services not provided for the base minimum fee should be indicated and priced individually. All proposal submittals will use the outlined format and pricing sheets.

#### **L. CURRENT PLAN WORKSHEETS – REQUIRED TO BID**

To bid the proposal for the employee benefits decision support tool, fill out the funding sheet you are including in your proposal for Sedgwick County. Employee Benefits Decision Support Tool proposal sheet is on page 13.

**Sedgwick County is seeking a one (1) year contract with two (2) one (1) year options to renew. Each proposal response willing to identify firm fixed pricing for multiple years should do so by using a copy of the appropriate proposal worksheet for each year of commitment.**

**All proposals should be net of commission.**

### **M. PROPOSAL CONTENT and FORMAT**

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

1. Organization's complete name and address.
2. Provide a description of your firm and include qualifications, experience, depth of staff and quality control processes.
3. Provide three (3) references verifying exemplary service. These references **MUST** have received services similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, e-mail address, and a brief description of products and services provided. The county expects all reference information to be current and accurate. Please verify that all contact information is correct.
4. Acknowledge and address in sequential order the requirements outlined in this document.
5. Provide the completed questionnaires outlined in this document.
6. Discuss any current local, state or federal (e.g. 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).
7. Provide a project plan and timeline for implementation of each proposed system.
8. Provide a signed, completed Proposal Response Form.
9. Provide completed pricing worksheets.
10. Identify any other expectations of county responsibilities not addressed in the request for proposal document.
11. Provide any additional information relevant to expertise of the requested services that may assist the county in evaluating your proposal.

### **N. HIPAA Required Response**

All proposal submissions shall include the following:

1. During the past 36 months, how many notices of breach affecting 500 or more individuals have you reported to the U.S. Department of Health and Human Services regarding your breaches of unsecured protected health information, as required pursuant to HIPAA regulation 45 C.F.R. § 164.408?
2. During the past 36 months, how many notices of breach affecting fewer than 500 individuals have you reported to the U.S. Department of Health and Human Services regarding your breaches of unsecured protected health information, as required pursuant to HIPAA regulation 45 C.F.R. § 164.408?
3. Have you been responsible for any civil penalties as a result of any U.S. Department of Health and Human Services HIPAA enforcement action within the past 60 months? If so, for each instance during which you were responsible for these civil penalties, please describe: (a) when those civil penalties were imposed; (b) the amount of any such civil penalties; and (c) the activity that led to the imposition of such civil penalties.

## **QUESTIONNAIRE:**

Respond to all questions and requests listed on pages 11 through 12 of the Request for Proposal. Please precede your answer with a copy of the question.

### **Organizational Structure**

1. Describe the history, organization and ownership of your company.
2. Describe your organization's philosophy around healthcare as it relates to your decision support tool.
3. How many clients do you service of similar size to Sedgwick County (2,500+ employee lives)

### **Implementation**

4. Describe the implementation process and provide a timeline for completion.
5. Assuming the previously stated timeline is met and a decision is made on August 21<sup>st</sup>, please indicate if the go live date below can be accomplished. Vendors who can accommodate an earlier start date will receive higher scoring in the evaluation process.
  - 5.1. September 23, 2019
  - 5.2. September 30, 2019
  - 5.3. October 7, 2019
6. Identify the information needed from the county to make the implementation successful by the selected above completion date.

### **Communication**

7. Are you able to provide customizable communication materials to in advance of the go live date?
  - 7.1. Please provide sample communication materials.

### **Administration**

8. Does your tool have the ability to have multiple modules by line of coverage? Please indicate if you have a module available for the following products and if there is additional cost for multiple modules.
  - 8.1. Medical Plan with 3 plan options
  - 8.2. Health Savings Account
  - 8.3. Flexible Spending Account
  - 8.4. Hospital Indemnity
9. Describe how your tool illustrates and/or calculates HSA and FSA tax savings.
10. Can your tool calculate cost based on pay periods, monthly, and/or annually?
11. Does your tool house plan documents or other benefit materials such as SBC, benefit flyers, etc.?
12. Can your tool accommodate a link to the United Healthcare provider search tool?
13. Does the county have the ability to make changes throughout the year, if necessary, at no additional cost?
14. Describe your methodology of modeling future cost of medical and pharmacy services as employees utilize the tool to assist in choosing a medical plan. The county will NOT be providing claims history at this time.

15. Are employees provided a unique login or is there a general site for all employees?

15.1. If there is a unique site, are you able to provide reporting on who has used the tool?

16. Please provide a link to a demo of your tool. Selected finalist will be given time on August 9<sup>th</sup> to walk through the tool with the county.

**Reporting**

17. Do you provide aggregate reporting for usage on the tool and plan recommendations?

**Security**

18. Describe your security measures for privacy protection for employee information.

**SEDGDWICK COUNTY GOVERNMENT  
EMPLOYEE BENEFITS DECISION SUPPORT TOOL  
#19-0054**

**FEE SCHEDULE**

**RFP NUMBER AND OPENING DATE SHOULD BE CLEARLY MARKED ON FRONT OF ENVELOPE.**

Include/attach fee schedule or other data and information as required.

<b>Self-Funded TPA Services</b>	<b>2020</b>	
	<b>Total Cost</b>	<b>PEPM</b>
Initial Start-up Administration Fee	\$	\$
Annual Administration Fee	\$	\$
Claim History import (if applicable)	\$	\$
Other Service fees (not defined above)	\$	\$
<b>Total Annual Fee</b>	<b>\$</b>	<b>\$</b>

**PROPOSAL RESPONSE FORM  
EMPLOYEE BENEFITS DECISION SUPPORT TOOL  
#19-0054**

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 ORGANIZATION \_\_\_\_\_ COMPANY \_\_\_\_\_

WEBSITE ADDRESS \_\_\_\_\_ EMAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION: Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_ Other (Describe): \_\_\_\_\_

BUSINESS MODEL: Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_

Dealer \_\_\_\_\_ Other (Describe): \_\_\_\_\_

Not a Minority-Owned Business: \_\_\_\_\_ Minority-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_ African American (05) \_\_ Asian Pacific (10) \_\_ Subcontinent Asian (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 Owned (55)

\_\_ Asian Pacific-Woman Owned (60) \_\_ Subcontinent Asian-Woman Owned (65) \_\_ Hispanic Woman Owned (70)

\_\_ Native American-Woman Owned (75) \_\_ Other – Woman Owned (80) – Please specify \_\_\_\_\_

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: \_\_\_\_\_ Yes \_\_\_\_\_ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: \_\_\_\_\_ Yes  
\_\_\_\_\_ No

**ACKNOWLEDGE RECEIPT OF ADDENDA:** All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp) .

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Dated \_\_\_\_\_

## Sedgwick County Non-Employee Information Technology Usage Agreement

**Anyone that is not a Sedgwick County employee who will access Sedgwick County information technology in the course of their work for Sedgwick County ("Non-employee personnel") are required to sign this document before accessing any Sedgwick County information technology system. "Information technology" includes any computer, network, Internet access, electronic mail and voice message systems, facsimile devices, or other electronic systems used by Sedgwick County.**

1. Non-employee personnel have no expectation of privacy in any electronic communications, use of Sedgwick County property, or Internet access. Sedgwick County reserves the right to review, audit, or monitor any information technology used by non-employee personnel.
2. Non-employee personnel shall use only accounts authorized by the Sedgwick County Chief Information Officer (CIO).
3. Non-employee personnel may access only those resources for which they are specifically authorized.
4. Non-employee personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to the following.
  - a. Passwords shall remain confidential.
  - b. Passwords shall be changed at least every 90 days.
  - c. Passwords shall be at least eight characters long.
  - d. Passwords shall contain characters from at least three of the following four classes: (i) English upper case letters, *A, B*, (ii) English lower case letters, *a, b*, (iii) Westernized Arabic numerals, *0,1,2*, and (iv) Non-alphanumeric ( special characters ) such as punctuation symbols.
  - e. Passwords shall not contain your user name or any part of your full name.
  - f. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
5. Non-employee personnel are not permitted to script their user IDs and/or passwords for log-on access.
6. Non-employee personnel are not permitted to allow another person to log-on to any computer utilizing their, if provided, personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple authorized people.
7. Non-employee personnel may not leave their workstation logged onto the network while away from their area. Non-employee personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
8. Non-employee personnel shall maintain a log, left with the computer, of all software loaded onto any Sedgwick County computer. The software must have been approved in writing in advance by the CIO.
9. Non-employee personnel shall execute only applications that pertain to their specific contract work.
10. Non-employee personnel shall promptly report log-on problems or any other computer errors to the Helpdesk (316-660-9811).
11. Non-employee personnel shall promptly notify the County Helpdesk if they have any reason to suspect a breach of security or potential breach of security.
12. Non-employee personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the County Helpdesk.
13. Non-employee personnel shall not install or use any type of encryption device or software on any Sedgwick County hardware, which has not been approved in writing in advance by the CIO.
14. Non-employee personnel shall not attach any device to the Sedgwick County network without prior written approval in advance from the CIO.
15. Non-employee personnel may not remove any computer hardware, data or software from a Sedgwick County building for any reason, without prior written approval from the CIO.
16. Non-employee personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program, installed on Sedgwick County hardware.
17. Non-employee personnel shall not attach any network or phone cables to any Sedgwick County device without written approval from the CIO.
18. Non-employee personnel may not copy any data and/or software from any Sedgwick County resource for personal use.
19. Non-employee personnel may not utilize Sedgwick County computer systems or networks for any of the following reasons:
  - a. Game playing;
  - b. Internet surfing not required for their work activity;
  - c. Non-work related activity.
  - d. Any illegal activity.
  - e. Downloading of files from non-County resources. If files are needed for your work, contact Sedgwick County IT personnel.
20. Non-employee personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing in advance by the CIO.
21. Non-employee personnel may not give out any Sedgwick County computer information to anyone. Exception: other non-employee personnel needing the information to complete authorized tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
22. All data storage media shall be erased or destroyed prior to disposal.
23. All portable media used must be FIPS 140-2 compliant media encrypted with hardware encryption using AES 256 algorithm.
24. Non-employee personnel may not remove, modify, erase, destroy or delete any computer software without the written approval in advance of the CIO.
25. Non-employee personnel shall not attempt to obtain or distribute Sedgwick County system or user passwords.
26. Non-employee personnel shall not attempt to obtain or distribute door passcodes/passkeys to secured rooms at any Sedgwick County facility for which they are not authorized.
27. All equipment issued to non-employee personnel will be returned in good condition to Sedgwick County upon termination of the Sedgwick County/non-employee Personnel relationship.
28. Non-employee personnel may not use Sedgwick County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
29. Non-employee personnel are prohibited from causing Sedgwick County to break copyright laws.
30. Use by non-employee personnel of any Sedgwick County information technology will acknowledge acceptance of the above- referenced policies. Any non-employee who violates any of these policies shall be subject to disciplinary action, including total removal from the Sedgwick County project as well as being subject to Kansas civil and criminal liability. Disciplinary action may include Sedgwick County requesting the non-employee be considered for demotion, suspension and termination.

\_\_\_\_\_  
Non-employee personnel's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company's/Agency's name, printed

\_\_\_\_\_  
Non-employee personnel's name, printed

\_\_\_\_\_  
Purpose – reason you are signing the form

Revision Date: 12/13/2018

\_\_\_\_\_  
Sedgwick County Sponsor – employee and