



**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/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/)

**REQUEST FOR PROPOSAL
RFP #21-0047
EMPLOYEE ANCILLARY BENEFITS - COBRA ADMINISTRATION**

July 22, 2021

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide proposals for Employee Ancillary Benefits COBRA Administration. 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 24, 2021.

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

Sincerely,

Joseph Thomas

Joseph Thomas, CPSM, C.P.M.
Director of Purchasing

JT/lj

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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 514,000 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.

Sedgwick County's COBRA Administration:

A third-party vendor currently provides the administrative services for COBRA/Retired employees. The COBRA/Retired employees use the PPO plan at 102% of the monthly cost.

ELIGIBILITY & CURRENT ENROLLMENT INFORMATION

Eligible Employees (EE) are defined as any employee authorized to work 80% of the full work schedule.

Census Information – Active, Retirees, & COBRA participants as of June 7, 2021 attached

Eligible dependents are defined by Sedgwick County as:

- “Spouse” by marriage contract.
- “Spouse Common-Law” by a Kansas Common-Law affidavit.
- “Child” by natural birth or adoption.
- “Child-Special Court Order” by any court order for financial responsibility of the medical care expenses of the child.
- “Legal Guardianship” by court decree.
- “Stepchild” by present marriage.
- 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 1st of the month after they have been hired. He/she is to complete the enrollment process by the 1st of the month after they have been hired. If the employee did not complete the enrollment process before the 1st of the month after hire then the enrollment is effective the 1st 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. Family status changes are handled by Sedgwick County outside the annual enrollment process and passed on to the appropriate carrier electronically on a weekly basis thereafter for eligibility maintenance. In addition, other outsource vendors are currently responsible for the flexible spending account, and COBRA/Retirement administration. Electronic transfer of information for all reports, billing, and enrollment is the preferred method.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide competitive proposals for COBRA Administration services. The following objectives have been identified for this contract:

1. Acquire COBRA 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 COBRA 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:

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

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, August 24, 2021**. 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. Bids/proposals that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the county.

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**

This section lists the criteria to be considered in evaluating the ability of vendors interested in providing the service(s) and/or product(s) specified in this RFP. **All requirements along with the questionnaires must be addressed as part of the vendor's proposal response.**

a. The following qualification requirements are at minimum and must be met or exceeded to be considered for award. Vendors must:

1. Have proper certification(s) and/or license(s) for the services specified in this RFP.
2. Provide documentation of good standing with the Kansas Insurance Department.
3. Have a minimum of three (3) years' experience providing similar services.
4. Have the capacity to acquire all required bonds, insurances, permits and coordinate with approving and/or monitoring agencies.
5. Must have knowledge of and comply with all applicable 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.
6. Upon award of the contract, the successful vendor shall be duly qualified to do business in the State of Kansas. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State. In addition, the successful firm shall furnish a Corporate Resolution evidencing the firm's authority to execute the contract documents and be legally bound by same.
7. All vendors must complete a proposal based on current plan design and provide the requested information in questionnaire section for the lines of coverage you are providing a proposal. Any alternative proposals are at the vendors' option to submit and must be clearly identified. All services not provided for the base minimum fee should be indicated and priced individually.

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. **Questions and Contact Information**

Any questions regarding this document must be submitted in writing to Joseph Thomas at Joseph.Thomas@sedgwick.gov by 5:00 pm CDT, July 29, 2021. 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 pm CDT, August 5, 2021. 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 these 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 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. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.

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. Meeting all proposal requirements and instructions	20
B. Network access	20
C. Customer Service and member experience	20
D. Administrative Services (Claims Processing, Reporting, Billing, etc.)	15
E. Experience and Qualifications working with government entities	15
F. Overall cost of solution	10
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. $\$38,000.00 \text{ divided by } \$50,000.00 = .76$ $.76 * 10$ 7.6 points
- B. $\$38,000.00 \text{ divided by } \$38,000.00 = 1.00$ $1.00 * 10$ 10 points
- C. $\$38,000.00 \text{ divided by } \$49,000.00 = .77$ $.77 * 10$ 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. Request for Proposal Timeline

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

Distribution of Request for Proposal to interested parties	July 22, 2021
Questions and clarifications submitted in writing by 5:00 pm CDT	July 29, 2021
Addendum Issued by 5:00 pm CDT	August 5, 2021
Sealed Proposal due before 1:45 pm CDT	August 24, 2021
Evaluation Period	August 24 - September 3, 2021
Board of Bids and Contracts Recommendation	September 9, 2021
Board of County Commission Award	September 15, 2021

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 January 1, 2022 for a period of three (3) years ending December 31, 2024 with two (2) one (1) year options to renew at the County’s sole discretion.

County 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

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

F. Insurance Requirements

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 three (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:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
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
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
<u> X </u> Required / <u> </u> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
<u> X </u> Required / <u> </u> 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.

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>

Federally Funded Expenditures (if applicable)

<https://www.sedgwickcounty.org/media/57479/additional-representations-for-fema-funded-projects.pdf>

<https://www.sedgwickcounty.org/media/57478/fema-certifications-addendum-sedgwick-county.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 firm's relevant experience, notably experience working with government agencies.
3. 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.
4. 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.
5. 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.
6. Proof of insurance meeting minimum insurance requirements as designated herein.
7. Those responses that do not include all required forms/items may be deemed non-responsive.

IX. QUESTIONNAIRE:

Respond to all questions and requests listed on 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 long-term healthier outcomes and cost containment strategies.
3. Please describe any recent or publicly disclosed mergers or acquisitions activity.
4. Do you contemplate any agreements, or are agreements being negotiated between you and other parties, which may affect the company's ownership, corporate structure, or management during the next year?
5. Describe any previous or pending material lawsuits in the last ten (10) years.
6. Provide the name and address of all outside vendors used in this RFP.
7. How many clients do you service of similar size to Sedgwick County (2,500+ employee lives)?

Client Service Team

8. Please indicate who will be the individual in charge of servicing Sedgwick County and where they are located.
 - 8.1. How long have they been employed with your company?
 - 8.2. How many clients do they manage?
 - 8.3. What is their experience with public entities?
 - 8.4. What is their experience with self-funded clients?
9. Supply an organizational chart identifying the functions and reporting relationships of key people directly responsible for administrative services to Sedgwick County.
 - 9.1. State the roles of each member assigned to the Sedgwick County.
 - 9.2. State if the role is a client facing role or an internal role.
 - 9.3. What is the tenure of the employee?
 - 9.4. How many clients are assigned to the team member?
10. Does the county have the opportunity to interview and choose/replace the primary service team in collaboration with the vendor, but at the discretion of the county?
11. Are there any performance guarantees related to the client service team?

▪ **Member Level Service**

12. Describe the member facing service function within your company.

12.1. Where are the member service functions located? Is it split into multiple locations?

12.2. What days of the week and hours is the member service team available?

13. Identify the structure of the member service team.

13.1. Typically, how many associates report to a supervisor/manager?

14. Describe your member level portal/website.

14.1. What actions can be taken and what information can be obtained via your portal/website?

14.2. Is your member portal configured for a mobile phone and/or do you have a mobile app for members?

COBRA Administration

15. How do you monitor and communicate compliance issues to your COBRA clients?

16. Confirm your agreement to provide the following services (if not, please explain).

16.1. Vendor will provide initial COBRA notification (General Notice).

16.2. Vendor will provide all COBRA qualifying event notices.

16.3. Vendor will maintain all COBRA election data and communicate that data to the county and the county's carriers in the manner requested (via data file, website, or paper report).

16.4. Vendor will administer the county's COBRA program in accordance with all applicable law.

16.5. Vendor will bill and collect COBRA premium from continuants on a monthly basis.

16.6. Vendor will maintain online access to updated information regarding the county's account and the eligibility and current election status of the Count's eligible continuants.

XI. Response Form

**REQUEST FOR PROPOSAL
RFP #21-0047**

EMPLOYEE ANCILLARY BENEFITS - COBRA ADMINISTRATION

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 _____

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 RFB/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 .

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 _____