

# REQUEST FOR PROPOSAL

## RFP COVER SHEET

### Administrative Information:

<b>TITLE OF RFP:</b>		<b>Employee Benefit Consultant Services</b>	<b>RFP Number:</b>	<b>1120005058</b>
<b>Agency:</b>		<b>Iowa Department of Administrative Services</b>		
<b>State seeks to purchase:</b>	<b>Consulting services for employee benefits</b>	<b>Available to Political Subdivisions?</b>	<b>No</b>	
<b>Number of mos. or yrs. of the initial term of the contract:</b>	<b>2</b>	<b>Number of possible annual extensions:</b>	<b>4</b>	
<b>Initial Contract term beginning:</b>	<b>July 1, 2020</b>	<b>Ending:</b>	<b>June 30, 2022</b>	
<b>State Issuing Officer:</b>				
Nancy Wheelock 515-322-0200 515-725-0038 (FX) Nancy.wheelock@iowa.gov				
<b>Mailing Address:</b> Iowa Department of Administrative Services Hoover Building, Floor 3 1305 E. Walnut Street Des Moines, IA 50319				
<b>PROCUREMENT TIMETABLE—Event or Action:</b>			<b>Date/Time (Central Time):</b>	
State Posts Notice of RFP on TSB website			<b>February 4, 2020</b>	
State Issues RFP			<b>February 6, 2020</b>	
RFP written questions, requests for clarification, and suggested changes from Respondents due:			<b>February 19, 2020 3:00 p.m.</b>	
Follow-up RFP written questions, requests for clarification, and suggested changes from Respondents due (no questions accepted or responded to after this date)			<b>March 3, 2020 3:00 p.m.</b>	
Proposals Due Date: Proposals Due Time:			<b>March 20, 2020 3:00 p.m.</b>	
<b>Relevant Websites:</b>	<b>Web-address:</b>			
Internet website where Addenda to this RFP will be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>			
Internet website where contract terms and conditions are posted:	<a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a>			
Number of Copies of Proposals Required to be Submitted:			<b>1 Original and 1 Digital Copy</b>	
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:			<b>120 Days</b>	

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<b>SECTION 1      INTRODUCTION</b>
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**1.1 Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 5 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

**1.2 Definitions**

For the purposes of this RFP and the resulting contract, the following terms shall mean:

**“Agency”** means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

**“Contract”** means the contract(s) entered into with the successful Respondent(s) as described in Section 7.1.

**“Contractor”** means the successful Respondent to this RFP.

**“General Terms and Conditions”** means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

**“Proposal”** means the Respondent’s proposal submitted in response to the RFP.

**“Respondent”** means a vendor submitting a Proposal in response to this RFP.

**“Responsible Respondent”** means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

**“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.

**“RFP”** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

**“State”** means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

**1.3 Overview of the RFP Process**

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to

be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

**Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked “Confidential” or “Proprietary” on every page may be disqualified.**

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). It is the Agency’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

## **1.4 Background Information**

### **1.4.1 Governance of the State Employee Group Insurance Plans**

The State of Iowa employee group insurance plans, for all employees except Board of Regents' supervisory, professional and scientific staff, are by State statute governed by the Executive Council of Iowa. The Executive Council is comprised of the Governor, Secretary of State, State Auditor, State Treasurer, and the Secretary of Agriculture and Land Stewardship.

For many years, the Council has delegated initial review of group insurance issues to the Insurance Committee. The Insurance Committee is currently comprised of voting members representing each Executive Council member and other nonvoting members. The Committee reviews group insurance policies, plan offerings, and premium rates and submits its findings in the form of recommendations to the Executive Council.

Responsibility for administration of the insurance plans and for collective bargaining of insurance issues rests by State statute with the Iowa Department of Administrative Services (DAS). In addition, public employee group insurance benefits, enrollment rules, and premium contribution strategies are a mandatory subject of collective bargaining as defined in Chapter 20 of the Iowa Code. Negotiations on employee benefits and salary issues usually occur primarily in January and February of bargaining years.

### **1.4.2 Current Group Health Insurance Plan Structure**

#### **1.4.2.1 Eligible Employees**

The health plans governed by the Executive Council are available to approximately 25,500 active and retired State employees in the Executive, Legislative, and Judicial branches. Not eligible for the plans are temporary employees, permanent part-time employees working less than 20 hours per week and Regents supervisory, professional and scientific employees.

The retirees pay full premium rates. The State does not pay a contribution on their premiums except for a group currently taking advantage of an early retirement program.

Of the approximately 18,092 active health contracts, 27% are single and 73% are family contracts.

SPOC Alliance Select: 90/10 coinsurance for Select providers. 80/20 coinsurance for non-Select providers.

Iowa Select: 90/10 coinsurance for Select providers. 80/20 coinsurance for non-Select providers.

HMO: One Health Maintenance Organizations is offered.

State active employee enrollment by health plan and by single/family plan status as of January 1, 2020 follows:

Health Plan	Single	Family		Combined
National Choice	868	2,018		2,886
SPOC Alliance Select	76	446		522
<b>Total Indemnity/PPO</b>	944	2,464		3,408
Iowa Choice	3,983	10,701		14,684
<b>Total HMO</b>	3,983	10,701		14,684
<b>Total Health</b>	4,927	13,165		18,092

The State group insurance plan year is from January 1 through December 31. Side-by-side benefit comparisons of all health plans offered are provided in Exhibit 1 (a).

#### RECENT HEALTH PLAN REQUEST FOR PROPOSAL HISTORY

The Health Insurance contract was bid in 2018 for a start date of 01/01/19. Wellmark BCBS was awarded the contract. Pharmacy benefit manager and disease management services are also provided under this contract and not carved out.

#### **1.4.2.2 Health Plan Funding**

The BCBS health insurance plans (except SPOC plans, which are fully insured) are under a minimum premium/maximum liability contract. The contract allows the carrier to annually adjust premium levels based on the prior year's plan experience and current trend, subject to limitation by annual maximum premium levels bid in the contract award process.

The carrier, the State, and the State's benefit consultant negotiate the carrier's proposed administrative charges, maximum liability rates, and the maximum terminal liability rates. The cumulative sum of the actual billed administrative charges and paid claims is payable by the State throughout the contract, except where this cumulative sum exceeds the cumulative State maximum liability. In

this event, the carrier is responsible for paying any deficit. The maximum State terminal liability similarly establishes the limit of State liability for the sum of administrative service charges and incurred claims to be billed for twelve months following contract termination.

### **1.4.3 Current Group Dental Insurance Plan Structure**

#### **1.4.3.1 Eligible Employees**

The dental plan governed by the Executive Council is available to approximately 30,000 active and retired State employees in the Executive, Legislative, and Judicial branches. Not eligible for the plan are temporary employees, permanent part-time employees working less than 20 hours per week and Regents supervisory, professional, and scientific employees. Of the approximately 17,979 active dental contracts (33% single / 67% family).

#### **1.4.3.2 Recent Dental Plan Request for Proposal History**

Delta Dental Plan of Iowa won a multi-year dental contract with the State beginning January 1, 2017.

#### **1.4.3.3 Dental Plan Funding**

The Delta Dental insurance plan (except for SPOC) is also a minimum premium/max liability contract.

#### **1.4.3.4 Employer/Employee Cost Sharing**

All single contracts are paid at 100% by the State. Family contributions vary by union coverage.

### **1.4.4 Current Group Life Insurance Plan Structure**

#### **1.4.4.1 Eligible Employees**

The group term life plan is available to approximately 19,648 active State employees in the Executive, Legislative, and Judicial branches. An employee must work 30 or more hours per week to be eligible for group life coverage. An employee is eligible for group life insurance on the first day of the month following thirty (30) days of continuous full-time employment. Full-time employment is defined, for the purpose of life insurance, as working 30 or more hours per week.

Full-time employees (13,148 currently enrolled) have the option of applying for supplemental life insurance coverage plus an equal amount of group accidental death and dismemberment (AD & D) coverage.

The supplemental life insurance is available in increments of \$5000. Employees may elect the number of increments desired. Supplemental insurance will not require medical underwriting provided that employees make application within thirty (30) calendar days of their date of employment.

#### **1.4.4.2 Recent Life Plan History**

Standard Insurance won a multi-year contract with the State beginning January 1, 2017.

#### **1.4.4.3 Life Plan Funding**

The basic and supplemental life insurance plan is a fully insured.

### **1.4.5 Current Long Term Disability (LTD) Insurance Plan Structure**

#### **1.4.5.1 Eligible Employees**

The group LTD is available to approximately 19,246 active State employees in the Executive, Legislative, and Judicial branches. An employee is eligible for group LTD insurance on the first day of the month following thirty (30) days of continuous full-time employment that is defined as working 30 or more hours per week.

#### **1.4.5.2 Recent LTD Plan History**

Standard Insurance won a multi-year contract with the State beginning January 1, 2017.

#### **1.4.5.3 LTD Plan Funding**

The LTD insurance plan has been fully insured since 1992.

### **1.4.6 Current Worker's Compensation Plan Structure**

#### **1.4.6.1 Eligible Employees**

Workers' Compensation insurance is available to approximately 70,000 active State employees in the Executive, Legislative, and Judicial branches. As well as the State's student workers and inmates. All employees are eligible for group Workers' Compensation insurance.

#### **1.4.6.2 Workers' Compensation Benefits Offered**

Indemnity and medical benefits as stated in chapters 85, 85A, and 85B of the Iowa Code.

#### **1.4.6.3 Recent Workers' Compensation Plan History**

Sedgwick Claims Management Services, Inc. provides Third Party Administrator services. They have been under contract since July 1, 2001. Sedgwick recently was awarded a new contract starting 07/01/19.

#### **1.4.6.4 Worker's Compensation Funding**

Funding for this program is supported by billing State agencies based experience and cash flow need of the program. That money is deposited into a fund established in Iowa Code section 19A.32. This allows agencies to share risk through the fund. The State does not collect premium necessary to fund a reserve.



## 1.5 Objective

The State of Iowa is requesting Employee Benefit Consultant and Actuarial Service proposals for an existing benefits program for its employees. This benefits program includes group insurance plans (i.e., health, dental, life, and long term disability), as well as flexible spending accounts and workers compensation. Services to be provided by the selected Respondent would include participating in request for proposals (RFPs) and Contractor performance measurement, research & design, premium renewal process review and consultation, completion of GASB 75 analysis biannually, and actuarial development of state self-insured workers compensation premium. See Section 4 – Scope of Work for details of the services included in this RFP.

The insurance contracts renew on January 1 of each year as shown in the chart below. Our fiscal year runs from July 1 to June 30.

Benefit Program	Current Vendor	Maximum Contract Term	Expected RFP Release Date
SPOC Health Insurance	Wellmark, BCBS	1/1/2017 to 12/31/2022 (6 yrs)	2/1/22
SPOC Dental Insurance	Delta Dental of Iowa	1/1/2017 to 12/31/2022 (6 yrs)	2/1/22
Dental Insurance	Delta Dental of Iowa	1/1/2017 to 12/31/2022 (6 yrs)	2/1/22
Health Insurance	Wellmark, BCBS	1/1/2019 to 12/31/2024 (6 yrs)	2/1/24
Workers' Compensation	Sedgwick, CMS	7/1/19 to 6/30/2025 (6 yrs)	10/1/24
Life & LTD Insurance	Standard Insurance	1/1/2017 to 12/31/22 (6 yrs)	2/1/22

<b>SECTION 2      ADMINISTRATIVE INFORMATION</b>
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**2.1 Issuing Officer**

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

**2.2 Restriction on Communication**

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

**2.3 Downloading the RFP from the Internet**

The RFP document and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Respondent is advised to check the website periodically for Addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

**2.4 Procurement Timetable**

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

**2.5 Questions, Requests for Clarification, and Suggested Changes**

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Respondents on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

## **2.6 Amendment to the RFP**

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

## **2.7 Amendment and Withdrawal of Proposal**

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

## **2.8 Submission of Proposals**

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

## **2.9 Proposal Opening**

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

## **2.10 Costs of Preparing the Proposal**

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

## **2.11 No Commitment to Contract**

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

## **2.12 Rejection of Proposals**

The Agency may reject outright and not evaluate a Proposal for reasons including, without limitation:

**2.12.1** The Respondent fails to deliver the Cost Proposal in a separate envelope.

- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include Proposal Security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.12.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

## **2.13 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the

Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

**2.14 Reference Checks**

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal.

**2.15 Information from Other Sources**

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

**2.16 Verification of Proposal Contents**

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

**2.17 Proposal Clarification Process**

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

**2.18 Disposition of Proposals**

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

**2.19 Public Records and Requests for Confidential Treatment**

The Agency's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

**2.20 Form 22 - Request for Confidentiality**

***FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.***

**2.21 Copyright Permission**

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

**2.22 Release of Claims**

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this RFP.

**2.23 Respondent Presentations**

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

**2.24 Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

**2.25 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

**2.26 No Contract Rights until Execution**

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.

**2.27 Choice of Law and Forum**

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

**2.28 Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

**2.29 No Minimum Guaranteed**

The Agency does not guarantee any minimum level of purchases under the Contract.

**2.30 Post Solicitation Debriefing**

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

**2.31 Appeals**

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

<b>SECTION 3      FORM AND CONTENT OF PROPOSALS</b>
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**3.1 Instructions**

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

- 3.1.1** The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

**RFP Number: RFP1120005058**

**RFP Title: Employee Benefits Consultant Services**

**Nancy Wheelock**

**Iowa Department of Administrative Services**

**Central Procurement Bureau**

**Hoover Building, Floor 3**

**1305 E. Walnut Street**

**Des Moines, IA 50319**

***[Respondent's Name and Address]***

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

- 3.1.2** One (1) original and one (1) digital Copy of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

Original Technical Proposal and any copies

Public Copy (if submitted)

Technical Proposal on digital media

Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal

Cost Proposal on digital media

- 3.1.3** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".

- 3.1.4** Proposals shall not contain promotional or display materials.



**3.1.5** Attachments shall be referenced in the Proposal.

**3.1.6** If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

## **3.2 Technical Proposal**

The following documents and responses shall be included in the Technical Proposal in the order given below. Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals:

### **3.2.1 Transmittal Letter (Required)**

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number.

### **3.2.2 Table of Contents**

The Respondent shall include a table of contents of its Proposal and submit the check list of submittals per Attachment #4.

### **3.2.3 Executive Summary**

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

**3.2.3.1** Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the Contract provisions in Section 7.

**3.2.3.2** An overview of the Respondent's plans for complying with the specifications of this RFP.

**3.2.3.3** Any other summary information the Respondent deems to be pertinent.

### **3.2.4 Mandatory Specifications and Scored Technical Specifications**

The Respondent shall answer whether or not it will comply with each specification in Section 5 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 5 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

### **3.2.5 Respondent Background Information**

The Respondent shall provide the following general background information:

**3.2.5.1** Does your state have a preference for instate vendors? Yes or No. If yes, please include the details of the preference.

- 3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- 3.2.5.3** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- 3.2.5.6** Number of employees.
- 3.2.5.7** Type of business.
- 3.2.5.8** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- 3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.11** Respondent's accounting firm.
- 3.2.5.12** The successful Respondent will be required to register to do business in Iowa before payments can be made.  
For vendor registration documents, go to:  
<https://das.iowa.gov/procurement/vendors/how-do-business>

### **3.2.6 Experience**

The Respondent must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years of experience with providing the types of goods and/or services sought by the RFP.
- 3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4** How many clients is Respondent contracted with nationally? In Iowa? Describe your experience in Iowa.

- 3.2.6.5** What is the average size of Respondent's client list (in terms of benefit eligible employees)? What is the size of Respondent's largest client (number of benefit eligible employees)? Describe experience with large organizations (15,000 employees or more).
- 3.2.6.6** How many State Government/large public entity clients (over 5,000) benefit eligible employees) do you have? Provide a listing of Respondent's ten (10) largest public contracts. Describe experience with a unionized work force.
- 3.2.6.7** Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

### **3.2.7 Personnel**

The Respondent must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the resumes:

- 3.2.7.1** Full name.
- 3.2.7.2** Education.
- 3.2.7.3** Years of experience and employment history particularly as it relates to the specifications of the RFP.

### **3.2.8 Termination, Litigation, Debarment**

The Respondent must provide the following information for the past five (5) years:

- 3.2.8.1** Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.8.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.2.8.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- 3.2.8.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- 3.2.8.5** Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

**3.2.9 Criminal History and Background Investigation**

The Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

**3.2.10 Acceptance of Terms and Conditions**

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

**3.2.11 Certification Letter**

The Respondent shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Respondent shall make the certifications included in Attachment #1.

**3.2.12 Authorization to Release Information**

The Respondent shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency.

**3.2.13 Firm Proposal Terms**

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals.

**3.2.14 Addendums**

Provide signed copy of posted RFP addendums.

**3.2.15 Request for Confidentiality**

The Respondent must sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.

### **3.3 Cost Proposal**

The Respondent shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services. Bidder will provide their fees as indicated in Attachment #5.

#### **Payment Terms**

Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor.

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

#### **3.3.1 Respondent Discounts**

Respondents shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

##### **3.3.1.1 Prompt Payment Discount**

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

##### **3.3.1.2 Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.

<b>SECTION 4      SCOPE OF WORK</b>
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**Overview**

The successful Respondent shall provide the services to the State in accordance with the requirements as provided in this Scope of Work.

**4.1 Initial Two Year Period of the Contract – Project Scope**

This project scope for the initial two-year period of the Contract is intended to be comprehensive. Projects to be completed during approved contract extensions will be defined for the Contractor in advance of the extension and maximum costs will be identified and approved by DAS. The first two years of the project scope include:

**4.1.1 Group Insurance Program**

Provide assistance during the group insurance program premium renewal periods for plan years 2021 and 2022. Duties include: analysis of the State's trends, review of insurance carrier renewal rates, and recommendations based on the proposed rates taking into account the State's trend data and industry standards, benchmarks and trends. This will potentially include the review of a new high deductible plan for 2021.

**4.1.2 Workers Compensation Program FY 2020-21**

Beginning in July of 2020, the Contractor shall conduct an actuarial study to determine of future liability of the workers compensation program as of the end of Fiscal Year 2020 and assist the State in determining the FY 2021 premium allocation methodology and analysis of cash flow in the program.

**4.1.3 Post-Retirement Medical Liabilities**

Beginning in fall/winter 2020, the Contractor shall conduct an actuarial valuation of the post-retirement medical liabilities under Governmental Accounting Standards Board Statement No. 75. This valuation will include the determination of explicit and implicit liabilities associated with post-retirement medical benefits.

**4.1.4 Actuarial Accrued Liabilities**

The Contractor will provide a report covering the actuarial accrued liability as of July 1, 2020 and the FY 2021/2022 annual required contribution.

**4.1.5 Workers Compensation Program FY 2021-2022**

Beginning in July of 2021, the Contractor shall conduct an actuarial study to determine of future liability of the workers compensation program as of the end of Fiscal Year 2021 and assist the State in determining the FY 2022 premium allocation methodology and analysis of cash flow in the program.

**4.1.6 Review of Annual Group Insurance Premium Changes**

Actuarial/underwriting review of annual group insurance premium changes for each insurance year included during the term of this Contract.

**4.1.7 Benefit Program Funding Policy Recommendations**

Review and provide recommendations regarding the funding policy for the State's benefit programs.

#### **4.1.8 RFP Development Assistance**

Assist DAS-HRE in preparing a request for proposal, review RFP responses and recommend carriers for the State's multiple insurance and contracts. Some assistance on contract negotiations will also be necessary.

#### **4.1.9 Ad-Hoc Projects**

Other ad hoc projects as requested by the State.

### **4.2 Longer Term Duties**

#### **4.2.1 On-going Workmen's Compensation Actuarial Study**

Annual actuarial study to determine future liability of the workers compensation program and assist the State in determining the premium allocation methodology and analysis of cash flow in the program for the duration of the Contract. The State may be adding a HAS/HD plan and a vision plan in the future and Respondents should take that into consideration when developing the Proposal.

#### **4.2.2 Review of Premium Rates - Collective Bargaining**

Actuarial/underwriting review of premium rate changes proposed by insurance carriers during future collective bargaining sessions related to changes in benefits, enrollment rules, employee incentive offers, or contribution structure changes.

#### **4.2.3 Performance Goal Development**

Assistance in developing performance goals and measures for the State's insurance carriers as well as the State itself.

### **4.3 Legal Counsel**

The State acknowledges and agrees that the Contractor will not be providing any legal advice or conducting a legal review relating to any insurance coverage, policies or contracts, any state or federal legislature or requirements, including, without limitation, such legislation and requirements specifically mentioned in this Contract. The State acknowledges its responsibility to seek appropriate legal counsel for such services.

### **4.4 Industry Standards**

Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the professional standards of the American Academy of Actuaries and the Certified Employee Benefits Specialists for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

### **4.5 Personnel to Perform the Services**

As part of the consideration for this Contract, DAS is relying on the personal skills of the key individuals identified in the Contractor's proposal to perform the services described in the Scope of Work. The Contractor must receive DAS's written approval prior to making any substitutions of key personnel by the Contractor during the term of this Contract or any extensions thereof.

**4.6 Nature of Services**

It is understood and agreed that the Contractor's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, DAS. In connection with its services hereunder, the Contractor shall be entitled to rely on all decisions and approvals of DAS.

**4.7 Cooperation**

The State shall cooperate with the Contractor in the Contractor's performance of its services hereunder, including, without limitation, providing the Contractor with reasonable facilities and timely access to data, information and personnel of the State. The State shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided by the State to the Contractor for purposes of the performance by the Contractor of its services hereunder.

**4.8 Additional Services**

The State may add services of similar nature to the resulting Contract during the life of the Contract including renewal periods. A written contract amendment will be drafted and executed by both parties when adding new services to the Contract.



## SECTION 5 SPECIFICATIONS

### Overview

The successful Respondent shall provide the goods and/or services to the State using the Contract in accordance with the specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

### 5.1 Mandatory Specifications

All items listed in this section are Mandatory Specifications. Respondents must mark either **“yes”** or **“no”** to each specification in their Proposals. By indicating “yes” a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Respondent will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

#### 5.1.1 Experience

**5.1.1.1** Within the last three years, Respondent must have completed at least, 1) one union negotiation resulting in significant health benefit changes, 2) one comprehensive group insurance actuarial/underwriting review, 3) one GASB 75 analysis, and 4) one RFP for an employer group with the following minimum dimensions. Confirm that you have met this requirement by providing a list of projects completed for clients with a minimum of one for each of the four categories above.

**5.1.1.1.1** Not less than 20,000 active employees enrolled in the health care plan(s) during the project's completion.

**5.1.1.1.2** No less than \$100 million annual health plan(s) premium volume at commencement of RFP. Self-insured plans volume would be a combination of the paid claims and administrative costs.

**5.1.1.1.3** Enrolled employees located in not less than ten separate and widely dispersed work locations during project completion.

**5.1.1.1.4** Not less than four different health care plans available to employees at RFP commencement. The Respondent must provide evidence of experience with indemnity, HMO, High Deductible/HSA and PPO

health care plans in this Section or other designated section of the Proposal.

**5.1.2 Access to Actuary**

The Respondent must provide documentation that it has access to the services of a Fellow in the Society of Actuaries (FSA) in an Appendix or other designated section of the Proposal.

**5.1.3 Monitoring Legislation**

The Respondent must provide documentation that it has access to legal counsel on staff or retainer that monitors federal and state benefit-related legislation/regulations and will inform the State of possible changes/impact in an Appendix or other designated section of the Proposal.

**5.1.4 Conflicts of Interest**

In order to prevent conflicts of interest, or the appearance of conflicts of interest, and to ensure objectivity of the Respondent's recommendations, Respondent must state their neutrality relative to specific insurance and supplemental retirement provider groups and specific insurance carriers.

Respondent must also state that no benefit will accrue to its organization, to its staff, or to its members (if an association) from a provider group or carrier as a result of its final recommendations to the State of Iowa. Also, clearly state that the references given in response to the Request for Proposal will confirm that the Respondent's services were provided without bias in favor of a particular provider group or carrier. This information can be submitted in an Appendix or other designated section of the Proposal.

**5.1.5 Iowa Registration**

The Respondent must be qualified to do business in the State of Iowa and must be registered with the appropriate state authorities.

**5.2 Scored Technical Specifications**

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 6.

**5.2.1 Consultant Services**

Each Respondent shall demonstrate its understanding of the services requested under this RFP, the expertise of the personnel who will provide the requested services, and the Respondent's ability to logically plan and achieve the stated objectives and goals of this RFP. To do this the Respondent shall explain how it plans to approach each requirement found in Section 4.1 – Initial Two Year Period of the Contract of the RFP. For Sections 4.2 through 4.7 of the RFP, Respondent shall state whether they agree with each requirement as stated.

Proposals must be fully responsive. Merely repeating the required service will be considered non-responsive and will disqualify the Respondent. Proposals must identify any deviations from the requirements of this RFP or requirements the Respondent cannot satisfy. Any deviations from the requirements that the Respondent cannot satisfy may result in the rejection of the proposal as noncompliant.

## **5.2.2 Customer Base**

### **5.2.2.1 Private Sector Experience**

Identify private sector projects in which the Respondent is currently providing or has provided services similar to those described in this RFP. And, in particular, state whether these other projects were completed on time and within budget. Identify what number of these clients have renewed their services within the last 5-year period. Make sure to include any services that were provided to a client that operated in a collective bargaining environment and the extent to which services provided impacted employer-union relations. Make sure to identify the insurance carriers involved where applicable.

### **5.2.2.2 Public Sector Experience**

Describe any public sector services the Respondent has provided to a state or local government agency or entity. Identify the governmental entity and describe the services provided, including dates the services were provided. And, in particular, state whether these other projects were completed on time and within budget. Identify what number of these clients have renewed their services within the last 5-year period. Include any services that were provided to a client that operated in a collective bargaining environment and the extent to which services provided impacted employer-union relations. Identify the insurance carriers involved where applicable.

Describe Respondent's experience as it relates to assisting public employers with the GASB 75 analysis. Site specific examples.

Describe a specific instance where Respondent assisted a public employer with an RFP process, how did the process go and what were the results?

## **5.2.3 Customer Service**

**5.2.3.1** Describe Respondent's philosophy as it relates to the consultant/client relationship.

**5.2.3.2** Describe Respondent's communication plan. Include request tracking and status changes notification.

**5.2.3.3** Does Respondent have any staff requirements as it relates to timeliness in responding to client requests/questions?

**5.2.3.4** What location/office will serve as the primary consultant office for the State?

**5.2.3.5** How many client contracts does this account team manage?

**5.2.3.6** Describe the process Respondent employs when a client is dissatisfied with the service it has been provided.

## **5.2.4 Performance-Based Criteria**

Performance-based measures are required to be included in any State contract pursuant with Iowa Code.

**5.2.4.1** Describe any performance-based incentives and disincentives that the Respondent would propose including in the resulting contract.

**5.2.4.2** What standards have you set for Respondent's account representatives?

- 5.2.4.3** How are they measured?
- 5.2.4.4** Are the results shared with the representatives and Respondent's clients?
- 5.2.4.5** What results are shared, how often, and to whom?

**5.2.5 Additional Services**

- 5.2.5.1** Describe if and how Respondent shares benefit related news and information with its clients.
- 5.2.5.2** Does Respondent have other services/capabilities you would like the State to know about?
- 5.2.5.3** Is there any other information you would like to share as it relates to this RFP?
- 5.2.5.4** Describe how Respondent has been a resource to clients for benchmarking studies and other research.
- 5.2.5.5** Also describe how Respondent has been a resource to identify trending information for individual clients.

## SECTION 6 EVALUATION AND SELECTION

### 6.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

### 6.2 Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Technical Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation.

### 6.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will first be reviewed to determine if they comply with the Mandatory Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 5.1 and 5.2. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 5.1 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal.

An addendum identifying the points assigned to evaluation criteria and minimum score will be posted prior to the RFP closing.

### 6.4 Cost Proposal Scoring

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondent upon request after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the Agency in evaluating, Cost Proposals may be evaluated and points awarded as follows:

The cost proposal for each respondent will be evaluated in comparison with the other cost proposals received; however, the number of points possible will be proportional to each respondent’s technical evaluation score.

The technical evaluation points received (numerator) is divided by the technical evaluation points possible (denominator) and multiplied by the maximum number of points in the cost evaluation. This provides the total points possible for the respondent in the cost evaluation.

Points Possible for Respondent =  
$$\frac{\text{Technical Evaluation Points Received} \times \text{Maximum Points in Cost Evaluation}}{\text{Technical Evaluation Points Possible}}$$

The lowest cost proposal (numerator) is divided by the cost proposal being evaluated (denominator) and multiplied by the points possible for the respondent. This provides the cost evaluation points awarded.

Cost Evaluation Points Awarded =  
$$\frac{\text{Lowest Cost Proposal Received} \times \text{Points Possible for Respondent}}{\text{Cost Proposal Being Evaluated}}$$

For example, suppose there are 10 maximum points in the cost evaluation. A respondent that receives 100% of the points possible in the technical evaluation has the opportunity to earn 100% of the points possible in the cost evaluation (e.g., 10 points). If the cost proposal is the lowest cost, the full 10 points will be awarded.

However, a respondent that receives only 50% of the points possible in the technical evaluation has the opportunity to earn only 50% of the points possible in the cost evaluation (e.g., 5 points). If the cost proposal is the lowest cost, only 5 points are awarded, compared to the 10 points that could have been awarded if the respondent had received the highest technical evaluation score.

## **6.5 Total Score**

The compliant Respondent's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal.

## **6.6 Tied Score and Preferences**

**6.6.1** An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

**6.6.2** Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.

**6.6.3** In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.

**6.6.4** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.

**6.6.5** Preferences required by applicable statute or rule shall also be applied, where appropriate.

## SECTION 7 CONTRACT TERMS AND CONDITIONS

### 7.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 7.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 7.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;



**7.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;

**7.1.4** Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this RFP and the Terms and Conditions.

## **7.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable**

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

### **7.2.1 Indemnification**

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

### **7.2.2 Limitation of Liability**

Iowa Code section 8A.311 (22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

### **7.2.3 Jurisdiction and Venue**

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

#### **7.2.4 Confidentiality**

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

#### **7.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)**

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

#### **7.2.6 Term Length**

The Contract shall have an initial term of one year, beginning on the date of contract execution (the “**Effective Date**”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of five additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than 60 days before the end of the Contract’s then-current term.

#### **7.2.7 Payment Terms**

##### **7.2.7.1 Payment Methods**

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

##### **7.2.7.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)**

The State of Iowa may make payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

[https://das.iowa.gov/sites/default/files/acct\\_sae/man\\_for\\_ref/forms/eft\\_aut\\_horization\\_form.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_aut_horization_form.pdf)

##### **7.2.7.3 State Warrant**

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

##### **7.2.7.4 Credit card or ePayables**

The State of Iowa’s Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa’s Terms of Pcard Acceptance, as provided in Section 7.7 of

the RFP. Respondents must provide a statement regarding their ability to meet the requirements in this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

**7.2.7.5 Terms and Conditions for State of Iowa Purchasing Cards**

The State of Iowa shall pay Contractor's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

- 7.2.7.5.1** Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- 7.2.7.5.2** Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- 7.2.7.5.3** Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- 7.2.7.5.4** Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- 7.2.7.5.5** Contractor shall confirm that the name of purchaser matches the name on the card;
- 7.2.7.5.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- 7.2.7.5.7** Contractor shall shred any documentation with credit card numbers.

**7.2.7.6 Payment Terms**

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor.

**7.2.7.7 Respondent Discounts**

Respondents shall state in their Cost Proposals whether they offer any payment discounts.

#### **7.2.7.8 Prompt Payment Discount**

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

#### **7.2.7.9 Invoices**

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

### **7.2.8 Insurance**

The Contract will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

<b>Type of Insurance</b>	<b>LIMIT</b>	<b>AMOUNT</b>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

### **7.3 Order of Precedence**

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as attachment 5 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 7 (Contract Terms and Conditions) set forth under a subsection with a title other than Special Terms & Conditions.

**Attachment # 1**  
**Certification Letter**

**Alterations to this document are prohibited, see section 2.14.14.**

[Date]

Nancy Wheelock, Issuing Officer  
Iowa Department of Administrative Services  
1305 E. Walnut Street  
Des Moines, IA 50319

Re: RFP1120005058 - PROPOSAL CERTIFICATIONS

Dear Nancy:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** \_\_\_\_\_ (Respondent) in response to the **Iowa Department of Administrative Services** for RFP1120005058 for Employee Benefit Consultant Services are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Respondent expressly authorized to make the following certifications in behalf of Respondent. By submitting a Proposal in response to the RFP, I certify in behalf of the Respondent the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

**Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d)

have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

**Certification Regarding Registration, Collection, and Remission of Sales and Use Tax**

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable box)

- ☐ Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- ☐ Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Respondent also acknowledges that the Agency may declare the Respondent’s Proposal or resulting contract void if the above certification is false. The Respondent also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Date**

**Attachment #2**  
**Authorization to Release Information Letter**  
**Alterations to this document are prohibited, see section 2.14.14.**

**[Date]**

Nancy Wheelock, Issuing Officer  
Iowa Department of Administrative Services  
1305 E. Walnut Street  
Des Moines, IA 50319

Re: **RFP1120005058** - AUTHORIZATION TO RELEASE INFORMATION

Dear Nancy:

**[Name of Respondent]**\_\_\_\_\_ **(Respondent)** hereby authorizes the **Iowa Department of Administrative Services** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to **RFP1120005058**.

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.

The Respondent further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Date**



**Attachment #3**  
**Form 22 – Request for Confidentiality**  
**SUBMISSION OF THIS FORM 22 IS REQUIRED**

***THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.***

**1. Confidential Treatment Is Not Requested**

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

**2. Confidential Treatment of Information is Requested**

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

**The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP.** The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

**Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

### Part 1 – No Confidential Information Provided

#### Confidential Treatment Is Not Requested

Respondent acknowledges that proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal.

- ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

_____ Company	_____ RFP Number	_____ RFP Title
_____ Signature (required)	_____ Title	_____ Date

*(Proceed to the next page only if Confidential Treatment is requested.)*

## Part 2 - Confidential Treatment is Requested

**The below information is to be completed and signed ONLY if Respondent is requesting confidential treatment of any information submitted in its Proposal.**

**NOTE:**

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A RESPONDENT MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency's acceptance of Respondent's submission does not guarantee the agency will grant Respondent's request for confidentiality. The Agency may reject Respondent's Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

**Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.**

RFP Section:	Respondent must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Respondent must justify why the information should be kept in confidence.	Respondent must explain why disclosure of the information would not be in the best interest of the public.	Respondent must provide the name, address, telephone, and email for the person at Respondent's organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent's submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
RFP Title

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment #4**  
**Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. One (1) original of the Proposal and One (1) electronic copy on digital media.			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Table of Contents			
3. Executive Summary (Signed)			
3. Specifications (See Sections 5.1 and 5.2)			
3. Respondent Background Information			
3. Experience			
3. Personnel			
3. Financial Information			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
3. Signed Addendums			
3. Form 22 – Request for Confidentiality			
5. Mandatory Specifications			
5. Scored Technical Specifications			
<b>COST PROPOSAL</b> (submitted in a separate, sealed envelope.)			
One (1) original of the Cost Proposal and One (1) electronic copy on digital media.			

## ATTACHMENT #5

### Cost Proposal

All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included. Cost proposals must include the following:

**1. Provide rates for the individual job classifications that would service this account.**

Job Classification	Rate Per Hour (Firm US Dollars)

**2. Respondent shall enter their Not to Exceed Amount for the initial term of the Contract for the Scope of Work as stated in Section 4.1.**

Initial Period of the Contract	Not to Exceed Amount Per Period
Year 1 – 2020/2021	\$
Year 2 – 2021/2022	\$

**3. Is Respondent willing to provide fixed fee increase percentages tied to measures such as CPI to address the annual Contract renewal periods? If so, provide an explanation. If not, please explain how fee increases would be determined and what supporting documentation would be provided.**

## EXHIBIT 1 (A)

### 2020 Iowa Choice and National Choice Side-by-Side Comparison

	Iowa Choice option	National Choice option
<b>Wellmark network to use when searching for providers</b>	HMO Blue Access network	PPO Alliance Select network
<b>Benefits Available from Non-Participating Providers</b>	<b>None</b> , unless prescribed and referred by a participating physician <u>and</u> approved by Wellmark, or in an emergency medical situation.	Normal plan benefits for network/non-network providers
<b>Deductible</b> <i>Family deductible is reached from amounts accumulated on behalf of a combination of family members. Member has benefits after single deductible is met.</i>	\$250 single \$500 family	\$250 single \$500 family
<b>Medical Out-of-Pocket Maximum</b> <ul style="list-style-type: none"> <li>Family out-of-pocket is reached from amounts accumulated on behalf of a combination of family members. Member has benefits after single out-of-pocket is met.</li> <li>All deductibles, coinsurance, and copayments go toward out-of-pocket limit. (Separate out-of-pocket maximum for prescription drugs.)</li> </ul>	\$1,000 Single \$2,000 Family	\$1,000 Single \$2,000 Family
<b>Lifetime Benefits Maximum</b>	Hospice Respite 15 Days Inpatient 15 Days Outpatient  Infertility - \$25,000	Hospice Respite 15 Days Inpatient 15 Days Outpatient  Infertility - \$25,000
<b>New Employee Preexisting Condition Waiting Period</b>	No preexisting conditions waiting period.	No preexisting conditions waiting period.
<b>Preventive Services</b>		
Affordable Care Act (ACA) preventive services	Covered at 100% per ACA guidelines.	Covered at 100% per ACA guidelines. Preventive care from non-participating providers with Wellmark are subject to the deductible or coinsurance.
<b>Professional Office Services</b>		
<b>Office Visit - Primary Care Practitioner (PCP)</b> A PCP is one of the following: - advanced registered nurse practitioner (ARNP) - family practitioner - general practitioner - internal medicine practitioner - obstetrician/gynecologist - pediatrician - physician assistant (PA)	\$15 copay Office visit copay applies to any office services	\$15 copay Office visit copay applies to any office services
<b>Office Visit - Specialist</b> All other practitioners except those listed above are considered specialist	\$30 copay Office visit copay applies to any office services	\$30 copay Office visit copay applies to any office services

## 2020 Iowa Choice and National Choice Side-by-Side Comparison

Iowa Choice option		National Choice option	
<b>Professional Office Services</b>			
<b>Office Visit - Other Providers (not PCP or Specialist)</b>	\$15 copay Office visit copay applies to any office services	\$15 copay Office visit copay applies to any office services	
- chiropractor			
- occupational therapist			
- physical therapist			
- speech pathologists			
Routine Eye Exam	\$30 copay	\$30 copay	
<i>One routine vision exam per calendar year.</i>			
Routine Hearing Exam	\$30 copay	\$30 copay	
<i>One routine hearing exam per calendar year.</i>			
Maternity (globally billed at time of delivery)	10% after deductible	10% after deductible	
Surgery, Radiology & Pathology (office)	\$15 copay (PCP) \$30 copay (Specialist)	\$15 copay (PCP) \$30 copay (Specialist)	
Telehealth (Doctor on Demand)	\$10 copay	\$10 copay	
<b>Hospital Services</b>		<b>Network</b>	<b>Non-network</b>
<b>Inpatient Hospital Services</b>			
Preapproval of Inpatient Admissions	Required	Required	Required
Inpatient Hospital Services	10% after deductible	10% after deductible	20% after deductible
Room & Board			
Inpatient Physician Services			
Inpatient Supplies			
Inpatient Surgery			
<b>Outpatient Hospital Services</b>		<b>Network</b>	<b>Non-network</b>
Ambulatory Surgical Center	10% after deductible	10% after deductible	20% after deductible
Outpatient Diagnostic Lab, Radiology	10% after deductible	10% after deductible	20% after deductible
<b>Outpatient Therapy Services</b>		<b>Network</b>	<b>Non-network</b>
Chemotherapy	10% after deductible	10% after deductible	20% after deductible
Physical Therapy			
Occupational Therapy			
Respiratory Therapy			
Speech Therapy			
<b>Emergency Care</b>		<b>Network</b>	<b>Non-network</b>
Ambulance	10% after deductible	10% after deductible	20% after deductible
Urgent Care Center	\$15 copay	\$15 copay	
Hospital Emergency Room	\$100 copayment; waived if admitted	\$100 copayment; waived if admitted	
<b>Behavioral Health Services</b>		<b>Network</b>	<b>Non-network</b>
Office visit	\$15 copay	\$15 copay	

## 2020 Iowa Choice and National Choice Side-by-Side Comparison

Iowa Choice option		National Choice option	
Inpatient mental health and substance abuse treatment	10% after deductible	10% after deductible	20% after deductible
Outpatient mental health and substance abuse treatment	10% after deductible	10% after deductible	20% after deductible

### Prescription Drug Coverage (Blue Rx Complete Formulary)

#### Pharmacy Out-of-Pocket Maximum

Single \$5,850  
Family \$11,700

#### Retail

Quantity	30-day supply for maintenance and non-maintenance drugs. 90-day supply for maintenance drugs.
Tier 1 Generic	30-day supply: <b>\$10</b> copay   90-day supply: <b>\$30</b> copay
Tier 2 Preferred Brand	30-day supply: <b>\$25</b> copay   90-day supply: <b>\$75</b> copay
Tier 3 Non-Preferred Brand	30-day supply: <b>\$50</b> copay   90-day supply: <b>\$150</b> copay
Tier 4 Preferred Specialty/Non-Preferred Specialty	<b>\$100/\$200</b>

#### Mail Order

Quantity	90-day supply for maintenance drugs only
Tier 1 Generic	<b>\$20</b> copay
Tier 2 Preferred Brand	<b>\$50</b> copay
Tier 3 Non-Preferred Brand	<b>\$100</b> copay

#### Prescription Drug Coverage - General Information

Purchase a brand name drug that has an FDA-approved "A"- rated generic equivalent, the State will only pay for the equivalent generic drug. The employee is responsible for the copayment and any remaining cost difference up to the maximum allowed fee for the brand name drug.