



WESTERN

Oklahoma State College

Request for Proposal

For:

Employer Paid Group Life and Accidental Death and Dismemberment Insurance

Employer Paid Long Term Disability Insurance

Voluntary Short Term Disability Insurance

Critical Illness and or Cancer Insurance

Accident Insurance

FSA, Dependent Care FSA

403(b) & 457 Plan Administration

Section 125 Admin

RFP Number: 1-RFP-2021

Submission Date: July 1, 2021

Submission Time: 8:00 a.m.

Proposal Emailed to: Melissa.mcmahon@wosc.edu

Presentations: July 6-13th

**Insurance Products
Western Oklahoma State College (WOSC)**

VENDORS: Proposals are being accepted to award a contract for Insurance products for Western Oklahoma State College (WOSC) in accordance with the standard terms and conditions and specifications set forth in this Request for Proposal (RFP). Proposals must be received at the address noted below and no later than the date and time of the submission deadline. All proposals must be email by the date and time set. WOSC reserves the right to reject any or all proposals. Proposal submissions **MUST** meet all general and specific terms and contain the following:

1. Detailed response to the RFP
2. Statement of Price
3. Certification for Competitive Bid and Contract (Non-Collusion Certification)
4. Supplier Contract Affidavit
5. Certificate of Compliance, if applicable

RFP Number: 1-RFP-2021
Date Issued: April 23, 2021
Submission Deadline: July 1, 2021
Time 8:00 a.m. C.S.T.
Presentations: July 6-13th

Proposal Address:
Melissa.McMahon@wosc.edu

CERTIFICATION: Upon signing this Proposal the Vendor certifies that the Standard Terms and Conditions and specifications have been read as set forth in the RFP, and that the Vendor understands same and agrees to be bound by those Standard Terms and Conditions and specifications when a contract is entered into pursuant to this RFP. The Vendor also agrees that the Proposal incorporates the Standard Terms and Conditions and specifications of this RFP and is the complete and exclusive statement of the terms of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the RFP. Proposals that are not signed will be rejected.

Name of Firm

Federal Tax ID #

Address, City State, Zip

Email Address

Printed Name

Title

Signature of Authorized Individual

Date

Table of Contents

A. BACKGROUND

1. Western Oklahoma State College
2. Financial Information

B. OVERVIEW

C. SCOPE OF ENGAGEMENT

D. PROPOSAL CONTENT

1. Cover Letter
2. Questionnaire
3. Understanding of Engagement
4. Work Plan
5. Proposal Template Response
6. Vendor Personnel
7. References
8. Cost
9. Sample Contract
10. Additional Information

E. SELECTION CRITERIA

F. GENERAL TERMS AND CONDITIONS FOR SUBMITTING PROPOSALS

G. INSTRUCTIONS FOR SUBMITTING PROPOSALS

ATTACHMENT 1 –COMMUNICATIONPROTOCOLS

ATTACHMENT 2 – CONTRACT PROVISIONS

A. BACKGROUND

1. Western Oklahoma State College

Western Oklahoma State College is a public, state-supported institution and is a member of the Oklahoma State System of Higher Education. The college is governed by the Oklahoma State Regents for Higher Education and accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools- Commission on Institutions of Higher Education.

Western Oklahoma State College Currently has the following:

- ER paid Life - 86 employees \$7,319,000 volume
- ER paid Long Term Disability - 86 employees \$307,386 volume
- Short Term Disability - 36 enrolled
- FSA - 23 enrolled approximately \$28,500 annual election total
- DCA - 0 currently
- Accident - Low - 41 enrolled High - 10 enrolled
- Hospital Indemnity - Low - 27 enrolled High - 2 enrolled
- Critical Illness - Low- 34 enrolled High - 8 enrolled
- 403 (b) – 13 enrolled \$1,421 monthly contribution
- 457 – 13 enrolled \$1,445 monthly contribution

2. Financial Information

The most recent WOSC Comprehensive Annual Financial Report is available on the WOSC website at: <https://www.wosc.edu/index.php?page=accounting>

B. OVERVIEW

WOSC currently sponsors a package of ancillary benefits for its participating employees, which includes the following: (1) Employer Paid Group Life and Accidental Death and Dismemberment Insurance, (2) Employer Paid Long Term Disability Insurance, (3) Voluntary Short Term Disability Insurance, (4) Critical Illness and or Cancer Insurance, (5) Accident Insurance, (6) FSA and Dependent Care FSA and (7) 403(b)/457 Plan Administration (8) 125 Admin (collectively, the “Plans”). WOSC is seeking proposals from insurance carriers (“Vendor”) to provide coverage for some or all of the above referenced policies matching as closely as possible the benefits WOSC currently provides. Any new plans will be effective January 1, 2022.

C. SCOPE OF ENGAGEMENT

WOSC is soliciting proposals from Vendors with demonstrable experience in underwriting and administering the above-referenced Plans.

The successful vendor must be able to:

- 1) administer plan participants' claims for benefits in a timely and accurate manner, in adherence with in force plan provisions,
- 2) provide WOSC with quality account support as needed,
- 3) provide plan participants with "member-friendly" customer service,
- 4) provide WOSC with timely and accurate reporting on plan utilization activity,
- 5) provide both employer and participant portals for plan administration and member information,
- 6) manage the voluntary enrollment process with its own staff and/or enrollment system and
- 7) provide all services for a competitive cost, with extended-year rate guarantees.

Vendors may submit proposals for one or more of the services described above.

D. PROPOSAL CONTENT

At a minimum, the proposal must include the following information. For ease of review by WOSC, each requirement should be addressed in a separate section of the proposal, preceded by an index tab to identify the subject of the section. The proposal should be formatted on consecutively-numbered pages and include a table of contents.

1. Cover Letter

The Vendor must include a cover letter, which will be considered an integral part of the proposal, in the form of a standard business letter, and must be signed by an individual who is authorized to bind the Vendor contractually. It must include:

- 1.1 A statement identifying the Vendor's legal structure (*e.g.*, an Oklahoma corporation), Federal tax identification number, and address of the principal place of business.
- 1.2 Vendor's primary contact on this RFP, who has authority to answer questions regarding the proposal:
 - 1.2.1 Firm Name
 - 1.2.2 Contact's Name
 - 1.2.3 Additional Contacts
 - 1.2.4 Contact's Address
 - 1.2.5 Contact's Phone and Facsimile Numbers
 - 1.2.6 Contact's E-mail Address
- 1.3 A statement that the Vendor's proposal meets all the requirements of this RFP.
- 1.4 A statement that the Vendor acknowledges and agrees that any communication with WOSC concerning this RFP shall be in compliance with **Attachment 1**, the "RFP Communications Protocols."

- 1.5 A statement that the Vendor has not submitted its proposal with the assumption that there will be an opportunity to negotiate any aspect of its proposal.
- 1.6 A statement that the Vendor acknowledges that all documents submitted to WOSC pursuant to this RFP may be subject to disclosure by WOSC under Oklahoma's Public Records Act.
- 1.7 A statement that the Vendor acknowledges and agrees that the contract provisions contained in **Attachment 2** shall be included in any contract with WOSC that may result from this RFP, and that such contract provisions shall control in the event of any conflict.
- 1.8 An acknowledgement that WOSC shall possess full ownership and all rights and interests, including copyright interests, in all deliverables (the "Project Deliverables") under its contract with the Vendor, including in all software, documentation, and other project-related work, as applicable.
- 1.9 An acknowledgement that the Vendor will ensure that the Vendor's subcontractors shall assign to WOSC all ownership, rights, and interests in any Project Deliverables.

2. Questionnaire

Please provide the following information:

- 2.1 Vendor's United States office locations, identifying which location(s) will be assigned this project.
- 2.2 Vendor's organizational structure, including subsidiary and affiliated companies, and joint venture relationships.
- 2.3 How many years has Vendor been in business?
- 2.4 Yes/No: Has Vendor undergone any material change in its structure or ownership within the last 18 months? If yes, please describe.
- 2.5 Yes/No: Is any material change in ownership or structure currently under review or being contemplated? If yes, please describe.
- 2.6 If available, please provide a report, study, or assessment of your company, prepared by an unbiased independent third-party source, concerning client satisfaction and measures of your firm's strengths and weaknesses vis-à-vis your key competitors.
- 2.7 Please provide your most recent financial statements, including a statement of financial position, an annual income statement, and a balance sheet.
- 2.8 Please describe any material litigation to which your company is currently a party. In addition, please describe any material litigation that your company has been involved in over the last 3 years.

- 2.9 Please provide a list and describe litigation brought or threatened against your company by existing or former clients over the past 5 years.
- 2.10 Please describe any relationships that your company has with any potential or existing vendors of WOSC, including any potential fees or other remuneration your company may receive for recommending their products or services.
- 2.11 Please provide a description of your IT security program and certifications, especially any of the following, along with a copy of your most recent report for each applicable certification:
 - 2.11.1 SSAE 16 / 18 SOC2 (including a Type 2 report utilizing the following trust principals: Security, Availability, Confidentiality, Processing Integrity, and Privacy (preferred))
 - 2.11.2 CSA STAR
 - 2.11.3 ISO 27001
 - 2.11.4 ISAE 3402 (including a Type 2 report)
 - 2.11.5 Health Information Technology for Economic and Clinical Health Act (HITECH)
 - 2.11.6 FedRamp
 - 2.11.7 Payment Card Industry Data Security Standards (PCI DSS)
 - 2.11.8 2.11.8 BS 10012

3. Understanding of Engagement

- 3.1 Please describe in detail your organization's understanding of the goods and/or services requested in this RFP by WOSC and describe the procedures and methods that will achieve the required outcomes.
- 3.2 Please describe areas or processes not included in this RFP that your company may examine in order to provide more complete goods or services.
- 3.3 Please provide a narrative that supports why your company believes that it is qualified to undertake the proposed engagement.
- 3.4 Please clearly indicate which service or services described in Section C for which Vendor is submitting a proposal.

4. Project/Work Plan (including timeline with details of hours)

The proposal should set forth a project plan for delivering the services and deliverables described in this RFP, including:

- 4.1 A description of how the Vendor will consult with and/or make presentations to WOSC staff during the engagement.
- 4.2 A description of the service management and quality control procedures to be utilized. These should identify and describe any anticipated potential problems, the Vendor's approach to resolving these problems, and any special assistance that will be requested from WOSC.
- 4.3 Vendor should allow ample time to review all existing documentation pertaining to the goods or services being procured.

5. Proposal Template Response (Attachment B)

The proposal should include completing Attachment B to this RFP as applicable for the specific services for which Vendor is seeking to provide.

In order to complete Attachment B, Vendor may request from WOSC certain de-identified census, enrollment by month, claims by month, and large claimant data relating to the participating employees of WOSC (the "Data"). Vendor may submit a request for the Data by contacting April Nelson via e-mail at April.nelson@wosc.edu and the Data will be sent securely directly to the vendor. Vendor should refer to the Data when completing Attachment B.

6. Vendor Personnel

6.1 For each individual that you propose to assign to this engagement, please provide a narrative with the following information:

- 6.1.1 Employee name and title.
- 6.1.2 Proposed position on this engagement (manager, supervisor, officer, etc.)
- 6.1.3 The month and year that the employee began working for your organization.
- 6.1.4 Employee work history.

6.2 Vendor is required to provide all goods and perform all services requested by the RFP, and may not subcontract to provide such goods or services without the written consent of WOSC. For each of the Vendor's potential subcontractors, please provide a narrative with the following information:

- 6.2.1 The proposed subcontractor's (firm) name and address.
- 6.2.2 A brief description of the goods or services the subcontractor might provide.
- 6.2.3 A statement that Vendor acknowledges and agrees that it will remain liable for the provision of any Goods supplied by and/or Services performed by such subcontractor.

6.3 Please describe your firm's procedures in the event that a contact person assigned to this engagement leaves your firm during the term of the engagement.

7. References

7.1 Please provide the names, addresses and telephone numbers of five (5) current clients similar in size to WOSC.

7.2 Please provide the name and telephone number of a responsible official who may be contacted as a reference.

7.3 Please provide a summary description of the goods and/or scope of work for services to be provided in response to the RFP, as well as a demonstration describing Vendor's relevant and recent experience with similar projects.

8. Cost

- 8.1 Please provide a not-to-exceed, fixed-cost price quote for this project, stating the total cost for the project, including any and all reimbursable expenses.
- 8.2 Provide a cost per hour for additional service work, or if hourly costs are not applicable, the deliverables that Vendor intends to provide, and the cost associated with each deliverable.
- 8.3 State whether Vendor will negotiate its proposed cost if WOSC decides negotiation is appropriate as to any aspect of the proposals, including the cost, with the finalist(s). In no case, however, will the negotiated cost be higher than the cost submitted by the Vendor in its proposal.

9. Sample contract

Please provide a sample contract with your proposal for consideration if you are selected for this engagement, along with a copy of your certificate of insurance. The contract should reflect the specific scope and deliverables of this engagement as well as hourly fees for any potential work outside the scope of this engagement and response times.

Notwithstanding the foregoing, any contract that may result from this RFP must include the contract provisions included in **Attachment 2**, which provisions shall control in the event of any conflict.

10. Additional Information

The Vendor should provide any other information it believes relevant to the engagement.

E. SELECTION CRITERIA

Proposals will be evaluated, and WOSC will make any final decision to award the contract.

During the evaluation process, WOSC will evaluate which vendors to make oral presentations. Such presentations will provide Vendors with an opportunity to answer questions regarding the Vendor's proposal. Not all Vendors may be asked to make such oral presentations.

Proposals will be evaluated based on the following criteria, (each criterion may be weighted):

1. Perceived quality of participant experience
2. Ease of employer administration, including enrollment services
3. Quality of insurance plans (contract provisions, benefit levels) proposed
4. Cost and financial considerations
5. Account management support

After evaluation of the proposals, WOSC may determine a list of up to three (3) finalists, and may commence sequential negotiations on any aspects of the proposals WOSC deems appropriate, beginning with the highest-scoring finalist. If WOSC does not reach agreement with the highest-scoring finalist within seven (7) calendar days, or if in the opinion of WOSC negotiations with that finalist reach an impasse, WOSC may decide not to award the contract or may begin negotiations with the second-highest scoring finalist. WOSC may choose to continue such negotiations with subsequent finalists on the same basis until a contract is negotiated, no other finalists remain, or WOSC decides not to award

the contract pursuant to this RFP.

F. GENERAL TERMS AND CONDITIONS FOR SUBMITTING PROPOSALS

1. Vendor acknowledges that WOSC is subject to the Oklahoma Public Records Act, and the documents submitted pursuant to this RFP may be subject to a public records request. Accordingly, Vendor should submit, along with its response to this RFP, a copy of its response in which any information that is trade secret or is otherwise exempt from disclosure under the Oklahoma Public Records Act is redacted, along with a reference to the statutory basis upon which Vendor is relying for the redaction.
2. Regardless of cause, late proposals, in whole or in part, will not be accepted by WOSC and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery of its proposal at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed by WOSC.
3. WOSC reserves the right, in its sole discretion, to reject any or all proposals submitted, and to waive as to any Vendor or as to all Vendors, any informality or irregularity in a proposal or proposals or any failure to conform to the instructions in this RFP.
4. WOSC reserves the right to modify any dates stated in this RFP at its sole discretion and accepts no liability to the extent the actual schedule differs from the dates set forth herein. In the event a change is made to the RFP Schedule, a revised schedule will be posted on the WOSC website.
5. This Request for Proposal is not a contract, is not intended to serve as a contract, and does not constitute a promise to enter into a contract.
6. WOSC shall not have any responsibility or liability whatsoever with respect to any costs incurred by any Vendor in preparing a proposal or responding to this RFP.
7. WOSC does not make any representation or warranty regarding the accuracy or completeness of any information contained in this RFP, its Attachments, or any statements made by representatives of WOSC during the RFP process. Each Vendor is responsible for making its own evaluation of the information and data contained in this RFP and in preparing and submitting responses to this RFP. WOSC's issuance of this RFP and receipt of information in response to this RFP will not, in any way, cause WOSC to incur any liability (whether contractual, financial, or otherwise) to any Vendor participating in the RFP process.
8. All documents, proposals and other materials submitted in response to this RFP will become the property of WOSC and will not be returned to Vendor.
9. Vendor agrees to comply with all terms, conditions and requirements described in this RFP. Any failure by any responding Vendor to so comply shall be grounds for rejection of that Vendor's proposal, as determined by WOSC in their sole discretion.
10. If a contract between WOSC and Vendor results from this RFP, neither the successful responding Vendor, nor anyone on its behalf (including its agents, affiliates, subcontractors, and/or vendors), shall publish, distribute or otherwise disseminate any press release, advertising, and/or publicity matter of any type or kind (collectively "Advertising Material") having any reference to WOSC, this RFP, or

the resulting contract, unless and until such Advertising Material first shall have been submitted to and approved in writing by WOSC.

G. INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Please provide two (2) electronic copies (including one (1) redacted copy for public records requests as described in Section F.1 of this RFP) of your proposal by **8:00 a.m. Central Standard Time, on July 1, 2021**, to:

Melissa McMahon
Vice President for Business Affairs
melissa.mcmahon@wosc.edu

2. Questions concerning this Request for Proposal must be submitted via e-mail to Melissa McMahon at melissa.mcmahon@wosc.edu. The question and answer period will be from *May 3rd to May 14th (date prior to response deadline)*. Questions and answers will be posted on the WOSC website: <https://wosc.edu>
3. **All communications with WOSC concerning this Request for Proposal must be conducted in compliance with Attachment 1, “RFP Communication Protocols” attached hereto.**
4. This Request for Proposal is issued on April 23, 2021. WOSC reserve the right, in their sole discretion, to amend or cancel this RFP.

ATTACHMENT 1: COMMUNICATION PROTOCOLS

This RFP includes and imposes certain restrictions on communications between WOSC and vendors responding to the RFP (“Vendors”).

Vendors are restricted from communicating with WOSC in any manner, whether oral, written, electronic or otherwise, that a reasonable person would infer constitutes an attempt to unduly influence the award, denial, or amendment of a contract, from the time this RFP is issued through the final award and approval of the contract or termination of this RFP. **Any communications with WOSC in violation of this Attachment 1 may result in immediate disqualification of such Vendor.**

The following communications channels are permissible for Vendors to communicate with WOSC to ensure that no violations of these Communication Protocols occur:

- **Question and Answer Period:** See Section G.2 of the RFP.
- **Supplemental Questions:** WOSC may, after an RFP has been posted, post to the WOSC website supplemental RFP questions for Vendors to answer. If such supplemental questions are posted by WOSC, Vendors shall respond to such questions according to the instructions included with the supplemental questions.
- **Finalist Presentations:** See Section E of the RFP.
- **Additional Information:** WOSC may, but is not obligated to, request additional information and materials from any Vendor for evaluation of its proposal. Information submitted by a Vendor absent a request by WOSC that is not in the nature of a correction or clarification to the proposal will not be considered. A Vendor must immediately notify WOSC if any information in a proposal becomes invalid or untrue prior to the completion of the RFP process. WOSC may disqualify a Vendor from further consideration if the Vendor fails to immediately notify WOSC of invalid or untrue information, or fails to respond to WOSC’s request for additional information and materials. WOSC shall have no obligation to inform any Vendor of any deficiency in its proposal.

ATTACHMENT 2 – CONTRACT PROVISIONS

1. **Certification Clause** (74 O.S. § 85.42). The parties to this Agreement certify that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under said Agreement.
2. **Non-Collusion Clause** (74 O.S. § 85.22). Neither Vendor nor anyone subject to Vendor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the Agreement to which this statement is attached.
3. **Non-Appropriation**. Any obligation of Client to make any payment(s) hereunder is subject to the availability and continuation of sufficient funds for that purpose. The Agreement may be canceled, and not renewed beyond the current fiscal year ending June 30, 2021, and the end of any subsequent fiscal year, without obligation or penalty should the Oklahoma Legislature fail to appropriate funds or if a reduction in or elimination of any source of funding for the payment(s) required under this Agreement occurs.
4. **Responsibility for Actions of Employees**. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. Client shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.* Vendor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by their respective officers, employees, or agents while acting within the scope of their authority or employment.
5. **Taxes**. Pursuant to applicable law, Client shall not be liable under the Agreement to pay any taxes assessed against Vendor or to reimburse Vendor for taxes incurred by Vendor pursuant to its performance under the Agreement.
6. **Limitation of Liability**. No provision of the Agreement or attachments to this Agreement providing for a limitation of liability of Vendor shall be enforceable against Client except to the extent permitted by Oklahoma law. Notwithstanding any provisions to the contrary in the Agreement or attachments to this Agreement, Oklahoma law will govern the interpretation and enforceability of any limitation of liability, indemnity, or exculpatory provision in the Agreement or attachments to the Agreement.
7. **Audit Clause** (74 O.S. §85.41(E)). Vendor shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services for a period of five (5) years from the ending date of this Agreement. Upon reasonable notice, the Client, the State Auditor's Office, or their representatives shall be entitled to access any books, records, and other documents and items directly pertaining to charges to Client hereunder for purpose of audit and examination, at Vendor's premises during normal business hours. Vendor further agrees to provide appropriate access by the aforementioned parties to any sub-contractor's associated records. In the event any audit, litigation, or other action

involving these pertinent records is started before the end of the five (5) year period, Vendor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

8. **Indemnification Clauses Prohibited.** Client is prohibited under Oklahoma law from indemnifying Vendor as provided for in the Agreement. *See, e.g., 2007 OK AG 41.*
9. **Waiver of Defense Clauses Prohibited.** Client is also prohibited under Oklahoma law from waiving any defense available to it under applicable law. *See, e.g., 2006 OK AG 11.* Client is further prohibited under Oklahoma law from entering into binding arbitration as provided for in the Agreement.
10. **Choice of Law. Choice of Venue.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of Oklahoma without reference to principles of conflict of laws. All claims, disputes, and lawsuits arising out of or in connection with this Agreement shall be resolved or adjudicated in Oklahoma City, Oklahoma.