

STATE OF MISSISSIPPI



STATE AND SCHOOL EMPLOYEES' HEALTH INSURANCE MANAGEMENT BOARD

REQUEST FOR PROPOSAL

HEALTH AND LIFE INSURANCE CONSULTING SERVICES

June 3, 2022

Contact information for this request for proposal:
Health and Life Insurance Consulting Services RFP
c/o Office of Insurance
501 North West Street
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Jackson, Mississippi 39201
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TABLE OF CONTENTS

SECTION 1. INTRODUCTION 4

1.1 Overview and Process..... 4

1.2 Instructions to Vendors 5

1.3 Important Dates and Deadlines 9

1.4 Contact, Questions/Requests for Clarification, and Acknowledgment of Responses/RFP
Amendments 10

1.5 Corrections and Clarifications 11

1.6 Modification, Withdrawal, or Rejection of a Proposal 11

1.7 Right to Consider Historical Information 12

1.8 Right to Reject, Cancel and/or Issue Another RFP..... 12

1.9 Cost of Proposal Preparation 12

1.10 Registration with Mississippi Secretary of State 12

1.11 Vendor Investigations and Certifications..... 13

1.12 State Approval 13

1.13 Proposal Evaluation and Basis for Award 13

1.14 Post-Award Vendor Debriefing 16

1.15 Protest 16

1.16 Required Contract Terms and Conditions..... 17

1.17 Agency Website 17

1.18 Attachments 17

SECTION 2. MINIMUM VENDOR REQUIREMENTS 18

SECTION 3. SCOPE OF SERVICES 21

3.1 Dedicated Account Service..... 21

3.2 Standard/Ad Hoc Reporting..... 21

3.3 Cooperation with Other Board Vendors 21

3.4 Consulting Services 21

3.5 Actuarial Services - Optional..... 22

SECTION 4. GENERAL QUESTIONNAIRE..... 24

4.1 General..... 24

SECTION 5. TECHNICAL QUESTIONNAIRE..... 26

5.1 Account Management 26

5.2 Client Service and Communications..... 26

5.3 Consulting Services 27

5.4	Actuarial Consulting Services - Optional	29
SECTION 6.	FEE SCHEDULE.....	30
SECTION 7.	STATUTORY REQUIREMENT	32
SECTION 8.	STATEMENT OF COMPLIANCE AND EXCEPTION(S) FORM	34
Appendix A	36	
	<i>Draft Health and Life Insurance Consulting Services Contract.....</i>	<i>36</i>
Appendix B	37	
	<i>Health and Life Insurance Consulting Services Vendor Reports</i>	<i>37</i>

SECTION 1. INTRODUCTION

1.1 Overview and Process

Mississippi's State and School Employees' Health Insurance Management Board (Board) is seeking a vendor to provide health and life insurance consulting services to the Board relating to its management of the State and School Employees' Life and Health Insurance Plan (Plan). The Plan's health insurance component is a self-insured, non-ERISA (Employee Retirement Income Security Act of 1974) health insurance plan, currently providing health insurance coverage to approximately 197,000 participants. Eligible participants in the Plan include active, retired, and Consolidated Omnibus Budget Reconciliation Act (COBRA) employees (and their enrolled dependents) of the State's agencies, universities, community colleges, school districts, and public library systems. Plan participants are located primarily within Mississippi, although a small number of participants reside in other states. The Plan's life insurance component consists of a flex-funded, fully insured group term life insurance policy underwritten by Minnesota Life Insurance Company (Securian). This policy currently insures nearly 90,000 covered lives, totaling approximately \$6 billion in coverage. Eligible participants include active and retired employees of the State's agencies, universities, community colleges, school districts, and public library systems. The 2022 Plan Document provides specific details of the Plan and is located on the Plan's website at <https://knowyourbenefits.dfa.ms.gov/publications/>.

The Board desires to contract with a qualified firm that specializes in providing health and life insurance consulting services to large, self-insured health plans and has prior experience directly related to the services requested in this RFP which may include actuarial consulting services. The board currently contracts for these separately. If the successful consultant vendor also has actuarial expertise, those services may also be included in the resulting contract when needed. The selected vendor will assist the Board by providing such services as requested by the Board for which the consultant has the technical capability to render. The health and life insurance consulting services will include, but are not limited to, providing guidance in federal and state regulations; assisting the Board in the selection and implementation of a third party medical claims administrator, pharmacy benefit manager, medical management/population health vendor, decision support system vendor, and life insurance company; providing recommendations regarding benefit plan design; providing estimates regarding the cost and/or savings associated with benefit plan design changes; assisting the Board in preparing requests for proposals for other services required by the Board; and providing technical assistance as needed. The actuarial consulting services would include, but not be limited to, the preparation of semi-annual actuarial analyses of the Plan, development of funding/premium recommendations, evaluation of the cost/savings of proposed benefit changes and assisting as requested in the development and evaluation of Return on Investment (ROI)/performance standards relating to the Board's vendors. A more detailed listing of services is contained in **RFP Section 3, Scope of Services**.

The Mississippi Department of Finance and Administration's (MDFA) Office of Insurance (OI) under the direction of the State Insurance Administrator is responsible for the management and administration of the Plan and provides administrative support to the Board. OI is coordinating this RFP. The Board seeks to enter into multi-term, fixed price, indefinite quantity contract(s) for the aforementioned services. Utilization of said contract(s) will vary depending on the number and complexity of projects undertaken by the Board. While the need for actuarial consulting services and health and life insurance consulting and actuarial consulting services varies from year-to-year, the Board has utilized the health and life insurance consulting services an average of 416 hours and the actuarial consulting services an average of 678 hours per year over the past five (5) years. A draft contract has been included as **RFP Appendix A** of this RFP

for your review and comment. This RFP, any amendment thereto, such as Questions and Answer document(s), if any were issued, as well as the awarded vendor’s proposal(s), and any requested best and final offer shall constitute the contract(s). The contract(s) will be for four (4) years with an option to renew for one (1) additional year at the Board’s discretion. The effective date of the contract(s) will be October 1, 2022. This procurement and any resulting contract(s) shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations*, a copy of which is available at 501 N. West Street, Suite 701E, Jackson, Mississippi 39201 for inspection or at <http://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/opscr/>.

A copy of this RFP, including any subsequent amendments, along with a copy of all questions from vendors and responses to those questions, will be posted on MDFA’s website under the heading “Bid and RFP Notices” at <http://www.dfa.ms.gov/bid-rfp-notice/>. Before the award of any contract, the vendor will be required to document to the Board that it has the necessary capabilities to provide the services specified in this RFP. The vendor may also be required to provide additional client references, as well as related project experience detail, for OI to determine if the vendor is qualified. The OI may make reasonable investigations, as it deems necessary and proper, to determine the ability of the vendor to perform the work, and vendor shall be required to furnish all information that may be requested for this purpose. The OI reserves the right to reject any proposal if the vendor fails to provide the requested information and/or fails to demonstrate the vendor is properly qualified to carry out the obligations of the contract and to complete the work described within this RFP.

The Board’s current consulting services contract with The Segal Company Southeast Inc. d/b/a Segal is scheduled to expire on September 30, 2022, necessitating the need for this RFP; while the Board’s current actuarial consulting services contract with Wm. Lynn Townsend, FSA, MAAA is scheduled to expire on September 30, 2023. The Board also contracts with the following vendors to assist in managing the Plan:

ActiveHealth® Management, Inc.	Health and Wellness Management Services
Blue Cross & Blue Shield of Mississippi	Third Party Medical Claims Administrator Services
Caremark PCS Health (CVS Health)	Pharmacy Benefit Manager
Cavanaugh Macdonald Consulting, LLC	Other Post-Employment Benefits Actuary
Claim Technologies Inc.	Medical Claim and Performance Audit Services
Health Data & Management Solutions, Inc.	Decision Support Services
Keystone Peer Review Organization, Inc.	Utilization Management Services
PillarRx Consulting, LLC	Pharmacy Claim and Performance Audit Services

1.2 Instructions to Vendors

- Proposals must be submitted by **2:00 PM CST on July 7, 2022.**
- Proposals may be submitted in a paper format via the two address options below or electronically via

the State of Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC). Registering as a supplier with the State of Mississippi allows businesses to register for upcoming RFX opportunity notifications by the products or services they supply, search the system for upcoming RFXs, respond to RFXs electronically, and receive purchase orders by email. In order to register, please go to the following website: <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>. Electronic proposals submitted through MAGIC shall follow the same format as specified within this section.

- Paper Format - To prevent opening by unauthorized individuals, all proposal submissions must be sealed in an envelope or package and marked, "**SEALED PROPOSAL – DO NOT OPEN**". The sealed envelope or package shall be marked with the Proposal opening time and date, and the number of the RFP. Proposals are subject to rejection unless submitted with the information included on the outside the sealed proposal envelope or package.

Sealed proposals should be mailed or hand-delivered to and labeled as follows:

Address if mailing proposals:

RFP RFX Number 3120002460 for Health and Life Insurance Consulting Services
Opening Date: 3:00 PM CST, July 7, 2022
Mississippi Department of Finance & Administration, Office of Insurance
Attention: Alicia Coleman, MDFA OI Procurement and Contracts Director
P.O. Box 24208
Jackson, Mississippi 39225-4208
SEALED BID – DO NOT OPEN

Address if hand delivering proposals:

RFP RFX Number 3120002460 for Health and Life Insurance Consulting Services
Opening Date: 3:00 PM CST, July 7, 2022
Mississippi Department of Finance & Administration, Office of Insurance
Attention: Alicia Coleman, MDFA OI Procurement and Contracts Director
501 North West Street, Suite 901-B Woolfolk Building
Jackson, Mississippi 39201
SEALED BID – DO NOT OPEN

The time and date of receipt will be indicated on the sealed proposal envelope or package by Agency staff. The only acceptable evidence to establish the time of receipt at the office identified for proposal opening is the time and date stamp of that office on the proposal wrapper or other documentary evidence of receipt used by that office.

- Proposals submitted by facsimile (fax) machine will not be accepted/considered.
- All vendors are urged to take the possibility of delay into account when submitting a proposal. Timely submission of the proposal package is the responsibility of the vendor. Proposals received after the specified time will not be considered. It is suggested that if a proposal is mailed to MDFA, it should be posted in certified mail with a return receipt requested. MDFA will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay – whether delivered by hand,

U.S. Postal Service, courier or other delivery service or method – is entirely on the vendor.

- Proposals received after the specified time will be rejected and maintained unopened in the procurement file. A proposal received at the place designated in the solicitation for receipt of proposals after the exact time specified for receipt will not be considered unless it has been determined by the Agency that the late receipt was due solely to mishandling by the Agency after receipt at the specified address.
- **Submission Format** – Each vendor must submit their written proposal in the style and format outlined herein.

The proposal shall consist of three (3) separate units: cost, technical, and management. Pursuant to Mississippi Code Annotated §§ 27-104-7 and 31-7-401 through 31-7-423, the State of Mississippi requires a blind evaluation of certain factors not requiring knowledge of the name of the vendor. All vendor-identifying information shall be removed and/or redacted. Identifying information includes, but is not limited to, any prior, current, and future names or addresses of the vendor, any names of incumbent staff, any prior, current and future logos, watermarks, and company colors, any information which identifies the vendor as an incumbent, and any other information, which would affect the blind evaluation of technical factors. The Technical Unit shall have no identifying information, while the Cost and Management Units will be allowed to have identifying information. Any proposals that do not adhere to these requirements within the “Blind” copy described below will be deemed non-responsive and may be rejected on that basis.

The three units of the proposal shall be comprised of the following twelve (12) sections. It is the vendor’s responsibility to organize and separate the information into the units and sections accordingly. **Cost Unit is Section 7; Technical Unit consists of Section 6; and Management Unit consists of Sections 1-5, and 8-12.**

The proposal should be labeled and submitted in the following order as applicable per file version:

Section 1 – Introduction/Signed Proposal Cover Letter

Section 2 – Minimum Vendor Requirements Confirmation

Section 3 – Scope of Services Confirmation

Section 4 – Performance Standards

Section 5 – General Questionnaire

Section 6 – Technical Questionnaire

Section 7 – Fee Schedule

Section 8 – Signed Statutory Requirement Disclosure Statement

Section 9 – Signed Statement of Compliance and Exception(s) form

Section 10 – Signed Acknowledgement of RFP Amendments (if any)

Section 11 – Résumés for Key Staff: Provide a complete résumé of key vendor staff who will be assigned to render services to the Board, including detailed information on any special training or designations and each person’s respective total number of years of experience related to the services being requested in this RFP.

Section 12 – Any Additional Information Not Specifically Requested: If you have additional information you would like to provide, include it as Section 12 of your proposal. It is the vendor’s sole responsibility to submit information relative to the evaluation of its proposal and the MDFA is under no obligation to solicit such information if it is not included with the proposal.

- Each page of the proposal should be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is for the vendor to submit all information in a manner that it is clearly referenced and easily located.
- Vendors shall submit the following three (3) versions of their proposal as separate/distinct files:
 1. **Complete Proposal File** - Provide one (1) electronic copy of the complete proposal including all attachments in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®);
 2. **Blind Proposal File** - Provide one (1) electronic “blind” technical proposal (or technical unit) in a searchable Microsoft Office® format, preferably in Word® or PDF®. The vendor is responsible for ensuring that the “blind” copy shall have no identifying information, specifically within the technical proposal. This requirement is necessary to help ensure the anonymity of the vendors from the evaluation committee that will review proposals. **Blind proposals containing vendor-identifying information may be disqualified**; and
 3. **Redacted Proposal File** - Provide one (1) “redacted” electronic copy of the complete proposal including all attachments and referenced documents in a searchable Microsoft Office® format, preferably in Word® or PDF®, if the proposal contains confidential information, as described below. If any portion of the proposal is considered confidential or proprietary, the vendor shall also include an additional electronic “redacted” copy in PDF® of the complete proposal, including all appendices and exhibits, with all trade secrets or confidential commercial or financial information redacted. If the proposal does not contain any confidential information to be redacted, please state such in your Introduction/Signed Proposal Cover Letter. Failure to submit an electronic “redacted” copy of your proposal or include a statement that no information will be redacted may cause your proposal to be considered incomplete and it may be rejected from consideration.

Any vendor claiming that its response contains information exempt from the Mississippi Public Records Act (Mississippi Code Annotated §§ 25-61-1 *et seq.* and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption. If the proposal contains confidential information, one (1) redacted electronic copy of the complete proposal including all attachments shall be submitted in a searchable Microsoft Office® format,

preferably in Word® or PDF®.

If a redacted copy is not submitted, OI shall consider the entire Proposal to be public record.

The redacted copy should identify which section or information has been redacted and the vendor shall provide the specific statutory authority for the exemption. Per Mississippi Code Annotated § 25-61-9(7), the type of service to be provided, the price to be paid, and the term of the contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification to the vendor, pursuant to any request under the Mississippi Public Records Act, Mississippi Code Annotated §§ 25-61-1 *et seq.* and 79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by OI, including but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, etc.

In accordance with *PPRB OPSCR Rules and Regulations Section 1-301*, “Any party seeking a protective order on a procurement contract awarded by state agencies shall give notice to and provide the reasons for the protective order to the party requesting the information in accordance with the Mississippi Rules of Civil Procedure. The notice and reasons for the protective order must also be posted on the Mississippi Procurement Portal for a minimum of seven (7) days before filing the petition seeking the protective order in a chancery court. Any party seeking a protective order in violation of this subsection may be barred by a state agency from submitting bids, proposals or qualifications for state procurements for a period not to exceed five (5) years.” Any records requested through a public records request shall be released no later than twenty-one (21) days from the date the third parties are given notice by the public body unless the third parties have followed the notification requirements and also filed in chancery court a petition seeking a protective order on or before the expiration of the twenty-one (21) daytime period.

- All documentation submitted in response to this RFP and any additional information submitted in response to subsequent requests for information pertaining to this RFP shall become the property of OI and will not be returned to the vendor.
- All information requested is considered important. Failure to provide all requested information and in the required format may result in disqualification of the Proposal. OI has no obligation to locate or acknowledge any information in the proposal that is not presented under the appropriate outline and in the proper location according to the instructions herein.
- If determined that the vendor has altered any language in the original RFP, the Board may, at its sole discretion, disqualify the vendor from further consideration. The RFP issued by the Board is the official version and will supersede any conflicting language subsequently submitted in proposals.

1.3 Important Dates and Deadlines

June 3, 2022	Request for Proposal released
June 17, 2022, 5:00 PM CST	Questions and Requests for Clarification due to OI
June 21, 2022, 5:00 PM CST	Anticipated responses to vendor questions to be posted
July 7, 2022, 2:00 PM CST	Proposals submission deadline
July 7, 2022, 3:00 PM CST	Proposal Opening

July 28, 2022	Anticipated Finalists selected
August 3-5, 2022	Anticipated Presentations by finalists*
August 2022 Meeting	Anticipated Notice of Intent to Award distributed
2 Days following Board Meeting	Anticipated Notice of Contract Award published
3 Business Days of Notice of Intent to Award	Anticipated Post-Award Debriefing Request Due Date
3 Business Days of Debriefing Request	Anticipated Post-Award Debriefing Held by Date
7 Calendar Days of Notice of Intent to Award	Anticipated Protest Deadline Date
October 5, 2022	Contract(s) Effective Date/Services Begin

* Adjustments to the schedule may be made as deemed necessary by OI. The Board anticipates vendors selected as finalists will make presentations (possibly virtual) in Jackson, Mississippi. **Due to the constraints of the RFP timeline and the relative importance of presentations in the evaluation process, interested vendors are encouraged to be prepared to accommodate this schedule.** The Board may also determine the need to conduct site visits.

1.4 Contact, Questions/Requests for Clarification, and Acknowledgment of Responses/RFP Amendments

Vendors must carefully review this solicitation, the Contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the RFP to submit the best proposal possible. To accommodate the questions and requests for clarifications, vendors shall submit any such question via email by the deadline reflected in Section 1.3. All questions and requests for clarifications must be directed by email to:

Alicia Coleman, MDFA OI Procurement and Contracts Director
Email: InsuranceRFP@dfa.ms.gov

Vendors should enter “**RFP RFX Number 3120002460 - Questions**” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

	RFP Section, Page Number	Vendor Question/Request for Clarification
1.		

Official responses will be provided only for questions submitted as described above and only to clarify information already included in the RFP. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and the MDFA's website as an amendment to the RFP by the date and time reflected in Section 1.3.

The MDFA will not be bound by any verbal or written information that is not contained within this RFP unless formally noticed and issued by the contact person as an RFP amendment. Vendors are cautioned that any statements made by MDFA personnel that materially change any portion of the proposal

document shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document.

All vendor communications regarding this RFP must be directed to the Proposal Coordinator. Unauthorized contact regarding the RFP with other employees of the MDFA may result in the vendor being disqualified, and the vendor may also be suspended, disbarred, or removed from consideration for award of contracts with the State of Mississippi for a period of two (2) years. At no time shall any vendor or its personnel contact, or attempt to contact, any MDFA staff regarding this RFP except the contact person as set forth and, in the manner, prescribed herein.

No pre-proposal conference, tour, or site visit will be held for this RFP.

OI reserves the right to amend this RFP at any time. Should an amendment to the RFP be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the MDFA's website under the heading "Bid and RFP Notices" in a manner that all vendors will be able to view. Vendors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal package, by identifying the amendment number and date in the space provided for this purpose on the RFP amendment, or by letter. The acknowledgment should be received by the MDFA by the time, date, and at the place specified for receipt of proposals. It is the vendor's sole responsibility to monitor the websites for any updates or amendments to the RFP. Questions and Answer document(s), if any are issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the MDFA's website, must be treated the same as an RFP Amendment, meaning they will require acknowledgement.

The RFP is comprised of the base RFP document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award.

1.5 Corrections and Clarifications

OI reserves the right to request clarifications or corrections to proposals. Any proposal received which does not meet any of the requirements of this RFP, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

1.6 Modification, Withdrawal, or Rejection of a Proposal

Modifications or additions to any portion of the procurement document may be cause for rejection of the Proposal. OI reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, OI may request the vendor to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. The RFP issued by OI is the official version and will supersede any conflicting RFP language subsequently submitted in proposals.

A vendor may withdraw a submitted proposal by submitting a written notification for its withdrawal to OI, signed by the vendor, and emailed, or mailed to the addresses provided **within RFP Section 1.2** prior to the time and date set for proposal opening. OI shall not accept any amendments, revisions, or alterations to proposals after the due date unless requested by OI. Late proposals shall not be considered for award and the vendor shall be notified as soon as practicable.

If the price bid/offered is substantially lower than those of other vendors, a mistake may have been made. A vendor may withdraw its proposal from consideration if certain conditions are met:

1. The proposal is submitted in good faith;
2. The price bid/offered is substantially lower than those of other vendors because of a mistake;
3. The mistake is a clerical error, not an error of judgment; and,
4. Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the proposal demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a proposal that includes a clerical error after proposal opening, the vendor must give notice in writing to OI of claim of right to withdraw a proposal. Within two (2) business days after the proposal opening, the vendor requesting withdrawal must provide to OI all original work papers, documents, and other materials used in the preparation of the bid/offer.

A vendor may also withdraw a bid/offer, prior to the time set for the opening of proposals, by simply making a request in writing to OI. No explanation is required.

No vendor who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the Contract is awarded, or otherwise benefit from the Contract.

No partial withdrawals of a proposal are permitted after the time and date set for the proposal opening; only complete withdrawals are permitted.

A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP document is subject to rejection as non-responsive. Further, submission of a proposal that is not complete and/or signed is subject to rejection as non-responsive. OI reserves the right to permit the vendor to withdraw nonconforming terms and conditions from its proposal prior to a determination by OI staff of non-responsiveness based on the submission of nonconforming terms and conditions.

1.7 Right to Consider Historical Information

OI reserves the right to consider historical information regarding the vendor, whether gained from the vendor's proposal, conferences with the vendor, references, or any other source during the evaluation process. This may include, but is not limited to, information from any state or federal regulatory entity.

1.8 Right to Reject, Cancel and/or Issue Another RFP

OI specifically reserves the right to reject any or all proposals received in response to the RFP, cancel the RFP in its entirety, or issue another RFP.

1.9 Cost of Proposal Preparation

All costs incurred by the vendor in preparing and delivering its proposal, making presentations, and any subsequent time and travel to meet with the Board regarding its proposal shall be borne exclusively by the vendor.

1.10 Registration with Mississippi Secretary of State

By submitting a proposal, the vendor certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the MDFA that it has been selected for contract award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.11 Vendor Investigations and Certifications

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the Contract and to verify any representations made by the MDFA upon which the vendor will rely. If the vendor receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the vendor from its obligation to comply in every detail with all provisions and requirements of the Contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

By submitting a proposal, the vendor certifies the following:

1. That he/she has thoroughly read and understands the RFP and all attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the RFP and attachments thereto;
3. That it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi;
4. That the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other vendor or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices bid/offered; and,
5. That such vendor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this Contract.

The vendor agrees that submission of a signed proposal, fee schedule, and best and final offer (BAFO) (if requested), is certification that the vendor will accept an award made to it because of the submission. Under no circumstances, shall the maximum time for proposal acceptance by the State extend beyond one (1) year from the date of opening.

1.12 State Approval

It is understood that this contract may require approval by the PPRB. If required and if this contract is not approved, it is void and no payment shall be made hereunder. Every effort shall be made by OI to facilitate rapid approval and a start date consistent with the proposed schedule.

1.13 Proposal Evaluation and Basis for Award

All proposals received in response to this RFP by the stated deadline will receive a comprehensive, fair, and impartial evaluation. A formal scoring methodology comprised of three phases – compliance, analysis, and finalist, will be utilized with each proposal required to pass the previous phase to qualify for further evaluation in the next phase. MDFA will use an evaluation committee to review and evaluate the

proposals using a 100-point scale as well as consensus scoring. Consensus scoring involves a solidarity or general agreement of opinion among evaluators, based on information and data contained in the RFP proposals. The evaluation of any proposal may be suspended and/or terminated at the OI's discretion at any point during the evaluation process at which time OI determines that said proposal and/or vendor fails to meet any of the mandatory requirements as stated in this RFP, the proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or OI receives reliable information that would make contracting with the vendor impractical or otherwise not in the best interests of the Board and/or the State of Mississippi.

Compliance Phase - In this initial phase of the evaluation process, all proposals received are reviewed by the MDFA OI Procurement and Contracts Director and/or designee to determine if mandatory RFP requirements have been satisfied, meaning whether a proposal/vendor is responsive, responsible, and/or acceptable. Compliance requirements are not assigned a point percentage or score but are simply recorded as Pass or Fail.

- Every statement containing “must,” “shall,” “will,” etc., is a mandatory requirement. Failure to respond leads to mandatory proposal disqualification. Such mandatory requirements are to be clear and (preferably) standing alone.
- Every statement containing “may,” “can,” “should,” etc., is a desirable requirement. Vendors may ignore these if they wish. The only penalty for doing so is a possible loss of scoring points if the requirement has scoring points tied to it.

A Pass score is assigned to each factor for which the response to the question(s) defined is “Yes.” If any factor receives a Fail score or for some reason cannot be evaluated, an explanation of the problem or concern and the corresponding question must be evaluated and made part of the record, to include any allowable waivers.

Proposals with errors that do not alter the substance of the proposal can be accepted, and the MDFA OI Procurement and Contracts Director may allow the vendor to correct the problem prior to review if the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other vendors. MDFA has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a vendor with the proposal for the MDFA to properly evaluate the proposal, the MDFA has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Discussions may be conducted with vendors who submit proposals determined to be reasonably susceptible of being selected for the award, but proposals may also be accepted without such discussions. If any component received a Fail score (a “No” response) on any item or contains an item which for some reason cannot be evaluated, it shall be deemed as non-responsive and/or non-responsible. Failure to comply with these RFP requirements may result in the proposal being eliminated from further consideration. All proposals which are determined to be responsive, responsible, and/or acceptable will continue to next phase.

Analysis Phase - In this phase of the evaluation process, the evaluation committee will utilize consensus scoring to determine numerical scores for each proposal. The evaluation factors are listed in order of their relative importance and weight:

1. **Cost (Weight/Value of 40%/Points)** – Cost is reviewed by the MDFA OI Procurement and Contracts Director and/or designee as it is objectively scored based on the competitiveness of the proposed fees, rates, price, or cost offered. The lowest cost proposed will receive the maximum 40 points allocated to cost. The point allocations for cost on the other offers will be evaluated according to the following formula: Price of the lowest responsive and responsible offer divided by the price of the responsive and responsible offer being rated times the maximum 40 points allocated for cost equals the awarded points.
2. **Technical (Weight/Value of 35%/Points)** – Technical factors are scored by the evaluation committee without knowledge of the identity of the vendor (blind) and generally aid in determining the vendor’s technical ability to perform the service or provide the commodity. The evaluation committee will provide consensus scores of the quality and completeness of the vendor’s solutions and action plans for providing the services identified, demonstrating understanding, responsiveness, effectiveness, efficiency, and value to the Board in proposed approach.
3. **Management (Weight/Value of 20%/Points)** – Management factors are scored with knowledge of the identity of the vendor and generally aid in determining the vendor’s past performance of the service or provision of the commodity. The evaluation committee will provide consensus scores of the personnel, equipment, and facilities to provide timely access to comprehensive actuarial and/or consulting services for a plan of comparable size; the ability to technically implement and maintain the structure and resources for providing all services listed in this RFP, demonstrating where applicable the ability to perform the service reflected by technical training, education and general experience of staff and a documented record of past performance of providing services required in this RFP.

Finalist Phase - Upon completion of the Analysis Phase, the evaluation committee reviews and compares the numerical scores from among the vendors to determine finalists. The top scoring vendor, as well as all other vendors with scores within ten points of the top scoring vendor, will be named as finalists and will be further evaluated. In the finalist phase of the evaluation process, the evaluation committee will seek to determine from among the finalists whose proposal is the most advantageous to the Board. This phase consists of the following components:

1. **Record of Past Performance of Similar Work (Experience and Qualifications)** – From among the finalists, client references will be contacted to verify demonstration of an acceptable level of past performance for programs of a similar size and complexity as the Board. **Weight/Value – This component of the evaluation is considered pass/fail.**
2. **Finalist Presentations (Weight/Value of 5%/Points)** – At the OI’s discretion, all finalists may be required to make a presentation to the evaluation committee. If scheduled, individual finalist presentations shall be held either in Jackson, Mississippi, or virtually, to allow the evaluation committee the opportunity to conduct technical interviews of the finalists, and to confirm/clarify information provided in the submitted proposals or otherwise gathered during the evaluation process. Any substantial oral clarification shall be reduced to writing by the vendor.
3. **Best and Final Offer (BAFO)** – At the OI’s discretion, all finalists may be given the opportunity to provide a BAFO relative to their cost proposal. OI will notify finalists if a BAFO may be

submitted and will establish a date and time for submission. Although a finalist is under no obligation to submit such an offer, any such BAFO should include any applicable revised financial exhibits and must be signed by an appropriate representative of your firm. If a finalist chooses to not make a BAFO, the financial proposal included in your firm's response to the RFP will be considered as the BAFO. NOTE: Unsolicited BAFO, including but not limited to such offers submitted by non-finalists, will not be accepted. **Weight/Value – The numerical scores for the Cost factor from the Analysis Phase will be adjusted for any BAFO received from a finalist.**

Upon completion of the evaluation of proposals, the evaluation committee will determine the top scoring proposal and provide a recommendation to the Board. The Board will decide as to the proposal deemed most advantageous to the Board and will authorize the issuance of (an) intent to award the contract(s) to the selected vendor(s) and authorize contact negotiations with selected vendor(s). After such authorization by the Board, all participating vendors will be notified in writing of the contract award(s) and will be afforded the opportunity to participate in a post-award debriefing.

The MDFA intends to award one contract to provide the services described within this RFP to responsible and responsive vendor(s) whose proposal is determined in writing to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. Award(s) for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website at <https://www.dfa.ms.gov/bid-rfp-notices/>. Vendors will be notified via email of the awards.

OI reserves the right to further clarify and/or negotiate with selected vendor(s) evaluated best following completion of the evaluation of proposals but prior to contract execution, if deemed necessary. OI reserves the right to further clarify and/or negotiate with selected vendor(s) on any matter submitted to facilitate arriving at contract(s). OI also reserves the right to move to the next best vendor if negotiations do not lead to executed contract(s) with the best vendor(s).

1.14 Post-Award Vendor Debriefing

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by email (InsuranceRFP@dfa.ms.gov). Vendors should enter "**RFP RFX Number 3120002460 – Debriefings**" as the subject for the email. The written request must be received by Alicia Coleman, MDFA OI Procurement and Contracts Director, within three (3) business days of notification of contract award(s). A post-award vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a vendor prefers to have legal representation present, the vendor must notify Alicia Coleman, MDFA OI Procurement and Contracts Director, in writing and identify its attorney by name, address, and telephone number. The MDFA will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Vendor Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.07, Post-Award Vendor Debriefing, of the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB.

1.15 Protest

Any actual or prospective vendor who is aggrieved in connection with this solicitation or the outcome of this RFP may file a protest with Alicia Coleman, MDFA OI Procurement and Contracts Director. The protest shall be submitted within seven (7) calendar days of notification of contract award(s) or on or **before 5:00 PM CST, September 7, 2022**, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. The written protest letter shall contain an explanation of the specific basis for the protest. All protests must be in writing, dated, signed by the vendor or an individual authorized to sign contracts on behalf of the protesting vendor, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting vendor must provide facts and evidence to support the protest. A protest is considered filed when received by Alicia Coleman, MDFA OI Procurement and Contracts Director, via either U.S. mail, postage prepaid, or by personal delivery. Protests filed **after 5:00 PM CST, September 7, 2022**, will not be considered.

1.16 Required Contract Terms and Conditions

A draft contract has been included as Appendix A to this RFP for your review and comment. Any contract entered into with the MDFA pursuant to this RFP shall have the clauses in blue font as these are required pursuant to the PPRB OPSCR Rules and Regulations as updated and replaced by PPRB. These required clauses are mandatory and are nonnegotiable. MDFA discourages exceptions from the draft contract content, regardless of content being required or not. Such exceptions may cause a proposal to be rejected as non-responsive. Proposals which condition the proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the proposal will be given.

1.17 Agency Website

This RFP, any amendment thereto, such as Questions and Answer document(s) and Summary of Pre-Proposal Conference, Tour, or Site Visit, if any were issued, the Notice of Intent To Award, and the Evaluation Report will be posted on the agency website at <https://www.dfa.ms.gov/bid-rfp-notices/> and on the Mississippi Contract/Procurement Opportunity Search Portal website at https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False.

1.18 Attachments

The attachments to this RFP are made a part of this RFP as if copied herein in words and figures.

SECTION 2. MINIMUM VENDOR REQUIREMENTS

The following minimum vendor requirements are mandatory. Failure to meet any of these requirements will result in disqualification of the proposal submitted by your firm. Please respond by restating each minimum requirement, including the number listed below with documentation that proves specifically how your firm meets that minimum criterion. **Note that for the purposes of fulfilling the minimum vendor requirements, except as otherwise indicated, “consultant” refers to the primary contracting vendor only, not including any proposed subcontractors.** Please include in your responses the total number of years and types of experience of your firm. If, in the opinion of the procurement team, you fail to prove that your firm meets any of these minimum requirements, the proposal will be disqualified from further evaluation. If this happens, you will be notified of the decision and will have an opportunity to provide additional information to prove your firm does meet the minimum requirements. It is incumbent upon the disqualified vendor to respond timely and completely to any such notice as unreasonable delays and/or non-responsive submissions may result in the disqualification being upheld without further review.

2.1 Consulting References: References provided by the firm must be familiar with the vendor’s abilities in the areas involved with this solicitation. MDFA staff will use these references to determine the vendor’s ability to perform the services. It is the responsibility of the vendor to ensure that the reference contact information is correct and current. MDFA staff will not track down references. Vendors should verify before submitting their proposal that the contact information provided is correct for each reference. The determination of the length of time an entity has provided these services will be based upon the initial date the vendor established a contractual relationship to provide such services.

For each client provided pursuant to **Subsections 2.1.1 through 2.1.9**, please specify:

- a. Client contact information, including the name, title, address, email address, and phone number of a person whom we may contact to confirm as needed,
- b. The specific type of work your firm provided to the client,
- c. The number of covered lives in the client’s group,
- d. Contract effective dates for the time period(s) (beginning and end dates) your firm provided services to the client.

If two or more of the following reference requirements are met by the same client, list additional clients so there are at least three (3) clients listed for each section. If you are unable to provide three (3) clients for each reference, provide as many as you have and indicate in the response additional references meeting this requirement are not available.

2.1.1 The proposing vendor must possess at least ten (10) years’ experience **as of June 1, 2022**, as an organization providing the equivalent or similar in requirements and scale to those required in this RFP, with at least five (5) years of this experience with large public entity clients. The proposing vendor must provide sufficient detail to demonstrate it has the minimum required experience in working with programs similar in size and complexity to the Plan by providing client reference(s).

2.1.2 The proposing vendor must provide a dedicated primary contact for the Board who shall be, at a minimum, a senior level consultant. The individual who will serve in this role must have at least ten (10) years of experience as a health and life insurance consultant, of which at least five (5) years of experience in the last ten (10) years must have been in providing

health and life insurance consulting services to at least one self-insured health insurance plan with at least one hundred thousand (100,000) covered lives. The proposing vendor must provide sufficient detail to demonstrate the proposed primary contact has the minimum required experience in working with programs similar in size and complexity to the Plan by providing client reference(s).

- 2.1.3** List of three (3) current self-insured and/or public entity clients for whom your company provides services related to health plan benefits analysis and design.
- 2.1.4** List of three (3) current self-insured and/or public entity clients for whom your company is aiding in the selection and/or the implementation of a third-party medical claims administrator.
- 2.1.5** List of three (3) current self-insured and/or public entity clients for whom your company is aiding in the selection and/or implementation of a pharmacy benefit manager.
- 2.1.6** List of three (3) current self-insured and/or public entity clients for whom your company is assisting in the benefit design and/or selection of a life insurance company.
- 2.1.7** List your company's longest standing client.
- 2.1.8** List the client with the largest employee population for whom your company provides services to.
- 2.1.9** The proposing vendor must list the names of all clients that have discontinued use of your services or terminated their relationship with your organization in the past two (2) years. Include for each the client's name, a contact person, full address, and phone number, membership size, list of services you provided, duration of relationship, and your understanding for their discontinued use or reason for their termination of your services.
- 2.2** The proposing vendor must be an independent entity, with no real or perceived conflicts of interest with regard to its relationship with any employee and/or staff member of MDFA, member of the Board, and/or any other entity participating directly or indirectly in the procurement of these services. A company that owns or operates an insurance company, medical claims administrator, pharmacy benefit manager, or similar organization shall not be considered qualified. Additionally, if the majority ownership of the proposing vendor is an insurance company or similar organization referenced in this item, the proposing vendor will not be considered qualified. The proposing vendor must provide sufficient detail to demonstrate its standing as an independent entity. Please confirm.
- 2.3** The proposing vendor must agree that all services performed on behalf of the Board must be provided within the United States. Please confirm.
- 2.4** The proposing vendor must comply with Mississippi Code Annotated § 79-4-15.01 regarding authorization to transact business in Mississippi. Please confirm.
- 2.5** The proposing vendor must agree to provide and maintain, throughout the term of the Contract, at its own expense, professional liability insurance coverage in an amount no less than One Million

Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. All insurances policies shall list the State of Mississippi as an additional insured and shall be issued by insurance companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Insurance Department. The proposing vendor shall not commence work under this Contract until it obtains all insurances required under this provision and furnishes certificate(s) or other form(s) showing proof of current coverage to the MDFA. After work commences, the proposing vendor shall maintain in force all required insurance until the Contract is terminated or expires. The proposing vendor shall submit renewal certificates as appropriate during the term of the Contract. The proposing vendor shall ensure that should any of the above-described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the MDFA. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MDFA. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by MDFA. Please confirm.

2.6 The proposing vendor must agree to perform all services required in this RFP in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents whether currently in place, updated and replaced, or newly created. The proposing vendor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this RFP shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail, and that only first quality materials and workmanship are to be used. Please confirm.

2.7 Optional Actuarial Services:

2.8.1 The Consulting Actuary who will act as the State's primary contact for the Board shall be, at a minimum, a senior level actuary. The individual who will serve in this role must have at least ten (10) years of experience of actuarial consulting similar in requirements and scale to those required in this RFP, of which at least five (5) years of this experience in the last ten (10) years must have been in providing actuarial consulting services to at least one self-insured health insurance plan with at least one hundred thousand (100,000) covered lives, direct experience in funding analyses and premium rate setting for both health and life insurance, and direct experience in working with life insurance programs with at least fifty thousand (50,000) covered lives. The proposing vendor must provide sufficient detail to demonstrate the proposed primary contact has the minimum required experience in working with programs similar in size and complexity to the Plan by providing client reference(s).

2.8.2 Because the proposing vendor as the Consulting Actuary will act as the State's primary contact, the proposing vendor must be at a minimum, a Fellow of the Society of Actuaries, and a Member of the American Academy of Actuaries. Copies of these applicable certificates must be included in the proposal.

SECTION 3. SCOPE OF SERVICES

This section contains information on services and procedures the selected vendor must provide, or adhere to, in servicing the Board's account, either directly or through identified subcontractors. **The descriptions are not all-inclusive** but are provided to alert you to services or procedures that may require additional planning or programming on your part. The following is a list of services the Board expects the successful vendor to provide.

Please respond by restating each service listed below, including the number, and confirm your intention to provide the service as described by stating "*Confirmed*". If your firm can provide the service, but not exactly as described, respond by stating "*Confirmed, but with exceptions*", and state the specific exceptions. If your firm intends to provide a listed service through a subcontractor, respond, "*Confirmed, service will be provided through subcontractor*", and name the subcontractor. If your firm is currently unable to provide a listed service, respond by stating "*Unable to provide this service*". Any additional details regarding these services should be provided in your responses to the questionnaire, or as additional information included as an appendix to your proposal.

The selected vendor is expected to provide the following services:

3.1 Dedicated Account Service

All services directly related to this contract must be provided from an office located within the United States. The Vendor must assign a dedicated (but not necessarily exclusive) account manager to participate in activities relative to all aspects of the contract between the Board and the Vendor. When the Board provides the Vendor with written notification of a significant issue, the Vendor will respond in writing to the Board with the resolution of the issue or an explanation of when the issue can be resolved, with a defined timetable, within an average (as measured on an annual basis) of two (2) business days.

3.2 Standard/Ad Hoc Reporting

The Vendor must furnish monthly standard reports in a form and content approved by the Board and should include at a minimum updates of on-going project reports and upcoming initiatives/mandates. These reports will be provided, at the Board's request, in electronic media format, as well as hard copy if requested by the Board.

All other reports are to be performed and provided as stated in **Exhibit D, Actuarial and/or Consultant Services Vendor Reports**.

3.3 Cooperation with Other Board Vendors

The Vendor will cooperate as required with the Board's other contracted vendors and will work with other vendors contracted by the Board to facilitate the provision of necessary services as requested by the Board.

3.4 Consulting Services

- 3.4.1** Be proactive in presenting recommendations and ideas to the Board regarding the management of the Plan;
- 3.4.2** Research pertinent issues regarding the Plan and provide reports documenting research, findings, and recommendations;
- 3.4.3** Monitor regulatory and legislative developments at both the state and federal level;
- 3.4.4** Provide timely and accurate communication to the Board on changes in federal and state statutes and regulations that may impact the Plan and communicate said research, findings, and recommendations to the Board;
- 3.4.5** Provide assistance as requested by the Board:
 - a. in determining benefit design for the Plan and the costs/savings associated with any benefit changes;
 - b. in preparation of Request(s) for Proposals that include, but are not limited to, third party medical claims administrator, medical management/population health vendor, pharmacy benefit manager, decision support system vendor, and life insurance company;
 - c. in designing the integration of the vendors for the Plan and managing implementations and transitions, and evaluating the performance of vendors under contract with the Board; and
 - d. with the development of performance standards relating to vendors' performance of services to the Board and in the evaluation of the performance of vendors;
- 3.4.6** Provide analysis of provider pricing, geographic distribution, and other necessary analytical activities for evaluation of potential providers to the Plan;
- 3.4.7** As requested by the Board, review various reports submitted by any vendor selected by the Board, and make recommendations on the format and content of the reports, for the overall purpose of making the reports useful and meaningful to the Board;
- 3.4.8** As requested by the Board, testify before the State Legislature, Legislative Budget Committee, Performance Evaluation and Expenditure Review Committee, Insurance Advisory Council, and testify or provide assistance in connection with any legal proceedings in which the Board or the State of Mississippi is a party in relation to the services provided under this Contract; and
- 3.4.9** Maintain full and accurate records with respect to all matters covered under the Contract. Additionally, at the request of the Board, provide the Board copies of all spreadsheets, assumptions, and calculations of any project authorized and funded by the Board in a format acceptable to the Board.

3.5 Actuarial Services - Optional

- 3.5.1** Attend monthly Board meetings and as requested by the Board, attend other/special meetings;

- 3.5.2** Provide actuarial analyses of the Plan. Actuarial analyses are required on a fiscal year and calendar year basis. The actuarial analyses must address items including, but not limited to, estimated claims liability including incurred but not reported claims, current and projected funding status, loss ratios by premium class, and recommended premium structure for health and life insurance programs. The Board may identify other items for inclusion in the actuarial analyses, as it deems necessary;
- 3.5.3** As requested by the Board, analyze the cost/savings associated with proposed benefit changes, and after implementation of benefit changes, determine the cost/savings associated with the benefit change;
- 3.5.4** As requested by the Board, assist with the development of performance standards relating to vendors' performance of services to the Board and assist in the evaluation of the performance standards and Return on Investment (ROI) relating to vendors' performance of services to the Plan and the Board;
- 3.5.5** As requested by the Board, review various reports submitted by any vendor selected by the Board, and make suggestions on the format and content of the reports, for the overall purpose of making the reports useful and meaningful to the Board;
- 3.5.6** As requested by the Board, testify before the State Legislature, Legislative Budget Committee, Performance Evaluation and Expenditure Review Committee, Insurance Advisory Council, and testify or provide assistance in connection with any legal proceedings in which the Board or the State of Mississippi is a party in relation to the services provided under this Contract; and
- 3.5.7** Maintain full and accurate records with respect to all matters covered under the Contract. Additionally, at the request of the Board, provide the Board copies of all spreadsheets, assumptions, and calculations of any project authorized and funded by the Board in a format acceptable to the Board.

SECTION 4. GENERAL QUESTIONNAIRE

Failure to answer the following general questionnaire completely will result in Vendor being determined nonresponsive. In preparing your written response to the narrative questionnaire below, you are required to repeat each question, including the number, or requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. If you cannot provide a direct response for some reason (e.g., your company does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. “Will discuss” and “will consider” are not appropriate answers.

4.1 General

1. Provide the name, title, mailing address, email address, and telephone number of the contact person for this proposal.
2. Provide the physical location and mailing address of your company’s home office, principal place of business, and place of incorporation.
3. State the full name of your firm, and provide the address, and telephone number of your principal place of business.
4. List the office that will service the Board. If it is located at a different address than the home office, provide the complete address, phone number, and facsimile number for this office.
5. Describe your organizational structure. Indicate whether your firm operates as a corporation, partnership, individual, etc. If it is incorporated, include the state in which it is incorporated, and list the names and occupations of those individuals serving on your firm’s Board of Directors.
6. List the name and principal occupation or business of any person or entity owning ten percent (10%) or more of your firm.
7. List the name(s) of any organizations of which your firm owns or controls ten percent (10%) or more.
8. Is your firm currently for sale or involved in any transaction to expand or to become acquired by another business entity? If the answer is yes, please discuss the impact both in organizational and directional terms.
9. Describe any ownership or name changes your firm has been through in the past three (3) years. Are any ownership or name changes planned?
10. For how many customers has your firm provided the equivalent or similar services in requirements and scale to those services described within this RFP in the past five (5) years?
11. What was the average number of employees of your firm during calendar year 2021? Please list the net change in the number of employees in your firm from December 2020 to December 2021, with explanation if change is significant.

12. State if the proposed account manager, any officers or principals and/or their immediate families are or have been within the preceding twelve (12) months, employees of the State of Mississippi.
13. Provide a brief description of any outside vendors or subcontractors that will be involved in providing key services detailed within your proposal. Please include the term of your current contract with each vendor or subcontractor. Describe the nature of the relationship with the subcontractor, including any ownership interest.
14. Has your firm ever been involved in a lawsuit involving any area covered by this RFP? If the answer is yes, please provide details including dates and outcomes.
15. During the past five (5) years, has your firm, related entities, principals, or officers ever been a party in any material criminal litigation, whether directly related to this RFP or not? If the answer is yes, please provide details including dates and outcomes.
16. Has your firm been cited or threatened with citation within the last three (3) years by federal or state regulators for violations of any federal, state, or local law or federal, state, or local regulation? If the answer is yes, please describe the circumstances in detail.
17. Has your firm had any HIPAA breaches or incidents determined to be reportable to the U.S. Department of Health and Human Services (DHHS) within the last five (5) years? If the answer is yes, please describe the circumstances and the corrective action in detail.
18. The selected vendor must cooperate with the Board, OI and with all other contractors of the Board with respect to ongoing coordination and delivery of services and in any transition of responsibilities. Confirm you will comply with this requirement.
19. Confirm the proposal is valid for one (1) year after the date of submission.

SECTION 5. TECHNICAL QUESTIONNAIRE

Failure to answer the following questionnaire completely will result in Vendor being determined nonresponsive. In preparing your written response to the narrative questionnaire below, you are required to repeat each question, including the number, or requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. If you cannot provide a direct response for some reason (e.g., your company does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. “Will discuss” and “will consider” are not appropriate answers.

5.1 Account Management

1. Describe the team dedicated to provide the requested scope of services for the Board. Specifically,
 - a. Identify the dedicated account manager who will serve as the primary contact for the Board and OI.
 - b. Provide the name(s) of all key personnel who will provide services for the Board, a brief statement as to why each person is qualified relative to this work and identify area(s) of expertise for each key person and each person’s respective total number of years of experience related to the services being requested in this RFP.

The Board understands that vendor personnel will be assigned to projects based on the type of project to be undertaken and the expertise and experience of the individual consultant. For example, based on a consultant’s expertise and experience, the proposer may assign the consultant to assist in the selection and implementation of a third-party medical claims administrator, but may assign a different consultant to assist in the selection of a life insurance company.

2. The Board and OI must have prompt and direct access to your organization throughout the contract period. Describe in detail how your organization will provide this access.
3. Confirm that you will meet with OI at least monthly to discuss on-going project reports, upcoming initiatives/mandates, and address administration issues?
4. Provide a brief description of the level of service support available for:
 - a. Technical/regulatory compliance/policy research/legislative updates
 - b. Review of disputed claims/subrogation

5.2 Client Service and Communications

5. Do you publish newsletters and other informative publications that are routinely provided to your clients? If the answer is yes, please provide recent samples.
6. Have you prepared reviews of topics related to the health and life insurance fields that are routinely provided to your clients? If the answer is yes, please provide recent sample copies.
7. Have you prepared reviews of upcoming technical, regulatory and legislative updates/changes at both the state and federal level that are routinely provided to your clients? If the answer is yes, please provide recent sample copies.

5.3 Consulting Services

- 8.** Detail your ability to monitor regulatory and legislative developments at both the state and federal level and your ability to research and provide assistance with regulatory items such as the Affordable Care Act (ACA), Health Insurance Portability and Accountability Act (HIPAA), including the Administrative Simplification and Security Rule provisions, specifically as it relates to the Standards for Privacy of Individually Identifiable Health Information. Describe how this will be communicated to the Board.
- 9.** Does your firm conduct surveys of major private and public employers to determine trends in benefit plans and their administration? What are the specific topics of surveys you have conducted during 2021? Are results routinely provided to clients? Please provide copies of recent surveys.
- 10.** Are you currently working, or have you previously worked with Health Data & Management Solutions, Inc., or a similar decision support system vendor? If you have experience with Health Data & Management Solutions, Inc., provide the name, title, address, and phone number of your contact. If you have not worked with Health Data & Management Solutions, Inc., but have worked with other decision support system vendors, provide the vendor's name and the name, title, address, and phone number of your contact.
- 11.** Describe your ability to assist the Board in health policy issues (e.g., infertility, opioid epidemic, vaccinations etc.). Provide recent examples of this type of work with other states or public entities.
- 12.** Explain in detail your ability to provide expertise and experience in the areas of health benefit plan analysis and design. Explain in detail the types of analyses you have conducted relative to benefits analysis and design for health plans with at least 100,000 employees.
- 13.** Explain in detail the types of analyses you have conducted relative to provider pricing (e.g., fee schedules, DRG rates, APC pricing, capitated) and geographic location. What types of software and databases are used by your company to perform these analyses?
- 14.** Explain in detail your ability and experience developing provider rates on a capitated basis and measuring the performance of entities compensated on a capitated basis.
- 15.** Explain in detail your experience and ability to provide expertise in the area of term life insurance benefit design for a group plan. Explain in detail the types of work you have performed in this area.
- 16.** Explain in detail your experience and ability to provide expertise in the review and selection process of a life insurance company for a large group term plan.
- 17.** Explain in detail your company's experience pertaining to the selection of a medical management/population health vendor.
- 18.** Explain in detail your experience and ability to provide expertise in the selection, transition, and implementation of a third-party medical claims administrator for a health plan with at least 100,000 covered lives, including, but not limited to, the following:

- a. The key elements you think are critical in selecting a third-party medical claims administrator and how you evaluate these;
 - b. How would you assist in managing the transition and implementation of a third-party medical claims administrator? Include a detailed timeline for implementation and task list for the selection of a third-party medical claims administrator and your typical level of involvement in each task including the number of staff and their responsibilities that are typically assigned to assist the client in this process. Confirm your agreement to provide on-site staff during critical periods, if requested by the Board;
 - c. A list of the most frequent problems you have encountered during previous third-party medical claims administrator transitions and how these problems were resolved;
 - d. The types of review of file layouts, data dictionaries, etc., you would recommend performing to ensure the efficient and timely transfer of data between the incumbent and new third party medical claims administrator. Your explanation should include, but not be limited to, claims history and eligibility;
 - e. Provide examples of the types of forms you typically use during a transition, including, but not limited to, task lists, data transfer specification, benefits specification, etc.;
 - f. The types of performance standards you would recommend be placed on the third-party medical claims administrator; and
 - g. Provide a recent example of the selection and implementation plan of a third-party medical claims administrator for a health plan with at least 100,000 covered lives that was managed by your company. Explain in detail how your company's experience and expertise benefited the client.
- 19.** Explain in detail your experience and ability to provide expertise in the selection, transition, and implementation of a pharmacy benefit manager for a health plan with at least 100,000 covered lives, including, but not limited to, the following:
- a. The key elements you think are critical in selecting a pharmacy benefit manager and how you evaluate these;
 - b. How would you assist in managing the transition and implementation of a pharmacy benefit manager? Include a detailed timeline for implementation and task list for the selection of a pharmacy benefit manager and your typical level of involvement in each task including the number of staff and their responsibilities that are typically assigned to assist the client in this process. Confirm your agreement to provide on-site staff during critical periods, if requested by the Board;
 - c. A list of the most frequent problems you have encountered during previous pharmacy benefit manager transitions and how these problems were resolved;
 - d. The types of review of file layouts, data dictionaries, etc., you would recommend performing to ensure the efficient and timely transfer of data between the incumbent and new pharmacy benefit manager. Your explanation should include, but not be limited to, claims history and eligibility;
 - e. Provide examples of the types of forms you typically use during a transition, including, but not limited to, task lists, data transfer specification, benefits specification, etc.
 - f. The types of performance standards you would recommend be placed on the pharmacy benefit manager; and
 - g. Provide a recent example of the selection and implementation plan of a pharmacy benefit manager for a health plan with at least 100,000 covered lives that was managed by your company. Explain in detail how your company's experience and expertise benefited the client

20. The Board may request the consultant to provide information on current medical practices and procedures. Describe your medical staff (e.g., physicians, registered nurses) available to assist the Board in medical inquiries.

5.4 Actuarial Consulting Services - Optional

21. Provide current “sanitized” examples of actuarial consulting reports prepared by your firm. These examples should not include any vendor or client identifiers. Include examples of reports prepared on self-insured plans with at least 100,000 covered lives.
22. Describe in detail the type of work performed by the primary contact for self-insured health plans with at least 100,000 covered lives, including dates of service.
23. Describe in detail the type of work your firm has performed relative to flex-funded life insurance programs.
24. Describe your firm’s ability to provide periodic updates regarding Internal Revenue Service rules that may affect the Plan.
25. Describe in detail your firm’s experience in comparing multiple benefit plans to determine whether the plans have the same overall actuarial value.
26. Briefly describe your firm’s experience in and knowledge of the Mississippi healthcare market.
27. Explain in detail your ability to provide the experience and expertise in preparing the actuarial analyses and funding recommendations required by the Board.
28. Describe your firm’s system controls, security protocols, and any other resources used to ensure the confidentiality and integrity of the Plan’s data and information. Describe your firm’s information and data systems generally.

SECTION 6. FEE SCHEDULE

The Fee Schedule must be submitted as described herein. Modification or addition to any portion of the Fee Schedule may cause for rejection of the proposal. The pricing quoted shall be inclusive of, but not limited to the following: all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead/profit; all required applicable taxes; all required vehicles; all required fuel and mileage; all required travel; all required labor and supervision; all required training; all required business and professional certifications, licenses, permits, or fees; and, any and all other direct or indirect costs, incurred or to be incurred. All pricing shall include all associated costs with no additional or hidden fees.

Our organization’s unit rates (hourly charges) to provide actuarial consulting services and/or health and life insurance consulting services to the State of Mississippi State and School Employees Health Insurance Management Board are listed below.

HEALTH AND LIFE INSURANCE CONSULTING SERVICES					
	Year 1	Year 2	Year 3	Year 4	Year 5*
Consultant					
Technical _____					
Other _____					
Optional - ACTUARIAL CONSULTING SERVICES					
Senior Actuary					
Associate Actuary					
Other _____					

* *Optional Renewal Year*

The pricing quoted above shall constitute the entire compensation due to the selected vendor for services and all of the selected vendor’s obligations hereunder regardless of the difficulty, materials, or equipment required. No additional compensation will be provided by the Board for any expense, cost, or fee not specifically authorized by the resulting contract. The Board shall not provide any prepayments or initial deposits in advance of services being rendered. Fees for services provided by the selected vendor shall be billable to the Board in arrears on a monthly basis. Only those services agreed to by contract shall be

considered for reimbursement/compensation by the Board. Payment for any and all services provided by the selected vendor to the Board and/or the Plan shall be made only after said services have been duly performed and properly invoiced. The fees listed above are firm for the duration of resulting contract(s) and are not subject to escalation for any reason unless resulting contract(s) is(are) duly amended.

SECTION 7. STATUTORY REQUIREMENT

In accordance with § 25-15-9(1)(a) of the Mississippi Code Annotated, each entity that submits a proposal in response to this RFP **must provide a disclosure statement detailing any services or assistance it provided during the previous fiscal year to the Board and/or OI in the development of the Plan including any resulting compensation for these services.** The statement must include a detailed description of the vendor's participation in the development of the Plan, as well as any resulting compensation received from the Board and/or OI during the previous fiscal year. **If you did not provide such assistance to the Board and/or OI, indicate in your statement that this provision does not apply to you.**

Mississippi Code Annotated § 25-15-9(1)(a) states in part:

“...The board may employ or contract for such consulting or actuarial services as may be necessary to formulate the plan, and to assist the board in the preparation of specifications and in the process of advertising for the bids for the plan. Those contracts shall be solicited and entered into in accordance with Section 25-15-5. The board shall keep a record of all persons, agents and corporations who contract with or assist the board in preparing and developing the plan. The board in a timely manner shall provide copies of this record to the members of the advisory council created in this section and those legislators, or their designees, who may attend meetings of the advisory council. The board shall provide copies of this record in the solicitation of bids for the administration or servicing of the self-insured program. Each person, agent or corporation that, during the previous fiscal year, has assisted in the development of the plan or employed or compensated any person who assisted in the development of the plan, and that bids on the administration or servicing of the plan, shall submit to the board a statement accompanying the bid explaining in detail its participation with the development of the plan. This statement shall include the amount of compensation paid by the bidder to any such employee during the previous fiscal year. The board shall make all such information available to the members of the advisory council and those legislators, or their designees, who may attend meetings of the advisory council before any action is taken by the board on the bids submitted. The failure of any bidder to fully and accurately comply with this paragraph shall result in the rejection of any bid submitted by that bidder or the cancellation of any contract executed when the failure is discovered after the acceptance of that bid....”

Failure to provide this disclosure statement may result in your proposal being eliminated from further consideration.

The following is a list of persons, agents, and corporations who have contracted with or assisted the Board in preparing and developing the State of Mississippi State and School Employees' Health Insurance Plan within the past fiscal year:

Vendors:

ActiveHealth® Management, Inc.
Blue Cross & Blue Shield of Mississippi
Caremark PCS Health (CVS Health)
Cavanaugh Macdonald Consulting, LLC
Claims Technologies Inc.
Health Data & Management Solutions, Inc.
Keystone Peer Review Organization, Inc. (Kepro)

PillarRx Consulting, LLC
Minnesota Life Insurance Company
The Segal Company Southeast, Inc. d/b/a Segal
Wm. Lynn Townsend, FSA, MAAA

State and School Employees Health Insurance Management Board Members:

Liz Welch (Chairman) – Executive Director, Department of Finance and Administration
Christopher J. Burkhalter (Vice-Chairman) – Consulting Actuary, Burkhalter Consulting Actuaries
Commissioner Mike Chaney – Commissioner, Mississippi Insurance Department
Dr. Alfred Rankins, Jr. – Commissioner, Institutions of Higher Learning
Mark Formby – Chairman, Workers’ Compensation Commission
Kelly Hardwick – Executive Director, State Personnel Board
Kell Smith – Interim Executive Director, State Board of Community Colleges
Ray Higgins, Jr. – Executive Director, Public Employees’ Retirement System
Dr. Carey Wright – State Superintendent of Education
Larry Fortenberry – President, Executive Planning Group
The Honorable J. Walter Michel – Chairman, Senate Insurance Committee
The Honorable Henry Zuber – Chairman, House Insurance Committee
The Honorable W. Briggs Hopson – Chairman, Senate Appropriations Committee
The Honorable John Read – Chairman, House Appropriations Committee

MDFA OI Staff:

Cindy Bradshaw – State Insurance Administrator
Chris Shaman – Deputy Director, Programs
Angela Inman – Deputy Director, Compliance and Audit
Alicia Coleman – Director, Procurement and Contracts

SECTION 8. STATEMENT OF COMPLIANCE AND EXCEPTION(S) FORM

If a vendor objects to any terms, conditions, or requirements listed in the *MDFA OI's Request for Proposal for Health and Life Insurance Consulting Services, dated June 3, 2022*, including all RFP attachments and amendments, the vendor must list and explain the exceptions taken. If no exceptions are taken, then the vendor shall state on the form "No Exceptions Taken." Failure to indicate any exception will be interpreted as the vendor's intent to comply fully with the requirements as written. Failure to complete and/or sign may result in vendor being determined nonresponsive. Please carefully review the information located in **Section 9, Statement of Compliance**, and include a copy **signed by an officer, principal, or owner** of your company with your completed proposal. Failure to submit a signed Statement of Compliance form may result in your proposal being eliminated from further consideration. If you object to any of the terms and conditions included in the *Draft Health and Life Insurance Consulting Services Contract* (see **Appendix A**), or any requirements listed in this RFP, please note and explain your objections on the Statement of Compliance form. Clauses in **blue** type in the *Draft Contract* are deemed mandatory and are nonnegotiable.

Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part. The proposal must contain a high degree of acceptance of contract terms and conditions listed in the draft contract provided as **Appendix A** of this RFP. Refer to **RFP Section 1.16**.

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the RFP and draft contract is subject to rejection as non-responsive. The MDFA reserves the right to permit the vendor to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the MDFA of non-responsiveness based on the submission of nonconforming terms and conditions. As a precondition to proposal acceptance, the MDFA may request the vendor to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

Statement of Compliance and Exception(s) Form

Vendor taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the vendor shall state in this section “No Exceptions Taken.” Failure to indicate any exception will be interpreted as the vendor’s intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

We agree to adhere to all terms, conditions, and requirements as set forth in the *MDFA OI’s* Mississippi State and School Employees Health Insurance Management Board’s *Request for Proposal for Health and Life Insurance Consulting Services, dated June 3, 2022*, including all RFP amendments, and the conditions contained in the draft contract included as **Appendix A, Draft Health and Life Insurance Consulting Services Contract**, except as listed below:

Procurement Section and Page Number	Original Language	Requested Change/Exception	MDFA Decision
1.			
2.			
3.			

An original signature is required below. This statement must be signed by an appropriate vendor officer, principal, or owner and returned as part of your proposal.

Company Name: _____

Printed Name of Representative, Title: _____

Date: _____

Signature: _____

Note: Failure to sign this form may result in the proposal being rejected as non-responsive. Modifications or additions to any portion of this proposal document may be cause for rejection of the proposal.

Appendix A

Draft Health and Life Insurance Consulting Services Contract

Appendix B

Health and Life Insurance Consulting Services Vendor Reports

The selected vendor will provide reporting which will reflect transactional (monthly) elements as well as the overall success of the program (quarterly and semi-annual) elements. Reports and frequency may be modified upon mutual agreement. The report list and frequency will be as follows:

Deliverable	Ongoing Frequency	Description
Monthly Meeting Recap	Monthly – by the 10 th of the month following the previous month	Detailed summary of each monthly meeting between the Vendor and OI.
MDFA Issue Tracking Log	Continuously updated	Detailed log of all issues being worked. This log should provide status and updates through completion of all issues.
Performance Guarantee Tracking Log	Quarterly	Detailed report of performance guarantee tracking to include scores/percentages per quarter and any missed guarantees and associated penalty assessment.
Standard/Ad Hoc Reporting	Per Board request	Detailed report will be provided at the Board's request in a hard copy and/or electronic media format. The Vendor shall provide web-based reporting tools that allow the Board to view, print and download reports to spreadsheet software.