



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

Solicitation

1. Solicitation #: 0900000135

2. Solicitation Issue Date: 4/23/2014

3. Brief Description of Requirement:

Actuarial Consulting Services

4. Response Due Date¹: 5/13/2014

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

Personal or Common Carrier Delivery or U.S. Postal Delivery:

Office of Management and Enterprise Services
Central Purchasing Division
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

6. Solicitation Type (check one below):

- Invitation to Bid
 Request for Proposal
 Request for Quote

7. Requesting Agency: Office of Management & Enterprise Services/Employee Benefits Department

8. Contracting Officer:

Name: Kathy Hallum
Phone: (405) 521-3835
Email: kathy.hallum@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")
OMES-FORM-CP-070 (02/2013)



"Certification for Competitive Bid and Contract" MUST be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** 0900000135

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____
Company Name: _____

3. **Bidder Contact Information:**

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit²:**

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

- YES - Filing Number: _____
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)³

Authorized Signature Date

Printed Name Title

² For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

³ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



**State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division**

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: 0900000135

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the Bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
 - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.2. Solicitation, as amended (if applicable); and
 - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

A.14. Award of Contract

A.14.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.

A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.15. Contract Modification

A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.

A.15.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm

prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.17. Invoicing and Payment

- A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

- A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.19. Audit and Records Clause

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

- A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

- A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

- A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Period

- B.1.1.** The contract period will be from Date of Award for One Year with an option to renew for four (4) successive 12-month periods. The decision to exercise the renewal options rests solely with EBD.

B.2. Termination Clause

- B.2.1.** The State may terminate the contract, in whole or in part, with 30-days written notice, or whenever it determines that the successful vendor has failed to meet their responsibilities and duties under the contract and is unable or unwilling to cure such failure within a reasonable period of time, as specified in writing by the State, taking into account the gravity and nature of the default. The vendor may terminate this contract only after one hundred twenty (120) days written notice. Notification of termination shall be by Certified Mail to the following address:

Jimmy Trotter
Benefits & Contracts Administrator
Employees Benefits Department
120 N Robinson, Suite 1100
Oklahoma City, OK 73102-4003

B.3. Insurance

- B.3.1.** Before delivering services under the awarded contract, the successful vendor shall have coverage for general liability, professional liability, and worker's compensation insurance for personnel assigned to work with EBD. Limits for general liability and professional liability insurance shall be set at no less than \$1,000,000.00 per occurrence. All insurance must be in effect for the duration of the contract. EBD must be notified ten (10) days prior to cancellation of any policy for the aforementioned insurance.

B.4. Attorney's Fees

- B.4.1.** In the event that EBD shall bring suit or action to compel performance of or to recover for any breach of any stipulation, covenant, or condition of this contract, the vendor shall and will pay to the EBD such attorney's fees as the court may find reasonable in addition to the amount of the judgment and costs.

B.5. Conflict of Interest

- B.5.1.** The successful vendor, its agents, subcontractors or other parties directly or indirectly associated with the successful vendor in this procurement is strictly prohibited from bidding on products or services for which the successful vendor provided EBD with research and development assistance of bid specifications for pending procurements. The successful vendor shall not; either directly or indirectly, provide any information whatsoever to prospective vendor(s) which relates to pending procurement(s) in which the successful vendor has been requested by EBD to provide research and development of bid specifications.
- B.5.2.** The successful vendor agrees to maintain the confidentiality of information provided to the employees assigned to work with EBD. Disclosure of information to other clients or to employees not assigned to work with EBD is prohibited without the express written consent of EBD's Executive Director. The vendor agrees to disclose any and all current contracts or relationships with the following entities:
- B.5.2.1.** The Employees Group Insurance Division (EGID) or
- B.5.2.2.** Any entity currently under contract with EBD for health, dental, or vision plan benefits or services.
- B.5.3.** Such a disclosure shall be made under the Conflict of Interest Prevention portion of Section IV of this RFP. The disclosure must provide the following information at a minimum:
- B.5.3.1.** Name of the Entity,
- B.5.3.2.** Contract Person
- B.5.3.3.** Contract Period
- B.5.3.4.** Nature of the Services Performed
- B.5.3.5.** Names of the Individuals Performing the Work
- B.5.3.6.** Permanent Office Location(s) of the Individuals Performing the Work.

- B.5.4.** If vendor presently has a contract or relationship with EGID or another entity, vendor must present a Conflict of Interest Prevention Plan which demonstrates in detail how vendor will prevent all information received in the course of the EBD consultation from reaching EGID and/or the entities. Vendor's Conflict of Interest Prevention Plan must accompany the aforementioned disclosure information in Section E.1 of this RFP. Vendor responses failing to provide an acceptable Conflict of Interest Prevention Plan as determined by EBD will be deemed non-responsive. If the vendor has no current relationship with EGID or another entity, the vendor should include the statement "Vendor certifies that it has no current contract or relationship with the EGID or any other entities listed."
- B.5.5.** If, after the beginning of the contract, the successful vendor has reason to know that its organization will be contracting with EGID or another entity, such a vendor must provide EBD with 30 days notice of such a relationship and provide a Conflict of Interest Prevention Plan detailing how the vendor will prevent information received in the course of the EBD consultation from reaching EGID and/or the other entity. Failure of the vendor to submit a Conflict of Interest Prevention Plan that is acceptable to EBD shall constitute noncompliance with the contract and shall be grounds for termination by EBD pursuant to section G above.
- B.5.6.** The vendor also agrees that it will provide in Section E of this RFP a disclosure statement concerning its organizational structure, including subsidiary or parent corporations and/or organizations of ownership.
- B.5.7.** Any vendor who is currently providing any services to the EGID must provide EBD with an acceptable Conflict of Interest Prevention Plan described herein.

B.6. Severability

- B.6.1.** If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both EBD and the vendor shall be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed. To this end, the terms and conditions defined in the contract can be declared severable.

B.7. Subcontracting

- B.7.1.** The services to be performed under this contract shall not be subcontracted, in whole or in part, to any other person or entity without prior written approval by EBD's Benefits & Contracts Administrator. The successful vendor shall notify EBD's Benefits & Contracts Administrator in writing, via certified mail, prior to the use of a subcontractor(s) and shall be required to receive written approval from EBD's Benefits & Contracts Administrator prior to authorizing work performed by a subcontractor(s). An approval of a subcontractor(s) shall not relieve the successfully awarded vendor in this procurement of any responsibility for performing all duties and responsibilities as specified in the awarded contract.

B.8. Copyright Assurance

- B.8.1.** If any copyrighted material is developed by the vendor in the course of or under this contract, The State of Oklahoma shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for State purposes.

B.9. Invoicing

- B.9.1.** The awarded vendor will be required to invoice EBD only after tasks and projects have been completed to the satisfaction of EBD. Each invoice is required to be detailed and must list number of hours worked by each of vendor's employees, name the project or task, include the rate per hour, and the total rate for each task and project.

B.10. Non-Binding Mediation

- B.10.1.** In the event of any dispute arising out of or relating to the engagement of vendor by EBD, the parties agree first to try in good faith to settle the dispute voluntarily with the aid of an impartial mediator who will attempt to facilitate negotiations. A dispute will be submitted to mediation by written notice to the other party or parties. The mediator will be selected by agreement by the parties. If the parties cannot agree on a mediator, a mediator will be designated by the American Arbitration Association at the request of a party.
- B.10.2.** The mediation will be treated as a settlement discussion and therefore will be confidential. Any applicable statute of limitations will be tolled during the pendency of the mediation. Any mediated settlement will require approval by the EBD Board sitting in an open session. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Mediation will physically take place in Oklahoma City, Oklahoma.
- B.10.3.** If such mediation fails after a good-faith effort has occurred, only then may a party institute litigation. The venue for litigation between the parties shall conform to the specifications General Provision Sections 21 and 22 of this RFP. All parties to this contract shall retain all appellate rights arising out of any litigation.
- B.10.4.** Vendors are reminded to carefully read all terms and conditions required herein and also listed on the Request for Proposal (RFP) form issued by the Office of Management and Enterprise Services, Central Purchasing Division. All travel expenses and other related expenses such as, but not limited to, office supplies, document reproduction,

faxing, mailing, overnight special handling and delivery, communication requirements, hotel/motel expenses, taxi and other transportation, including airfare, etc. are to be incurred and become the sole responsibility of the awarded Bidder. EBD will only pay the awarded rate per hour. All questions related to this procurement must be directed to the OMES Contracting Officer named on the RFP.

- B.10.5.** EBD and OMES/CP specifically assume no responsibility for expenses incurred by the vendor in the submission or presentation of proposal in response to this RFP.

C. SOLICITATION SPECIFICATIONS

C.1. Introduction

C.1.1. Background

C.1.1.1. This introduction is provided to illustrate the degree of responsibility for services provided to the State of Oklahoma by the Office of Management and Enterprise Services, Division of Human Capital Management, Employees Benefits Department (EBD), as defined by the Oklahoma State Employees Benefits Act, 74 O.S. § 1361 et seq., and to emphasize the importance of services provided by the consulting and actuarial contract being solicited in this Request for Proposal (RFP). It is extremely important for vendors to read all specifications of this RFP and to comply with all terms and conditions as specified.

C.1.1.2. EBD recognizes that the employee benefit needs of individual State employees differ, depending on the age, salary and family status of the employee, and that it is needful to permit participating employees to select and tailor the benefits they receive in a manner calculated to best meet the particular needs of themselves and their families. To that end, EBD is responsible for the delivery of the following services to approximately 34,000 active State employees employed by over 118 statewide State agencies.

- C.1.1.2.1. To furnish State employees with choices among various employee benefits or cash compensation;
- C.1.1.2.2. To provide State employees and their dependents with basic group health insurance, basic group term life insurance, and basic long-term disability insurance;
- C.1.1.2.3. To provide State employees and their dependents with optional employee benefits, to include but not limited to, enhanced health insurance coverage, health maintenance organization services, life insurance, dental insurance and enhanced long-term disability insurance;
- C.1.1.2.4. To provide State employees with reimbursement for qualifying dependent and health care expenses;
- C.1.1.2.5. To provide uniform benefit options for all State employees regardless of their place of residence within the State of Oklahoma;
- C.1.1.2.6. To manage the provision of health care benefits in a manner that allows for the long term control of costs;
- C.1.1.2.7. To provide for the coordination and design of all employee benefits to State employees so as to increase the efficient delivery and effectiveness of those benefits;
- C.1.1.2.8. To enable the State to attract and retain qualified employees by providing employee benefits which are competitive with those provided by private industry;
- C.1.1.2.9. To offer uniformity in those benefits that are offered to both active State employees and those eligible for participation in the State and Education Employees Group Insurance;
- C.1.1.2.10. To recognize and protect the State's investment in each employee by promoting and preserving good health and longevity among State employees;
- C.1.1.2.11. To recognize the service to the State by elected and appointed officials by extending to them the same benefits as are provided under the flexible benefits program to State employees; and
- C.1.1.2.12. To recognize long and faithful service, and to encourage employees to remain in State service until eligible for retirement by providing employee benefits.

C.2. Objectives

- C.2.1.** The objective of this procurement is to contract with a company to provide EBD with consulting services. Consulting services include benefits consulting, actuarial services, and ongoing support and technical assistance

as specified herein. Vendors are required to submit proposals on all components as an "All or None" proposal. Rates will be quoted in accordance with the instructions in Appendix B.

C.3. Minimum Qualifications & Scope of Services

- C.3.1.** Office of Management and Enterprise Services, Division of Central Purchasing on behalf of EBD is soliciting proposals from qualified vendors to provide benefits consulting and actuarial services that will assist EBD in various aspects of its responsibilities.
- C.3.2.** Minimum Qualifications of Personnel Assigned to EBD
 - C.3.2.1.** Vendors must be able to provide two types of personnel to EBD during the contract period. EBD seeks a benefit consultant and an actuary. The minimum qualifications for the personnel assigned to EBD are listed below.
 - C.3.2.2.** Benefits Consultant
 - C.3.2.2.1.** At a minimum, organizations submitting a proposal must have at least one benefits consultant assigned to EBD. The consultant must have, at a minimum, at least 10 years consulting experience in the following areas:
 - C.3.2.2.2.** The procurement and administration of insurance products and programs for public employees including, health, vision, dental, long-term care, and disability insurance, and
 - C.3.2.2.3.** The administration of cafeteria plans and flexible spending arrangements (i.e., dependent care and health care reimbursement accounts), and
 - C.3.2.2.4.** The identification of, and compliance with, all federal and state laws and regulations relevant to the administration of the aforementioned products and plans.
 - C.3.2.3.** Actuary
 - C.3.2.3.1.** The vendor must also have on staff, an actuary who currently has a membership in the American Academy of Actuaries, is a Fellow in the Society of Actuaries, or is an Associate in the Society of Actuaries. Proof of membership in the American Academy of Actuaries and/or Society of Actuaries must be submitted with the vendors response. The actuary must have, at a minimum, 5 years of experience in health plan benefit design and pricing.
 - C.3.2.3.2.** Access to any consultant must be made available to EBD as required. The benefits consultant and actuary will work with the Executive Director of EBD and staff, attend Board meetings in Oklahoma as needed, and provide support and technical assistance to the EBD staff and/or Board during the annual procurement process.
- C.3.3.** Minimum Scope of Consulting Services
 - C.3.3.1.** Benefits Consultant & Actuarial Services – Joint Responsibilities
 - C.3.3.1.1.** The benefits consulting and actuarial services shall include, but are not limited to, the following:
 - C.3.3.1.2.** On an annual basis, EBD solicits competitive proposals for health and dental insurance. The development of the solicitation requirements begins approximately six-months in advance of the proposal being released by EBD. The successful vendor will be required to participate in the development of the specifications which will require the benefits consultant and/or actuary to meet periodically with the RFP Team in Oklahoma City. In addition, the consultant will need to be available for impromptu conference calls as required. Every effort will be made to provide as much advance notice for impromptu conference calls as possible; however, there will be times when EBD staff will need to converse with the benefits consultant and/or actuary without advance notice.
 - C.3.3.1.3.** EBD will announce awarded rates for health & dental insurance on the third Friday of August (The date of award is set by statute and is subject to change). The services required include reviewing all proposals received in response to the solicitation and to review the actuarial soundness of rates offered. The benefits consultant and/or actuary may be required to lead a "best and final offer" contract negotiation team in Oklahoma City during this time. Although the RFP team evaluates all proposals, the benefits consultant will be required to review the RFP team's evaluations and provide a written recommendation regarding the award of contracts. The benefits consultant will be required to participate in all levels of the solicitation process including, but not limited to, mandatory pre-bid conferences, etc. The benefits consultant and actuary will need to be available for the aforementioned tasks beginning Date of Award.

- C.3.3.1.4. EBD may be required to develop excessive pricing criteria for the health or dental solicitation. The benefits consultant and actuary will be required to work with EBD staff in developing various excessive pricing models and provide a pricing methodology to evaluate plans offered. This includes on-site meetings and conference call meetings as well. The benefits consultant and actuary will use data supplied by EBD among other information independently obtained or known by the consultant and internal databases to assist EBD in assessing excessive pricing criteria within statutory guidelines. The benefits consultant and actuary will need to be available for the aforementioned tasks beginning Date of Award.
- C.3.3.1.5. In addition to the health solicitation, the consultant may be required to assist in the development of other flexible benefits requirements to include, but not limited to, dental and vision specifications. The benefits consultant may be required to participate in the development of other requirements and provide input for optional plan criteria and review as needed by EBD.
- C.3.3.1.6. The benefits consultant and actuary will be asked to make recommendations and provide guidance in gathering and evaluating confidential plan specific experience data.
- C.3.3.1.7. The benefits consultant and actuary will be required to assist EBD in developing risk adjustment factors. The benefits consultant and actuary will recommend methodology and will review EBD's adjustment factors for soundness.

C.3.4. Benefits Consulting Services - General

- C.3.4.1.** In addition to the tasks outlined under section C.3.3., the successful vendor will be required to provide general consulting and ongoing support and technical assistance, on an "as-needed" basis. Support and technical assistance includes, but is not limited to the following:
 - C.3.4.1.1. Notifying and advising the Board on all federal and state laws, regulations, rules, practices, or other requirements relevant to the business of EBD. At a minimum the vendor will:
 - C.3.4.1.2. Review compliance with existing or pending federal or state law with the Board. The consultant will be required to maintain a state of readiness and availability during the Oklahoma legislative session in the event information is requested from legislators and/or legislative staff.
 - C.3.4.1.3. Assist the Board in ensuring the Flexible Benefits Plan and rules are in compliance at all times with Internal Revenue Code Section 125 Plan requirements and any other federal or state agency administrative and reporting requirements.
 - C.3.4.1.4. Assist the Board in ensuring compliance with the Health Insurance Portability and Accountability Act of 1996 (i.e. security, data, and privacy).
 - C.3.4.1.5. Assist the Board in ensuring compliance with the Consolidated Omnibus Budget Reconciliation Act of 1985.
 - C.3.4.1.6. Plan and design group insurance plans which include employee benefit research, benefit and Section 125 plan-related regulatory updates, interpretations and compliance issues.
- C.3.4.2.** Provide communication document review, edits and research. Also provide training support for staff and/or Benefits Coordinators.
- C.3.4.3.** Provide assistance in preparation of reports, performing projections, interpreting the laws, and preparing actuarial analysis. Analyzing carriers' experience accounting reports and reporting results.
- C.3.4.4.** Monitor and recommend action to enforce contracted insurers' compliance and performance.
- C.3.4.5.** Assist in the adjudication of specific claims, upon request.
- C.3.4.6.** Plan, develop, and coordinate various surveys as required by EBD.
- C.3.4.7.** Plan, develop, and organize other specifications relating to procurement requirements other than flexible benefits.
- C.3.4.8.** Coordinate performance audits as requested.
- C.3.4.9.** Identify and communicate trends in the health and benefits administration industries.

D. EVALUATION

D.1. Evaluation Criteria

D.1.1. This RFP will be evaluated as best value in accordance with Title 74, §85. The best value criteria for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:

D.1.1.1. Price

D.1.1.2. Experience

D.2. Negotiations

D.2.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

D.2.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

D.2.3. Negotiations may be conducted in person, in writing, or by telephone.

D.2.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

D.2.5. Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

D.2.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

E. INSTRUCTIONS TO SUPPLIER

E.1. Proposal Response Format

E.1.1. Proposals are to conform to the following format and all instructions and requirements contained in this RFP and are to conform to the following format:

E.1.1.1. Section 1 – Rate Page. Include as the first section of your response, the completed Appendix B: Consulting and Actuarial Services Rate Sheet.

E.1.1.2. Section 2 – Identification & Qualifications of Consultants & Actuary. Include as the second section of your response, the following information for the benefits consultant and the actuary assigned to EBD:

E.1.1.2.1. A biography (resume/curriculum vitae),

E.1.1.2.2. Copies of certificates & licenses,

E.1.1.2.3. Address, telephone number(s), email address,

E.1.1.2.4. Any other information Bidder determines appropriate

E.1.1.3. Section 3 – Company Information. Include as the third section of your response, the following information about the vendor:

E.1.1.3.1. Address and telephone numbers of the responding office;

E.1.1.3.2. Name, title and telephone number of principle or person responsible for EBD account;

E.1.1.3.3. Address and telephone information for company headquarters;

E.1.1.3.4. Name of company CEO or President; and

E.1.1.3.5. A company organization chart.

E.1.1.4. Section 4 – Errors & Omissions Certificate. Include as the fourth section of your response, the Errors &

Omissions Certificate showing coverage required by Section B.3.

- E.1.1.5. Section 5 – List of Public Sector Requirements. Include as the fifth section of your response, a list of public sector clients.
- E.1.1.6. Section 6 - Answers to Questionnaire. Include as the sixth section of your response, your answers to the Questionnaire contained in Appendix A.
- E.1.1.7. Section 7 – Conflict of Interest Disclosure & Prevention Plan. Include as the seventh section of your response, the disclosure and Conflict of Interest Prevention Plan requirements found in Section B.5.

E.2. Confidentiality/Non-Disclosure

- E.2.1. The successful vendor will be receiving confidential information that is exclusively the property of the State of Oklahoma Employees Benefits Board. The successful vendor is required and shall agree to not disclose and/or distribute to any parties (including the Oklahoma State & Education Employees Group Insurance Board or any other entity listed in Appendix D), any confidential information in bidder's possession including, but not limited to, utilization and experience data and periodic reports issued by a company associated with EBD. Unauthorized disclosure of confidential data will result in legal action by the State of Oklahoma Employees Benefits Board

E.3. Questions

- E.3.1. All questions regarding this solicitation must be submitted in writing and are to be emailed to no later than Wednesday, April 30, 2014 at 3:00 p.m. CDT. Questions are to be emailed to kathy.hallum@omes.ok.gov. Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers.

E.4. Submissions/Copies

- E.4.1. Contractor is to submit six (6) complete copies of their response on CD which includes the completed proposal, including the scanned images of the OMES signed forms. CD must be an unprotected document. Original hard copies are not required. **Please ensure that your CD's are marked clearly with the RFP Number.**

F. CHECKLIST

None

G. OTHER

None

H. PRICE AND COST

See Appendix B

Questionnaire
Benefits Consulting and Actuarial Services
General Consulting and Ongoing Support/Technical Assistance

A. Instructions for Completion of Questionnaire

The questionnaire must be included in the Vendor's response and labeled as Appendix A. Each answer to each question must reference the question number. For example:

Q#1: Restate the Question.

A#2: Provide your Answer.

The questionnaire has been designed to assist in evaluating the quality of service, financial strength, and the cost management systems of each bid response. Each question must be answered clearly and concisely.

B. Questions

1. How many years has your organization been in business?
2. Currently, what are your two largest public sector benefit consulting and actuarial service accounts? Include a list of references, including contact name, company name, phone number and fax number. Include number of participants for each account. Also, supply a list of all current Section 125 clients.
3. Provide a chart that illustrates the name and number of all private and public sector clients. Separate the private and public sectors and include in percentages, the amount of time spent with each sector.
4. Describe your administrative ability to handle a large client. Can you meet the requirements identified in this RFP Explain your answer. What challenges do you anticipate in working with EBD?
5. Provide an organizational chart of your benefit consulting management team. Include resumes and total years experience for each. Include a historical summary of the organization, structure, owners, and officers.
6. Provide the name of the primary consultant who will be assigned to this account. Include the following information about the benefits consultant:
 - a) Resume, including:
 - i) Years of experience with the company
 - ii) Years of consulting experience in the areas identified in Section I, Paragraph C of the RFP Specifications.
 - iii) Professional accomplishments
 - iv) Memberships in professional benefit organizations

- b) Proof of membership in relevant professional organizations (e.g. certificates)
 - c) All business:
 - i) Addresses
 - ii) Telephone numbers including office, cellular phone, and personal paging device numbers
 - iii) Email addresses.
7. Provide the name of the actuary who will be assigned to this account. Include the following information about the actuary:
- a) Resume, including years of experience with the company, years of experience in actuarial consulting, professional accomplishments and list memberships in professional benefit organizations
 - b) Proof of membership in American Academy of Actuaries or Society of Actuaries
 - c) All business
 - i) Addresses
 - ii) Telephone numbers including office, cellular phone, and personal paging device numbers
 Email addresses.
8. Explain your actuarial model for plan design relativities, pharmacy costs, claims cost by age and sex, as well as active and retiree cost. Does the model allow plan specific, age/sex, location, trend and other assumptions to be utilized? Explain your answer.
9. We utilize a “best and final” negotiation process for all vendors. This requires negotiations between the state and each vendor in order to arrive at the best and lowest price for our employees. Describe how you would accomplish this task and the number of staff required to complete the negotiations.
10. Is your actuarial model capable of manipulating large data management files to assist in performing detailed analysis for a variety of analytical purposes? Provide a detailed list of the types of studies that can be performed with your actuarial model.
11. Provide not less than two examples of how the consultant would establish excessive pricing criteria for a membership population equivalent in size to the State of Oklahoma. Include graphs, charts, and any other visual aid that you feel adequately addresses this requirement.
12. How much advance notice, if any, would you require from EBD to provide research and assistance on various matters?
13. Provide a list of all subcontractors that may be used in fulfilling the requirements of this bid. The list must document all duties of subcontractors with respect to this RFP.
14. Provide proof of general liability, professional liability (i.e. Errors & Omissions), and worker’s compensation insurance. Proof of insurance must include, at a minimum,

each insurance policy and certificate of insurance. Documents submitted as evidence of insurance must identify coverage limits, effective dates, expiration dates, deductibles, and self-insured retentions, if any.

15. Provide the following information about your organization's wellness and/or worksite health promotion resources:
 - a) Name of your subject matter expert on wellness and/or worksite health promotion. Include this individual's resume, including years of experience with the company, years of experience in total and professional accomplishments.
 - b) Describe the wellness or worksite health promotion projects provided to other clients
 - c) List the other clients for whom you have provided wellness and/or worksite health promotion consulting.

Hourly Rate Schedule
Benefits Consulting and Actuarial Services
General Consulting and Ongoing Support/Technical Assistance

Important Note: Vendors must propose a dollar amount for the hourly rate. Anything other than a fixed dollar amount, including but not limited to percentages, will not be accepted and will cause the vendor's proposal to be rejected. Vendor's must list the benefit consultant's rate first, the actuary's rate second, followed by all other billing rates (secondary consultant, clerical, research, etc.) listed highest to lowest.

Rates quoted must include all of Vendor's expenses, including but not limited to, technical, administrative, and travel expenses. See Section II(A).

Chart #1: 1st Year (DOA – 1 Year) (Fiscal Year 2015)

Name	Hourly Rate	Classification

Chart #2: 2nd Year (1st Renewal) (Fiscal Year 2016)

Name	Hourly Rate	Classification

Chart #3: 3rd Year (2nd Renewal) (Fiscal Year 2017)

Name	Hourly Rate	Classification

Chart #4: 4th Year (3rd Renewal) (Fiscal Year 2018)

Name	Hourly Rate	Classification

Chart #5: 5th Year (4th Renewal) (Fiscal Year 2019)

Name	Hourly Rate	Classification