



Request for Proposal, 23MCO612 Employee Benefits Insurance Broker and Consulting Services

Date Required: Friday August 18, 2023

Time Required: 10:00am Local Time

INTRODUCTION:

Midland County (hereinafter referred to as the "County") is requesting proposals from qualified brokers and/or consultants to provide professional services related to our fully insured employee benefit package offering. This includes but is not limited to, services relating to: health (including prescription plans), dental, vision, group life/AD&D, long-term disability, FSA, EAP programs, ancillary, and other benefits. Services to the County should include compliance, cost analysis and savings, strategic planning, and any other services that may be suggested to benefit the County and the current benefit package offerings. The County is seeking a consultant and broker that is experienced in the benefits market and advising all levels of staff and management in public entities.

This request for proposal ("RFP") is part of a competitive procurement process which provides qualified vendors with a fair opportunity for their commodities and services to be considered, and to provide information concerning their expertise and experience in providing similar services to other customers. The RFP process provides a competitive negotiation platform, wherein price or cost is not the sole determinative factor. This process, designed to best serve the interests of the County, allows the County the flexibility to negotiate with interested, qualified Vendors (following designation by the Commissioners Court, one at a time) to arrive at a mutually agreeable relationship.

QUESTIONS:

If further information is required, please contact the Midland County Purchasing Department. All requests for information must be submitted in writing. Responses to all questions received will be sent to each Vendor known to have copies of the Request for Proposal. Requests for information may be faxed to 432-688-4914 or e-mailed to pur103@co.midland.tx.us. All questions should be submitted on or before **5:00pm on Thursday July 27, 2023**. Questions received after said date and time will not receive a response. Answers and clarifications which are considered to materially change the solicitation will be issued as written addenda to the original RFP and will be posted to the Midland County website at www.co.midland.tx.us. Solution providers are responsible for ensuring all answers to questions are reviewed prior to bid submittal and that all issued added are properly acknowledged with their submitted proposal response. Midland County will not be responsible for any verbal exchange between the vendor and an employee of Midland County.

COPIES AND RECEIPT:

Please submit one (1) original, three (3) copies, and an electronic copy on USB drive of the proposal. **An executed copy of the Proposal Affidavit SIGNED AND NOTARIZED (Page 8) must be included in each submission.** Please note that if no Proposal Affidavit is included, the response will be rejected. Midland County is exempt from all state and federal taxes. Tax exempt certificates are available upon request.

All responses should be submitted in a sealed envelope, marked on the outside,

23MCO612 EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES

Company Name

Responses must be received by **10:00am Local Time on Friday August 18, 2023**. Late proposals will be rejected and returned without being opened. The clock in the Purchasing Agent's office is the official time piece for this submission. If interested, Vendors may use mail or express systems to deliver their proposal to the Purchasing Department; they should insure that they are tendered to the carrier in plenty of time to reach the Purchasing Department by the time and date required. Facsimile transmitted proposals shall not be accepted.

SUBMISSION LOCATION: All bids which are mailed, shipped, delivered, etc. should be addressed as follows:

Midland County Purchasing Department
Midland County Courthouse
Attention: Kristy Engeldahl, Purchasing Agent
500 N. Loraine Street, Suite 1101
Midland, Texas 79701

DOCUMENTATION SUBMISSION:

The respondent must submit all required documentation. Failure to provide requested information may result in rejection of the proposal.

ALTERATION OF PROPOSAL:

A proposal may be altered, modified or amended by a Vendor at any time, prior to the time and date set forth above as the submission deadline. Alterations, modifications or amendments to a proposal must be made in the offices of the Purchasing Department. Any interlineations, alteration or erasure made on a proposal before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity. A proposal may not be altered, modified or amended after the submission deadline.

WITHDRAWAL:

A proposal may not be withdrawn or canceled by the respondent for a period of sixty (60) days following the date designated for the receipt of proposals, and respondent so agrees upon submittal of their proposal.

CONFLICT OF INTEREST:

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes annotated Local Government Code Title 5, Subtitle C, Chapter 171. Vendor is required to sign affidavit form included in Proposal documents.

SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail of the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

CONFIDENTIALITY:

Contents of the proposals will remain confidential until the contract is awarded. At that time the contents will be made public under the Texas Public Information Act; except for any portion of a proposal which has been clearly marked as a trade secret or proprietary data (the entire proposal may not be so marked). Proposals will be opened, and the name of the firm submitting the proposal read aloud, acknowledged, at 10:05am on Friday August 18, 2023, in the Purchasing Department Conference Room located in the Midland County Courthouse, Suite 1101. All respondents or other interested parties are invited to attend the opening.

Vendors are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

ADDITIONAL INFORMATION AND DEMONSTRATION, NEGOTIATIONS:

Prior to award, selected Vendors may be asked to provide further information concerning their proposal, up to and including presentations/demonstrations. The Midland County Commissioners Court reserves the right to reject any and all proposals or waive formalities as deemed in the best interests of Midland County. The County may also enter into discussions and revisions of proposals after submission and before award for the purpose of obtaining the best and final offer, and to accept the proposal deemed most advantageous to Midland County.

This request for proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the County in obtaining complicated commodities and/or services. It also provides interested Vendors with a fair opportunity for their goods and services to be considered. The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor. Also, the County has the flexibility to negotiate with interested vendors (one at a time) to arrive at a mutually agreeable relationship. Negotiations will be arranged with vendors in a hierarchal order, starting with the vendor selected as the primary. If a contract cannot be negotiated, negotiations will, formally and in writing, end with that Vendor and proceed to move to the second vendor, and so forth until a contract is negotiated.

RIGHTS OF THE CONTRACTING AUTHORITY:

Midland County reserves the right to withdraw this RFP at any time and for any reason. Midland County also has the right to terminate its selection process at any time and to reject all responses, or all proposals. Midland County reserves the right to solicit for best and final offers from all or some proposing vendors. Receipt of the proposal materials by Midland County or submission of a proposal to Midland County confers no rights upon the vendor nor obligates Midland County in any manner.

All costs associated with the preparation or submittal of proposals shall be borne by the vendor, and no cost shall be sustained by Midland County.

ORAL COMMITMENT:

Vendors should clearly understand that any verbal representations made or assumed to be made during any discussions held between representatives of a vendor and any Midland County personnel or official are not binding on Midland County.

WAIVER OF CLAIMS:

Submission of a proposal indicates Vendor's acceptance of the evaluation technique and Vendor's recognition that some subjective judgments must be made by the County during the determination of qualification.

SELECTION CRITERIA:

Price is a primary consideration, however, it is not the only consideration to be used in the selection. The product and/or service to be provided is also of major importance. Midland County will require that the successful vendor provide a representative for all County related business, service, billing, installation, activation and termination of said service.

ORDINANCES AND PERMITS:

The Vendor agrees, during the performance of the work, to comply with all applicable Federal, State, or local code and ordinances.

INVOICES:

Invoices are to be mailed to P.O. Box 421, Midland, Texas 79702 and should cite the applicable Purchase Order Number. Any and all notices or other communications required or permitted by any contract awarded as a result of this RFP shall be served on or given to Midland County, in writing, by personal delivery to the Purchasing Agent of Midland County, Texas, or by deposit with the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the Midland County Purchasing Agent 500 N. Loraine Suite 1101 Midland, TX 79701, or at such other address as may have been specified by written notice to Vendor.

INSURANCE:

The awarded Vendor will maintain such insurance as will protect the Vendor and the County from claims under the Workers' Compensation Acts, and any amendments thereof, and from any other claims for damages from personal injury, including death, which may arise from operations under this agreement, whether such operations be by themselves or by any sub-contractor, or anyone directly or indirectly employed by either of them. Current Certificate of such insurance shall be furnished to Midland County and shall show all applicable coverage(s).

Other insurance requirements are:

- General Liability (including completed operations) with a \$1,000,000 per occurrence limit and \$2,000,000 general aggregate. Coverage should also apply within the general liability or by separate pollution liability policy for the liability arising out of the use of herbicides or other chemicals.
- Commercial Automobile Liability with a limit of no less than \$1,000,000. The coverage will also extend liability to hired and non-owned autos.
- Workers' Compensation with limit of \$1,000,000 for Employers Liability.
- We also require a minimum umbrella (or follow form excess policy covering over general liability, auto liability and workers compensation) of no less than \$2,000,000.

Midland County will require the selected Vendor to name Midland County as an additional for both the general liability and auto liability. A waiver of subrogation in favor of the County is required for the workers compensation. If the additional insured status or waiver of subrogation is not blanket, please send a copy of the actual endorsements prior to commencement of any work.

Midland County will require the selected Vendor to name Midland County as an additional insured and provide a waiver of subrogation prior to making a contract.

INDEMNIFICATION:

The Vendor shall defend, indemnify and save whole and harmless the County and all its officers, agents and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, or on account of, arising out of or in connection with the Vendor's performance or non-performance of any obligation of Vendor or any negligent act, misconduct or omission of the Vendor in the performance of its contractual obligations. The Vendor shall defend, indemnify, save, and hold harmless the County and its officers, agents, representatives and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, on account of, arising out of or in connection with Vendor's product or service.

STATUS OF INDEPENDENT CONTRACTOR:

Vendor shall be considered an independent contractor, for all purposes. Vendor will not at any time, directly or indirectly, act as an agent, servant, representative or employee of the County. Vendor will not take any action which is intended to create any commitments, duties, liabilities or obligations on behalf of the County, without prior written consent of the County.

SUBCONTRACTOR AND/OR SUPPLIER IDENTIFICATION:

Should the Bidder subcontract any work, the Bidder shall indicate below the name of each subcontractor and/or supplier the bidder will use in the performance of the contract. The Bidder shall specify the work to be performed by the subcontractor or the materials to be provided by the supplier. Any changes in subcontractor and/or supplier listed below shall require prior approval by the Purchasing Office.

PARTIAL INVALIDITY:

In the event any one or more of the provisions contained in this RFP or any contract resulting therefore, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this RFP or any contract resulting therefore and this RFP or the contract resulting therefore shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

CONTRACT TERMINATION:

Non-performance of the Vendor in terms of specifications or noncompliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or in part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving (60) sixty days written notice to the Vendor with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Vendor may be given reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance. The right to terminate the notice thereof is controlled by these proposal specifications and is not subject to being altered by contract.

LAW GOVERNING:

The parties under contract shall be subject to all Federal laws and regulations, and all rules and regulations of the State of Texas. The laws of the State of Texas shall govern the interpretation and application of the contract; regardless of where any disagreement over its terms should arise or any case of action arise. Additionally, by submitting a proposal, each proposer represents and warrants that its proposal is genuine and not a sham or collusive to secure or provide an improper advantage to themselves or another vendor.

REMEDIES:

The successful vendor and Midland County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE:

It is hereby agreed that the contract will be made in Midland, Midland County, Texas, and any dispute arising as a result of it shall be governed by the laws of the State of Texas for the purpose of any law suit, and the parties agree that such lawsuit shall be brought in Midland County, Texas.

FUNDING CONTINGENCY:

Any contract awarded pursuant to this RFP shall be contingent on sufficient funding and authority being made available in each fiscal period by the appropriate officials of Midland County. If sufficient funding or authority is not made available, the contract shall become null and void.

ASSIGNMENT:

The Vendor shall not sell, assign transfer or convey this contract in whole or in part, without the prior written consent of the County.

BUSINESS CHANGE DISCLOSURE:

The Vendor shall immediately disclose any knowledge of a business change (i.e., name change, change in ownership, etc.) that will take place during the duration of this contract.

**REQUIRED FORM
COMPANY AFFIDAVIT**

The affiant, _____ states with respect to this submission to County:

I (we) hereby certify that if the contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of said County, or any person representing or purporting to represent the County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in the RFP and this submission, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this submission, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the submission process.

I further recognize that County reserves the right to make its award for any reason considered advantageous to the County. The company selected may be without respect to price or other factors.

Signature _____ Date _____

Name _____ Phone _____

Title _____

Firm Name _____

Type of business organization (corporation, LLC, partnership, proprietorship)

Address _____

County, State, Zip _____

Notary Seal Below

SPECIFICATION

SCOPE OF SERVICES

The County is seeking to hire a broker/consultant to advise the County on employee insurance benefits. The County is interested in someone who can offer programs that contain or reduce costs with effective approaches and a proven history of success. The broker selected will be expected to perform a range of benefit program services in all aspects of the County's benefit program including audit, research, implementation, maintenance, and communication. The County expects the broker to perform functions, including, but not limited to:

A. Analysis and Reporting

1. Analyze existing benefit package and develop a cost-saving strategy or plan that offers similar options of coverage.
2. Identify long-range goals with projections of potential savings.
3. Analyze plan utilization through plan data and statistical or financial reports and provide recommendations for improvement.
4. Perform an analysis on similar-sized entities to ensure competitiveness relating to the County's benefit plan offerings and cost.
5. Identify and inform the County of any trends or changing patterns relating to employee benefits and provide appropriate recommendations.
6. Prepare, provide, and present various reports as requested, including cost analysis and other financial reports, forecasting, or trend and experience reports.
7. Provide monthly, quarterly, and annual claim reports for review.
8. Assist with data collection and informational requests for GASB 45 valuations and provide strategic recommendations to mitigate liability.
9. Provide assistance with COBRA Administration.
10. Provide assistance with the preparation of yearly ACA reports and complete impact analysis with strategic recommendations relating to PPACA.
11. Maintain full and accurate records with respect to all matters and services provided on behalf of the County benefit plans and programs. All project documents including spreadsheets, assumptions, and calculations should be provided upon completion of any projects relating to the County's benefit plans and programs.

B. Communication and Problem Solving

1. Regularly monitor and evaluate performance measures and guarantees of providers.
2. Act as a liaison between the County and insurance providers.
3. Provide day-to-day consultation and timely response on plan interpretation and problem resolution.
4. Provide timely communication and assistance to all staff and retirees with issues relating to any aspect of the County's employee benefit program including, but not limited to, billing, claims, vendor service issues, disputes, election or eligibility changes, and general troubleshooting.
5. Assist Treasurer's office and other applicable staff in any appeal, arbitration, or court processes between the County and the providers on unresolved issues if needed. Provide advice to enforce County's, employees', retirees', or dependents' rights.

6. Attend County staff meetings as needed or other benefit-related meetings for employees and/or retirees for assistance in benefit program maintenance.

C. Compliance

1. Assist with ongoing plan administration and ensure programs comply with all applicable State and Federal laws, updating staff accordingly with on-site training as requested.
2. Conduct a compliance audit of the County's applicable policies and procedures relating to the employee benefit program.
3. Assist in the creation of communication materials to educate employees on necessary changes and to conduct dependent verification audits.
4. Assist staff as necessary with annual audits to ensure compliance in reporting or posting/notice requirements for benefit plans.

D. Strategy and Renewal

1. Establish both long-term (3-5 years) and short-term (annually) strategies for the County's benefit program, including any multi-year plan rates, etc.
2. Bid the County's benefit program for employee and retiree options on an as-needed basis and assist in the collection of proposals and any negotiations on various topics including, but not limited to, pricing, service modifications, renewals, contractual terms, premiums, performance measures, communication materials, and quality assurance standards.
3. Review and prepare an analysis of proposals and provide recommendations for cost savings, plan design, plan quality, premiums, modifications, and any other topics relevant to the benefit program.
4. Conduct thorough market research and provide annual estimates of renewal rates and cost trends to assist in budget preparation.
5. Provide communication materials and support for the annual enrollment period including information on any changes and production of an annual open enrollment booklet, forms, and video.
6. Assist in any open enrollment meetings and coordinate any provider representation to communicate changes, etc.

E. Other Services Requested

1. Monitor and make recommendations to both the employee wellness program and Employee Assistance Plan (EAP) to improve health and reduce costs both long and short term.
2. Recommend and provide enhancements to marketing and communication materials of any form including both paper and online notifications for benefit, health, or compliance-related information.
3. Prepare benefit surveys or provide published benefit-related survey information as requested.
4. Create and present information in meetings with Commissioner's Court or County staff as needed.
5. Assist staff in the development of satisfaction surveys.
6. Assist in the development of risk management and/or control programs or provide recommendations to any current County programs.
7. Manage any transitions between vendors as necessary.

8. Recommend any educational opportunities including seminars, webinars or other options that would be beneficial to the County.
9. Research, recommend, and implement a digital platform for employee benefit enrollment, updates, and management

BACKGROUND:

The County of Midland, Texas, is a midsized urban area in the desert of West Texas. The primary industry for the region is gas and oil. Midland County, has one hospital, one college, 2 school districts, growing residential areas, and multiple retail offerings.

The County has over 631 full-time positions. In addition, we currently offer retiree health, dental, and vision coverage to 153 eligible retirees. Dependent coverage is available for any eligible employee/retiree who elects coverage. The Treasurer's department assists all employees and retirees with their benefit inquiries and administrating and maintaining their benefit elections for themselves and their dependents.

OVERVIEW OF CURRENT BENEFITS

The County provides a self-funded health and dental plan to all full-time employees and retirees (at the time of retirement). The County contributes most of the premium cost for these services. Employees pay a small premium for their own coverage and additional premiums for dependent coverage. This coverage is provided through a third-party administrator, Boon Chapman. The County also provides LTD at no cost to the employee. The County works with third parties to offer additional benefits such as vision, insurance supplement policies, life insurance, etc.

Medical/RX Insurance: The County offers one health plan to full-time employees and retirees. The plan is low deductible, including prescription coverage. We also provide a surgery program for full-cost coverage through Care Navigation and utilize Teladoc for digital care services. In addition to these services, the County owns and operates a clinic for no cost to eligible employees and dependents. This clinic is managed by Premise Health and provides basic medical and prescription services. (Boon Chapman, Aetna PPO, Express Scripts, Prime DX, Premise Health)

Dental Insurance: Eligible employees and retirees are currently offered one dental plan option. (Boon Chapman, Guardian PPO)

Vision Insurance: Eligible employees are currently offered one vision plan option, for which they pay the whole premium. (Guardian)

Long-Term Disability: LTD is provided to full-time eligible employees with the premiums covered 100% by the County. (Unum)

Flexible Spending Account: Eligible employees are offered access to an FSA if they choose to participate. (Aflac)

Wellness Program: A wellness program is currently offered through the Texas Association of Counties that the County pays for

Employee Assistance Program (EAP): The County provides an employee assistance program to assist with ancillary services. (ADP)

Additional Benefits: Accident and Critical Care Insurance are offered at the employee's expense. Life insurance, deferred compensation plans, and other payroll deducted options are offered via payroll deductions that are 100% voluntary, and paid for by the employee. (Aflac, Washington National, New York Life, Nationwide, Valic etc.)

MINIMUM QUALIFICATIONS FOR PROPOSERS

A. Proposer shall have at least 5 years of experience providing brokerage and consulting services in Texas. Proposers with other public entity clients of similar size are preferred.

B. The proposer’s staff assigned to the County must have at sufficient experience in benefits administration and client management. The staff must be available for high volumes of communication with the County, employees, retirees, and approved vendors.

C. The proposer and team assigned to the County must be knowledgeable of applicable laws, regulations, and codes and be familiar with trends relating to benefit programs in other Texas counties.

D. Proposer’s office or branch must be located in reasonable commuting distance and provide assurance of reasonable staffing continuity over the contract period.

E. Proposer must be properly licensed and insured to provide services listed in this RFP and in the State of Texas. The successful proposer must maintain insurance coverage appropriate for the fulfillment of any agreement resulting from this RFP. Additionally, in the event its employees, agents, or subcontractors enter premises occupied by or under County control, the successful proposer shall maintain public liability and property damage insurance in reasonable limits covering all obligations to the County and shall maintain Worker’s Compensation coverage covering all employees performing on premises occupied or under County control. Additionally, the proposer shall maintain Professional Liability insurance for the duration of any agreement resulting from this RFP and up to at least three (3) years after completion of the agreement. Copies of certificates of coverage shall be provided upon the County’s request.

REQUIRED PROPOSAL CONTENT

A. Cover Letter: Signed Certification Statement from the firm’s principal expressing interest in the project and certifying that sufficient resources of personnel, equipment, and time are available and committed to this project.

B. Table of Contents: Include clear identification of material by section and by page number.

C. General Information: Proposers must complete the general information page provided. This is Attachment “A” and must be signed by the person duly authorized to bind the proposer and identify the proposed account team.

D. Profile of the Firm: This section shall include the firm name, date established and address of the office that would be assigned to the County. Please include a brief description of the firm’s history, including any changes in ownership either anticipated or occurring within last three (3) years. Also include details on the firm’s size, growth, philosophy and culture, and specific experience with public sector entities (preferably counties). Additionally, this section shall include a listing of any lawsuit or litigation and result of action resulting from: (a) any project undertaken by the proposer or its subcontractors or affiliates where litigation is still pending or has occurred

within the last ten (10) years; or (b) any type of project where claims or settlements were paid by the proposer or its insurers within the last ten (10) years.

E. Qualifications of the Firm and Team: This section shall include a brief description of the proposer's and any sub-consultants' qualifications and a summary of previous experience on similar or related projects. Provide a list of personnel that would be handling our account including the account manager and a brief summary of each listed individual's education, qualifications, responsibility with our account, and a description of any previous or current projects with similar responsibilities. Formatting is provided in attachment "B". Additionally, the proposer shall include an organizational chart with a description of workflow and provide the total number of accounts or clients with a breakdown of how many of the total each individual is responsible for.

F. Consultant Questionnaire: Proposers must complete the Consultant Questionnaire (Attachment "D") and provide with proposal submission.

G. References: Proposer shall provide a client list, preferably county or other public sector clients that are either active or became inactive within the last five (5) years. Client list shall include the entity name, date firm began providing services to the client, date firm ceased providing services (if applicable), description of pertinent insurance programs negotiated and/or provided, number of covered individuals (employees/retirees), total cost of the project, a brief statement on adherence to schedule and budget for each project. Proposer shall provide account contacts for listed clients who may be contacted by the County. The format of references is provided in attachment "C" and must have all information requested provided.

H. Services: Vendor will need to provide the following:

1. Complete description of services to be provided, including both the services outlined in this request and any additional recommended services. Provide a description of any and all unique brokerage or consulting services the firm will offer the County, please specify if the services are provided by the firm's staff or by an affiliate of the firm.

2. A description of the group, medical, dental, vision, life, accidental death and dismemberment, short- and long-term disability, EAP premium volume handled by the firm and by the specific office to which the County's account would be assigned.

3. List of principal insurance markets utilized by the firm in the order of premium volume placed with each market. The listing should be categorized by line of coverage (all items listed above in 2).

4. Description of technical or professional support available at no extra cost through the firm, such as legal counsel, communications, technology support, or others.

5. Sample work plan for insurance renewal and negotiations.

6. Description of proposal to maintain open and prompt communication with all those involved in the benefit program including; vendors, employees, retirees, County staff, and dependents as necessary for any issues, troubleshooting, questions, concerns, etc.

7. Description of project timeline outlining the transitioning process. Please include a time breakdown for each step in the process (data collection, online system set up, etc.)

I. Cost and Pricing Information; Vendor will need to provide the following:

1. Comprehensive, specific description indicating how the firm would price the County's account and any estimated annual costs of service. It shall be clearly identified if pricing is determined by any and all of the following:

1. annual fee
2. fee for service
3. Commission

All rates of commissions and fees in comparison to consultant rates that the firm would expect to receive from the existing programs for services requested herein, as well as recommended services must be included. The County reserves the right to review and or audit any of its account-related records of the selected broker related to commission, fees, etc.

2. Proposals that do not reflect a reasonable relationship between costs and proposed services may be viewed as failing to comprehend the requirements of the scope of work and result in a rejected proposal.

J. Conflict of Interest

Proposers must disclose any affiliations or business relationships with any employee, officer, contractor, or official of the County to ensure there are no conflicts of interest. The Required Form Affidavit must be included in the proposal.

CONTRACT TERM:

This contract will last for 12 months and renew annually, unless either Midland County or Vendor provides a 60-day notice to cancel or not renew. Any increase in cost will need to be submitted to the County Judge by May 1st of each year so that the request can be reviewed and considered during the budget process. Any increases will take effect the following October 1st, the beginning of Midland County's fiscal year.

EVALUATION PROCESS:

The County will award to the respondent that submits a bid which represents the "best value" to the County. The best value shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein.

CRITERIA:

Criteria	Points
Scope of Services: Reputation and ability to reach a wide array of insurance markets and provide innovative services; ability to handle employee claim issues, depth of and commitment to services offered, assessment of references, plan of action; project organization, evidence of ability to provide service in a prompt, thorough, innovative and professional manner.	30%
Cost Savings: Demonstrates ability to produce successful cost savings strategies.	25%
Qualification of the Firm: Technical and cost-saving method experience both show success; experience with municipalities, work is completed on schedule and within budget; qualifications of staff and key personnel; client references; strength and stability of firm and vendors used by the firm.	20%
Cost and Price: Total cost is reasonable and competitive with other offers received; adequate support data provided; individual task budgets are reasonable; the basis on which price is quoted.	15%
Project Requirements: Demonstrated understanding of project requirements and any problem areas; project approach; work plan; and quality assurance program.	10%
TOTAL	100%

AWARD:

Once the County has completed the proposal analysis, negotiations may be conducted for the extent of services to be rendered and for the method of compensation. The County is not required to complete negotiations so the proposal submitted shall include the proposer's most favorable terms and conditions.

Any award will be contingent upon the completion of a satisfactory contractual arrangement between the selected firm and the County. The inability to agree on contract terms will result in the selection of an alternate firm. Unsuccessful candidates will be notified once a contract selection has been finalized by the County.

In the performance of the terms of any agreement resulting from this RFP, the contractor or vendor agrees that they will not engage in, nor permit, such subcontractors (where applicable), as they may employ, from engaging in discrimination in employment or persons because of race, color, religion, national origin, or ancestry, age, sex, familial status, sexual orientation, or disability of such persons.

No assignment by a selected broker of a resultant agreement, or any part thereof, or of funds to be received therefrom, will be recognized by the County unless such assignment has had prior written approval and consent of the County. The County will be contracting for the services of the individuals in the firm making the proposal and the qualifications of those individuals a material inducement for the award of the contract.

Certification Statement

The undersigned does hereby declare that they have read the specifications and with full knowledge of the requirements, do hereby agree to furnish the coverage in full accordance with the specifications and requirements, for the following plans:

Employee Benefits Insurance Broker and Consulting Services

I certify that _____ and it's
Firm's Name

response comply with these specifications. Also, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify this information provided herein are accurate and true as of the date.

Signature

Print Name

Title

Date

Attachment A

General Information Page

Legal Name of the Firm	Telephone Number
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Street Address	County	State	Zip Code
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Fax Number	Tax ID Number
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Type of Organization (Corporation, Sole Proprietorship/Partnership)

Website Address

Project Manager Name	Project Manager Title
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Is this the person that regular correspondence should be directed to?

Yes No If no, please provide contact information for appropriate contact.

Name, Title	Email	Phone Number
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List of Major Subcontractors Proposed, Responsibility, and Phone Number:

RFP 23MCO612 Employee Benefits Insurance Broker and Consulting Services
Due Friday August 18, 2023, at 10:00AM

Signature of Person Completing Form

Date

Print Name of Person Completing Form

****Please provide documentation that you are a State of Texas actuary licensed consultant or broker****

RFP 23MCO612 Employee Benefits Insurance Broker and Consulting Services
Due Friday August 18, 2023, at 10:00AM

Attachment B
Firm and Assigned Team Qualifications

Name and Title	Education, Experience and Qualifications	Description of Area of Responsibility with County Account and Similar Experience	# of other current accounts

*Attach additional pages as necessary

Attachment C
Client References

Please provide at least three current and two past clients, preferably Texas public entities.
(Copy this form as necessary.)

Client Entity Name

<hr/> <p>Client Contact Name</p>	<hr/> <p>Client Contact Title</p>
<hr/> <p>Client Contact Email</p>	<hr/> <p>Client Contact Phone Number</p>

Client Street Address	City	County	State	Zip Code
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Please provide a brief description of the work performed for this client below:

Attachment D - Proposer Questionnaire

Requested Information		Responses (if more room is required, complete on an additional sheet titled as "Responses to Attachment D")	
1.	How long has your organization been in business?	1.	
2.	Where is your firm's headquarters?	2.	
3.	Does your firm have any conflict of interest relating to Midland County? If yes, please explain.	3.	
4.	Has your firm established any limitation on the number of clients you intend to accept?	4.	
5.	What is your firm's policy/standard for returning phone calls, e-mails, or other forms of communication?	5.	
6.	Provide examples of when you have provided services that have gone beyond the expectations in the contract.	6.	
7.	Provide details about other services/capabilities that your firm provides in addition to those noted in this statement of work that may provide additional value for the County.	7.	
8.	How many of your clients have between 700 and 800 benefit-eligible employees/retirees?	8.	
9.	Does your firm use any sub-consultants? If so, provide the firm's name, contact name, relevant experience, and authority of decision-making for our account on your behalf.	9.	
10.	How does your firm track and communicate legislative and industry trend updates relative to the County?	10.	
11.	Describe how you monitor the performance of providers.	11.	
12.	Do you provide assistance with wellness plan creation, implementation, and maintenance with incentives?	12.	
13.	How do you determine if changes need to be made to a plan for higher effectiveness?	13.	

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14.	How would you help maintain programs that are of primary importance to the County while negotiating changes to the benefit package?	14.	
15.	Is your company a member of any professional associations or similar organizations? If yes, list which ones and describe what role your company plays.	15.	
16.	For retirees covered under the plan with Medicare primary, do you recommend any specific strategies/programs to control plan cost and improve the retiree experience?	16.	
17.	Please provide a list of standard monthly reports you generate for your clients and include an example of each one. Please state which reports are customizable to meet the County's needs.	17.	
18.	When the County anticipates releasing an RFP, describe how your firm approaches the task. What is the County's role in this process? What tools and resources would you deploy to assist the County in this process? Please be specific.	18.	
19.	Describe what makes your company uniquely qualified to work on our account.	19.	
20.	Do you have actuarial services in-house? If so, how do you assure the quality of your actuarial analysis, plan reviews, etc.? If not, how do you manage pulling together actuarial analysis, plan reviews, etc.?	20.	
21.	Do you have legal advisory services in-house? If so, how will you assure the quality of your compliance analysis, plan reviews, etc.? If not, how do you manage pulling together compliance analysis, plan reviews, etc.?	21.	
22.	Describe any unique tools you could employ to assist us in monitoring our healthcare and prescription drug programs.	22.	
23.	Describe your experience working with benefit administration vendors to support online enrollment and an improved employee experience using best-in-	23.	

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	class technology.		
24.	In your opinion, what are the top strategies a self-funded employer must consider/implement to control pharmacy costs?	24.	
25.	Describe your experience with employee claim escalation and support for the County staff.	25.	
26.	Please describe your approach to stop loss negotiations.	26.	
27.	Describe your company's experience and process to ensure that regular medical and or pharmacy claim audits occur. What other audits do you recommend and the frequency of those audits?	27.	
28.	If your company is selected, provide the transition plan that would be followed.	28.	
29.	What specific traits differentiate your firm from others?	29.	