Request for Proposal

One-Stop-Shop Insurance Plan Administrator

Mississippi Gaming Commission

Contact:

Director of Administrative Services

620 North Street

Jackson, MS 39202

slegrand@mgc.state.ms.us

Date: March 3, 2017

1. Scope of Services

Mississippi Gaming Commission (MGC) is requesting proposals for services outlined in “Exhibit A” (attached). If you are unable to submit a proposal or decline to submit a proposal, please return the form and indicate “NO PROPOSAL.”

2. Contract General Terms and Conditions

Certain terms and conditions are required for contracting with MGC. By signing and submitting a response to this Request, the respondent/contractor agrees to comply with and be bound by MGC’s contract General Terms and Conditions. The Conditions are attached as “Exhibit C”, and MGC reserves the right to amend or add terms and conditions to the final negotiated agreement between the selected vendor and MGC.

3. Format and Procedures for Delivery of Proposals:

a. Completed Response Forms must be sent to:

U.S. Mail: Mississippi Gaming Commission

RFP-Insurance Plan Administrator

Shelly LeGrand, Administrative Services

P.O. Box 23577

Jackson MS 39225-3577

Hand mail: Mississippi Gaming Commission

RFP-Insurance Plan Administrator

Shelly LeGrand, Administrative Services

620 North Street

Jackson MS 39202

b. A company official with the authorization to bind the respondent to proposed products and services must sign the proposal response.

c. All proposal responses must be submitted to Shelly LeGrand no later than

2:00 PM CDT, based on MGC official time, March 17, 2017. MGC will not accept or consider any response received after this date.

d. Receipt of completed proposal responses by MGC does not bind MGC in any way to subsequently enter into business with any of the respondents.

e. Deposit of a proposal into the mail or delivery to a different person or address does not constitute proposal submission unless the proposal is in fact received at the foregoing address by the time stated. Hand delivery of proposals is strongly encouraged. Receipts will be issued upon request. Proposals that are hand-delivered must be submitted to the above address by the foregoing date and time.

f. The parties submitting proposals are responsible for ensuring that they are delivered by the required time and assume all risks of delivery. Proposals and Modification/corrections thereof, received after the closing time specified will not be considered. Any proposal received subsequent to the specified date and time will be returned to the prospective contractor unopened.

g. Proposals submitted by wire, e-mail, electronic format, or phone will not be accepted. Proposals are to be submitted in writing with appropriate certification signatures as indicated.

4. Questions

All questions pertaining to this request must be submitted in writing via email to slegrand@mgc.state.ms.us by 5:00 PM CDT on Monday March 6, 2017 based on MGC official time. Questions submitted after this date and time will not be considered. No negotiations, decisions, or actions shall be initiated by any prospective contractor as a result of any verbal discussion with any State or Agency employee or contractor.

Responses by MGC, to the questions submitted, will be sent to all parties via email, by March 10, 5:00PM CDT, based on MGC official time.

5. Submittal

“We hereby submit the attached proposal for providing a One-Stop-Shop Insurance Plan Administrator for the Mississippi Gaming Commission as outlined in this request.”

“By signing this Proposal Response Form, we acknowledge and agree to be bound by terms included with this Request.” We also agree to the following, “The prospective respondent represents as a part of such proposal that such respondent has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this agency’s business.”

COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Principal place of business)*

AUTHORIZED RESPONDENT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX OR EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE PREPARED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

Scope of Work

One-Stop-Shop Insurance Plan Administrator

Mississippi Gaming Commission (MGC) is requesting proposals for a licensed agent to serve as our agency’s One-Stop-Shop Insurance and Cafeteria Plan Administrator. The One-Stop-Shop requires one (1) third-party group provide various voluntary insurance products and administration of the Cafeteria plan for flexible spending.

MGC is a state agency located at 620 North Street, Jackson MS 39202. MGC currently employs approximately 118 full time employees. See “Exhibit B” for statistical/demographic employee data.

Proposal specifications: Each prospective submitter shall provide a cover letter (which shall be no more than two (2) pages) with their proposal, and shall include, at a minimum, the company name, description of the firm, the legal company organization, primary contact name, phone numbers(s), address, fax number, and e-mail address. The submitter must provide six (6) copies of their proposal. A representative who can legally bind the company to a commitment in the future must sign the letter. The proposal itself must be submitted on 8 ½ x 11 paper, limited to one provider per coverage type. Prospective submitters shall attach proof of registration with the Mississippi Secretary of State (to do business in the state) and the Mississippi Department of Insurance (licensed to do business in Mississippi). Finally, the response form found on Page 4 of this request must be attached to the cover letter.

All proposal material submitted to MGC shall become the property of MGC. Expenses associated with the development and delivery of proposals shall be borne solely by submitters and shall not be chargeable to MGC. Any information provided in the proposal which shall be considered proprietary or confidential should be marked as such or will be subject to potential public disclosure.

All proposals submitted to MGC shall remain valid for no less than one hundred eighty (180) days.

MGC reserves the right to request additional information including, but not limited to, evidence of financial ability to perform the requested services, as MGC deems necessary to evaluate submitter’s proposal. If necessary, MGC may obtain information about the prospective proposer’s ability to meet requirements through an on-site review and/or in-person interview and presentation. Situations which may require the use of these criteria include proposals which have received similar scores in the proposal rating criteria or proposals where the ability to provide the required services depends highly on the proposer’s professional resources and/or presentation skills. An in-person interview may include questions by MGC staff and a presentation by the proposing party outlining their plan for performing the required services. Failure to provide such additional requests may result in rejection of submitter’s proposal. This request shall be considered a part of any agreement or authorization, whether written or oral, entered into between MGC and the successful submitter, to provide a One-Stop-Shop plan administrator. The MGC Executive Director has delegated the process of evaluating vendors under this procurement to the MGC Insurance Committee.

The MGC Executive Director has the ultimate authority to bind the agency for contractual purposes and may override the decision of the MGC Insurance Committee if he determines their selection is not in the best interest of the agency.

Proposals will initially be classified as acceptable, potentially acceptable or unacceptable based on all previous mentioned specifications. Submitters of proposals classified as unacceptable will promptly be sent notification stating the specific reason or reasons it was declared unacceptable.

MGC will consider all proposals for an initial one-year agreement and shall have, in its own discretion, the option to extend this contact period on a year-to-year basis for a total of 5 years, with the mutual assent of the parties.

MGC will score the proposal responses to the five questions listed at the end of this exhibit (Exhibit A) based on a 20 points per item value system. The top 3 submitters of proposals (with the highest number of points) may be requested to present their proposals in person to the Insurance Committee. MGC will inform the applicable submitters of their assigned time to present to the Insurance Committee via email. The presentation will have a proposal rating criteria based on products provided and plan of action for implementation.

The final score will be determined according to the degree of compliance with the responsibilities and requirements in this request. All proposers will be notified of the final decision via email.

Each insurance product must be provided by an insurance company or companies licensed by the Mississippi Department of Insurance to do business in Mississippi.

Employees and their dependents that currently have coverage of the same type proposed will be “rolled over” to the new product guaranteed issue and no waiting period requirement. In addition, new enrollees and dependents that enroll in any of the proposed coverages during open enrollment October 2017 will be guaranteed issue and no waiting period requirement. New hire employees and dependents will be guaranteed issue provided they enroll within thirty days of hire.

The One-Stop-Shop Insurance Plan Administrator is responsible for proposing the following supplemental insurance products, including, but not limited to:

Accident

Cafeteria Plan Administration

Cancer

Critical Illness

Dental

Employee health flexible spending front-loaded debit card

Identity Theft

Long Term Disability

Short Term Disability

Vision

Voluntary Term Life

Some of these products may not be selected for the final offering at enrollment.

Please include in your proposal a response to the following – each will be graded on a 20 point value system:

1. State your experience, in general, as a One-Stop-Shop Plan Administrator and a Cafeteria Plan Administrator and list which agencies of the State Of Mississippi you have provided services to, whether currently or in the past – include contacts and references. Each prospective contractor must furnish, with their proposal a listing of at least three (3) references, including at least two (2) references for current contracts or those awarded during the last three years. These references should be familiar with the prospective contractor’s abilities in the areas involved with this request and consist of Federal, State, or Local Government entities. The list shall include the name and telephone number of the reference. MGC will use these references to evaluate the prospective contractor’s ability to perform the services. Points will be deducted if MGC is not able to reach all three (3) references, after reasonable attempts. State the experience of the staff that will be working with MGC should you win the award.

2. Share any feasible/value-added services that you can provide to MGC employees as the One-Stop-Shop Administrator. In your response to this question, include any ongoing dialogue with the Department of Finance and Administration regarding the future ability to offer your services online.

3. Provide a plan to include (1) online registration capability through a secure website, (2) having personnel available to make person-to-person presentations for open enrollment and throughout the year for new hires, and conduct Q&A sessions for employees. Include a breakdown of all fees and expenses (if any) that will be billed to MGC as our One-Stop-Shop Plan Administrator, as well as the capability of having a “one invoice” method to submit to MGC. Also, explain the capability, if any, of providing reconciliation for all accounts and coverages.

4. Provide a detailed plan of action and any other requirements needed for changing our coverage from their current status over to a One-Stop-Shop Plan. Include timelines and information/data that will be required for MGC to have One-Stop-Shop up and fully functional.

5. State your ability and guarantee to maintain confidentiality of agency information as well as employee information as is related to HIPAA law. “Confidential Information” shall mean (a) those materials, documents, data and other information which the Respondent has designated in writing as proprietary and confidential, and (b) all data and information which the Respondent acquires as a result of its contact with and efforts on behalf of MGC. Each party to this agreement agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or federal law and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party’s written permission, and to do so by using those methods and procedures normally used to protect the party’s own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Respondent or its sub-respondents shall rest with the Respondent. Disclosure of any confidential information by the Respondent or its sub-respondents without thee express written approval of MGC shall result in the immediate termination of this agreement.

Exhibit B

Mississippi Gaming Commission

*Statistical Data as of 02/01/2017*

GENDER BREAKDOWN

Male – 68

Female – 50

Total Employees = 118 Full time

AGE RANGE BREAKDOWN Male Female

Under Age 30 10 8

31 – 35 9 7

36 – 40 5 5

41 – 45 12 9

46 – 50 6 7

51 – 55 5 4

56 – 60 9 6

61 – 65 6 3

66 – 70 4 1

71 plus 2 0

VOLUNTARY PRODUCT PARTICIPATION # of Participants

Accident - 10

Cancer – 24

Critical Illness – 49

Dental – 80

Long Term Disability --27

Short Term Disability – 4

Vision – 58

Voluntary Term Life – 12

CAFETERIA PARTICIPATION

Employees with pretax flexible medical spending – 43

Employees with pretax dependent care -- 5

Exhibit C

STANDARD CLAUSES

**APPLICABLE LAW**

The prospective contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal, state and local laws and regulations.

**PAYMODE**

Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency contingent arrangement to secure this contract**.**

**TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq. (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

**PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS, for inspection, or downloadable at www.mspb.ms.gov.

**COMPLIANCE WITH THE LAWS**

The contractor understands that MGC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the contractor agrees during the term of the agreement that the contractor will strictly adhere to this policy in its employment practices and provision of services. The contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

**STOP WORK ORDER**

Order to Stop Work: The procurement officer, may, by written order to the contractor at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

1. Cancel the stop work order; or,

2. Terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if: (a) The stop work order results in an increase in the time required for, or in the contractor’s properly allocable to, the performance of any part of this contract; and, (b) The contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

**REPRESENTATION REGARDING CONTINENT FEES**

The CONSULTANT represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, except as disclosed in a written attachment to this agreement

**E-PAYMENT**

Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” Mississippi Code Annotated §31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

**E-VERIFICATION**

CONSULTANT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONSULTANT agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. CONSULTANT further represents and warrants that any person assigned to perform services hereunder meets the employments eligibility requirements of all immigration laws of the State of Mississippi. CONSULTANT understands and agrees that any breach of these warranties may subject CONSULTANT to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CONSULTANT by and agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CONSULTANT would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.”

**REPRESENTATION REGARDING GRATUITIES**

The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Rules and Regulations.

**AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the State to proceed under the agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of stand and/or federal funds. If the funds anticipated for the continuing fulfillment of this agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the state, the state shall have the right upon ten (10) working days written notice to the agency, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a **trade secret or** confidential commercial or financial information and shall be available for examination, copying, or reproduction.

**PROSPECTIVE CONTRACTOR’S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective contractor represents as a part of such contractor’s bid or proposal that such contractor has/has not (please circle one) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The Consultant certifies that the prices submitted in response to the solicitation have been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other Consultant or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

**ACKNOWLEDGMENT OF AMENDMENTS**

Consultant shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by MGC by the time and at the place specified for receipt of proposals.