

Request for Proposal # 3120000780

to

Provide Individual Short Term Disability Insurance Plan

for

Mississippi Department of Public Safety Employees

Sonya Toaster

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or

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MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY

REQUEST FOR PROPOSAL “RFP” FOR INDIVIDUAL SHORT TERM DISABILITY INSURANCE PLANS

The MS Department of Public Safety is requesting proposals for individual short term disability insurance plans. The individual short term disability insurance plan will be available to approximately 1100 employees. All employees are paid through a centralized payroll system.

Proposals should be structured in accordance with the terms of this document.

A. INDIVIDUAL SHORT TERM DISABILITY INSURANCE MINIMUM SPECIFICATIONS

1. Administrative Requirements

- a. Provide competitive coverage and rates to Participants employed by the Mississippi Department of Public Safety.
- b. Provide a designated representative who is knowledgeable about all aspects of the Plan and is always accessible by phone or email during regular working hours to address emergency and non-emergency issues posed by Mississippi Department of Public Safety’s personnel.
- c. Provide services efficiently, accurately, and responsively to the Mississippi Department of Public Safety’s personnel.
- d. Resolve participant issues within three (3) working days.
- e. Receive enrollment information monthly from the Mississippi Department of Public Safety.
- f. Provide monthly insurance billing to the Mississippi Department of Public Safety.
- g. Enroll active employees working on January 1st to an annual membership; active employees starting throughout the year to a prorated annual membership beginning with the 1st of the month following their appearance on the monthly enrollment files; retirees and terminated employees the ability to individual policies through direct bill.

- h. Provide a toll-free number that is available at least 10 hours per day to enrollees who want to speak with a thoroughly knowledgeable customer service representative (not a recording) regarding specific details of the insurance plan and claims.

2. Plan Requirements

- a. Perform all claims processing functions including: verification of enrollment; determination of benefit coverage; creation and mailing of Explanation of Benefits for all paid and denied claims; timely payment; and storage of claims information for easy viewing access by customer service representatives.
- b. Provide excellent support services that help enrollees understand and use their insurance plan and resolve issues promptly.
- c. Provide consistently prompt, courteous, and knowledgeable responses to customer service requests posed by enrollees.
- d. Offer well-defined complaint and appeal procedures to enrollees who are dissatisfied with a claim denial or have a complaint of any kind concerning the insurance plan.
- e. Prepare the Schedule of Benefits for review and approval by the Mississippi Department of Public Safety. The Schedule of Benefits is to include a list of exclusions and policy limitations.

B. INQUIRIES PRIOR TO QUOTE

Except as provided in this Section, no written or verbal inquiries or contacts of any nature from prospective vendors or anyone representing them will be entertained prior to awarding of a contract, other than requests for copies of this RFP or clarification regarding RFP.

Written questions or clarifications will be accepted by email from 8:00 a.m. local time, from Friday, June 3, 2016 until Friday, June 10, 2016 until 5:00 p.m. local time to stoaster@dps.ms.gov or btoles@dps.ms.gov. No further inquiries will be accepted after that time. Answers to written questions or clarifications will be provided by email no later than 5:00 p.m. local time, Friday, June 17, 2016. If it is determined that an amendment to the RFP will be issued, it will be provided by email with sufficient time to respond to the RFP.

C. SUBMISSION OF PROPOSAL

Proposals for RFP #3120000780 will be accepted until 10:00 a.m. local time, Friday, June 24, 2016. Proposals should be received at MS Department of Public Safety, Procurement Department, Room 402, 1900 East Woodrow Wilson Boulevard, Jackson, MS 39216. Offerors shall submit all **signed** proposals in a **sealed envelope** or package to:

MS Department of Public Safety, Procurement Department,
Attn: Sonya Toaster or Betsy Toles
1900 East Woodrow Wilson Boulevard,
Room 402, Jackson, MS 39216.

Timely submission of the proposal is the responsibility of the Offeror. Offers received after the specified time shall be rejected and returned to the Offeror unopened. **Please note that no facsimile or electronic mail proposals will be accepted. The envelope or package shall be clearly marked “Sealed Proposal” and show the proposal number in the lower left hand corner on the outside of the envelope or package.** Each page of the proposal and all attachments shall be identified with the name of the Offeror. Proposers shall submit one (1) signed and dated original (marked original) proposal, one electronic copy on a compact disc or thumb drive in Word or pdf format, and twelve (12) paper copies.

D. FORM OF RFP

Responses must be submitted in the order that the items appear in the Request for Proposal. In addition, all appendixes and schedules should be submitted in the same order and format as those shown in the Request for Proposal. Each proposal must be submitted and signed by an officer of the company authorized to enter into a binding agreement in the name of the Company.

E. EVALUATION PROCEDURES AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

A selection committee made up of qualified Mississippi Department of Public Safety staff shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

Step I: Proposals will be reviewed to assure compliance with the minimum rejected immediately, receiving no further consideration.

Step II: Proposals that satisfactorily complete Step I will be reviewed/analyzed to determine if the proposal adequately meets the needs of Mississippi Department of Public Safety. Factors to be considered are as follows:

1. The overall quality of the proposed plan for performing the required services to include the range of coverage and benefits. Also the claim processing degree of difficulty. **Critical (total points-25)**
2. Proposer's ability to provide the required services as reflected/evidenced by qualifications (prior experience, etc.) and ability to meet minimum specifications. **Critical (total points-25)**
3. A record of past performance of similar work with state government agencies in Mississippi. **Important (total points-10)**
4. The personnel, equipment and facilities to perform the services currently available or demonstrated to be made available at the time of the contacting. **Very Important (total points-15)**
5. Monthly Premium Rates. **Critical (total points-25)**

In order to score rates subjectively, list monthly premiums for scenarios shown in Attachment 2.

Points will be awarded based on price for the scenarios in Attachment 2.

Step III: Mississippi Department of Public Safety may contact the top Proposers via telephone to schedule an interview after the opening date of the proposal. Please include a daytime contact number and email address with proposal.

Step IV: Mississippi Department of Public Safety may contact the Vendor whose proposal best meets Mississippi Department of Public Safety's needs (based on factors evaluated in Step II) and attempt to negotiate an agreement that is deemed acceptable to both parties.

F. REPRESENTATION REGARDING CONTINGENT FEES

The offeror/contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the offeror's RFP or proposal.

G. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Proposer 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 proposal or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

H. REPRESENTATION REGARDING GRATUITIES

The Proposer 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 Procurement Regulations.

I. 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 retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

J. ACKNOWLEDGMENT OF AMENDMENTS

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal by indentifying the amendment number and date in the space provided for this purpose on the proposal form or by letter. The acknowledgement must be received by the Mississippi Department of Public Safety by the time and at the place specified for receipt of proposals.

K. RIGHTS FOR CLARIFICATION OR NEGOTIATION

The Mississippi Department of Public Safety reserves the right to clarify RFPs submitted after RFPs are opened by contacting the vendors, if such is deemed necessary at the discretion of the Mississippi Department of Public Safety. Upon completion of the evaluation of RFPs, the Mississippi Department of Public Safety reserves the right to negotiate with the vendors determined to have submitted the best proposals. From the time of opening of proposals until awarding of the contract, no vendor or agent of any vendor shall initiate any discussion of the contract or work to be done under the contract with any agent of the Mississippi Department of Public Safety mentioned in the note to Section B.

L. REJECTION OR ACCEPTANCE OF PROPOSAL

Proposals submitted shall impose no liability on the Mississippi Department of Public Safety and the Mississippi Department of Public Safety reserves the right to accept or reject any or all proposals and to negotiate or not to negotiate further with companies submitting proposals. Proposals shall be the minimum basis for any contract and should be presented in a format that can be incorporated easily into a contract between the Company and the Mississippi Department of Public Safety.

The Mississippi Department of Public Safety reserves the right to reject any and or all bids or proposals and to waive all informality.

The Agency will award the contract on or before September 1, 2016 with an effective contract date of January 1, 2017. Failure of the Company to successfully agree to the terms of the contract within the allotted time period may be grounds for the Mississippi Department of Public Safety to dismiss the Company and award the contract to another proposer.

M. MAINTENANCE OF RECORDS

The Company awarded the contract will be required to maintain, for a period of three (3) years, documentation for all charges against the Mississippi Department of Public Safety under the contract; and these records will be subject to audit. A report should be made available to the Mississippi Department of Public Safety no later than three (3) months after the close of each year during the contract period.

N. TERM OF CONTRACT

The term of contract will be for a period of three (3) years commencing on the date the plan year starts; however, the Mississippi Department of Public Safety reserves the right to extend the contract for up to two (2) additional years. Either party may terminate the contract with sixty (60) days written notice of intent to cancel.

O. AFFIRMATIVE ACTION

No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Mississippi State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits, or be otherwise subjected to discrimination in the performance of this contract. The proposer shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees, notice of non-discrimination.

P. OTHER

The Mississippi Department of Public Safety has approximately 1,100 employees in the following locations:

New Albany, Starkville, Batesville, Greenwood, Meridian, Biloxi, Brookhaven, Hattiesburg, Pearl and Jackson

Sub-Agencies of Mississippi Department of Public Safety:

- 0107 DPS-DIVISION OF PUBLIC SAFETY PLANNING
- 0127 DPS-COUNCIL ON AGING
- 0141 DPS-JUVENILE FACILITY MONITORING UNIT
- 0711 DPS-DIVISION OF SAFETY PATROL
- 0712 DPS-DIVISION OF SUPPORT SERVICES
- 0713 DPS-DIVISION OF CRIME LABORATORIES
- 0714 DPS-DIVISION OF LAW ENF TRAINING ACADEMY
- 0740 DPS-DIVISION OF MEDICAL EXAMINER
- 0742 DPS-OFFICE OF LAW STANDARDS & TRAINING
- 0743 DPS-EMER TELECOMMUNICATIONS
- 0744 DPS-COUNTY JAIL STANDARDS & TRAINING
- 0757 DPS-HOMELAND SECURITY

Successful respondent will need to attend Open Enrollment and Benefits on the Move sessions at each location with a minimum of two (2) representatives. Open Enrollment is held annually during the month of October. Benefits on the Move Session are held twice a year and are considered a customer service tour.

Q. STATE LICENSE

The Company and Insurance agent must be licensed to do business in the State of Mississippi and must be currently in a satisfactory regulatory status with the Department of Insurance, State of Mississippi. Provide copy of licenses in the proposal as Appendix A. The Company must list how long they have operated in the State of Mississippi. **Please note: License should not be expired.**

R. E-VERIFY COMPLIANCE

Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), 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 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. Vendor herein agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Vendor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor understands and agrees that any breach of these warranties may subject vendor 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 vendor by an 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, vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

S. DEBRIEFING REQUEST

A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Commissioner of Public Safety and a copy submitted to the Procurement Division of the MS Department of Public Safety within three business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Commissioner of Public Safety in writing and identify its attorney by name, address, and telephone number. The MS Department of Public Safety will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General or a Representative of the MS Department of Public Safety's Legal Division can be present.

Unless good cause exists for delay, the debriefing should occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to MS Department of Public Safety.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-112 through 7-112.07, Post-Award Vendor Debriefing, of the Mississippi Personal Service Contract Review Board's Rules and Regulations.

T. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, 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.

U. COMPLIANCE WITH LAWS

The Contractor understands that the Mississippi Department of Public Safety 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, genetic information, 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

**THIS FORM MUST BE SIGNED AND
RETURNED WITH PROPOSAL**

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, corporation, that no employee of the Mississippi Department of Public Safety or MSCL or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

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

The prospective contractor represents as a part of such contractor's RFP or proposal that such contractor [] **has** [] **has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

CONFLICTS OF INTEREST

The Offeror [] **is** [] **is not** aware of any information bearing on the existence of any potential organizational conflict of interest.

COLLUSION

I (we) hereby certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Signature

Date

Name (Printed)

Title