

Request for Proposal  
Employee Benefits Management Services

Ellisville State School

Contracting  
Department

1101 Hwy 11S  
Ellisville, MS 39437

[channon.cuevas@ess.ms.gov](mailto:channon.cuevas@ess.ms.gov)

09/14/2023

1. Scope of Services

Ellisville State School and its affiliate, South Mississippi Regional Center (ESS) are requesting proposals for services as 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 ESS. By signing and submitting a response to this Request, the respondent/contractor agrees to comply with and be bound by ESS's contract General Terms and Conditions. The Conditions are attached as "Exhibit C", and ESS reserves the right to amend or add terms and conditions to the final negotiated agreement between the selected vendor and ESS.

3. Format and Procedures for Delivery of Proposals

a. Completed Response Forms must be sent to:

U.S. Mail: Ellisville State School  
Attn: Ms. Channon Cuevas  
1101 Hwy 11S  
Ellisville, MS 39437  
Re: Employee Benefits Management Services

Hand mail: Ellisville State School  
Attn: Ms. Channon Cuevas  
1101 Hwy 11S  
Ellisville, MS 39437  
Re: Employee Benefits Management Services

- 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 Ms. Channon Cuevas no later than 3:00 pm CST, based on ESS official time, October 15, 2023. ESS will not accept or consider any response received after this date.
- d. Receipt of completed proposal responses by ESS does not bind ESS 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 modifications/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.

#### Questions

All questions pertaining to this request must be submitted in writing via email to

[channon.cuevas@ess.ms.gov](mailto:channon.cuevas@ess.ms.gov)

by September 30, 2023, by 2:00 p.m. based on ESS 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. ESS's response(s) to the questions will be sent to all parties. based on ESS official time, via email.

5. Submittal

“We hereby submit the attached proposal for providing an Employee Benefits Management Services Plan Administrator for the Ellisville State School 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

Employee Benefits Management Services

The Employee Benefits Management Services program requires one (1) third-party group to provide various voluntary insurance products as specified herein, and an option to elect administration of the Cafeteria plan for flexible spending and dependent daycare. This solicitation will address the five (5) areas of consideration below:

1. The Successful Proposer shall provide an employee benefits package as specified herein.
2. The Successful Proposer shall provide all activities and procedures to transition discontinued policies offered via payroll deduction to individually paid policies, working with previous providers and affected staff members that wish to continue such coverage.
3. The successful proposer shall provide enrollment and policy change services for the employees of ESS. This will address initial enrollment, policy changes, additions and deletions in a manner that does not involve the payroll or accounts payable staff of ESS. ESS has a preference for off campus and/or online satisfaction of this requirement.
4. The successful proposer shall provide one invoice for services per month, with one amount due from ESS to the proposer per month. Invoice shall be balanced to include all affected transactions, and accuracy shall be in accordance with the False Claims Act (FCA), 31 U.S.C. §§ 3729 - 3733.
5. The successful provider shall provide an internet portal for the conduct of all benefits transactions with the staff of ESS, a "1-800" number for the use of ESS staff for problem resolution, and a direct number (no automated attendant) and permanent contact person for the use of the Administrators of ESS, for issues as needed. This contact should be at the level of at least a junior Vice President of the successful proposer.

Ellisville State School Shall provide:

1. A one-time list at inception of all employees, and their current coverage.
2. A monthly roster of all new hires and terminations since the previous month.
3. One payment per month.
6. The successful proposer shall provide one (1) roster of changes per month, for incorporation into the payroll process, at a date determined by ESS. The purpose of this solicitation is to

revamp the benefits offerings of ESS to provide appropriate, but limited benefits options, and to improve the efficiency and effectiveness in administration over the existing program the ESS currently offers

ESS is a state agency located at 1101 Highway 11 S, Ellisville, MS 39437. ESS currently employs approximately 1,000 employees' total employees, with an annual payroll of approximately \$55 million. See "Exhibit B" for statistical/demographic employee data.

Proposal specifications:

**Item 1.** 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 number(s), address, fax number, and e-mail address. The submitter must provide five (5) 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.

**Item 2.** The Employee Benefits Management Services Plan Administrator is responsible for proposing the following supplemental insurance products, including, but not limited to:

- Dental
- Vision
- Short Term Disability
- Term Life
- Critical Care/Illness/Hospital
- Cancer
- Accident
- Cafeteria Plan Administration- health flexible spending and dependent daycare Employee health flexible spending front-loaded debit card.

Also expected is replacing any supplemental product currently in place as needed to ensure the lowest possible rate for the features currently provided, guaranteed for no less than two (2) calendar years, with the exception of the individual policies noted above.

**Item 3.** Please include in your proposal a response to the following (Two typewritten pages maximum per element -

1. Provide a list of proposed policies, on for each type requested. Include a narrative to provide features of each offering, not to exceed two typed pages per proposed product. Also include a rate sheet. Two Pages per Policy plus rate sheet maximum each.
2. State your experience in general as an Employee Benefits Program Administrator not to exceed 2 typewritten pages.

3. State your experience as 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. 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. ESS will use these references to evaluate the prospective contractor's ability to perform the services. Points will be deducted if ESS is not able to reach all three (3) references, after reasonable attempts. State the experience of the staff that will be working with ESS should you win the award.
4. Describe your plan to migrate existing but discontinued offerings to private pay status.
5. Describe your plan for initial enrollment plus account servicing.
6. Describe your plan to address the specified billing and monthly update procedures.
7. 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 ESS. 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 the express written approval of ESS shall result in the immediate termination of this agreement.

**Proposals shall not exceed a maximum of 32 typewritten pages.**

**Other Information:**

All proposal material submitted to ESS shall become the property of ESS. Expenses associated with the development and delivery of proposals shall be borne solely by submitters and shall not be chargeable to ESS. Any information provided in the proposal that shall be considered proprietary or confidential should be

marked as such or will be subject to potential public disclosure.

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

ESS reserves the right to request additional information including, but not limited to, evidence of financial ability to perform the requested services, as ESS deems necessary to evaluate the submitter's proposal. If necessary, ESS 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 that may require the use of these criteria include proposals that 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 ESS 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 the rejection of the submitter's proposal. This request shall be considered a part of any agreement or authorization, whether written or oral, entered into between ESS and the successful submitter to provide an Employee Benefits Management Services plan administrator. The ESS Program Director has delegated the process of evaluating vendors under this procurement to the ESS Insurance Committee.

The ESS Agency Director has the ultimate authority to bind the agency for contractual purposes and may override the decision of the ESS Insurance Committee if it 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 previously mentioned specifications. Submitters of proposals classified as unacceptable will promptly be sent notification stating the specific reason or reasons it was declared unacceptable.

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

**By submitting a proposal, the Vendor acknowledges the decision of Ellisville State School is final.**

ESS will score the proposal responses to Item #3 on a 10-point per item value system, plus a maximum of 30 points awarded by ESS based on its evaluation of the quality of the offerings, and the opinion of ESS of the professionalism, quality of negotiations, and anticipated prognosis of the future relationship with the potential successful offeror. The top 2 submitters of the proposals with the highest number of points will present their proposals in person to the Insurance Committee of ESS. The time allotted for the presentation shall be 30 minutes. ESS will inform the applicable submitters of their assigned time to present to the Insurance Committee via email. The presentation will have a proposal rating criterion based on products provided and the plan of action for implementation.

The final score will be determined according to the degree of compliance made in the proposal in meeting each component of 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 in October 2015 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.

#### Additional Components

Product offerings shall remain unchanged for a period of 2 years. After a period of 2 years, two additional offerings may be solicited via open enrollment, after approval of the ESS insurance committee. This process will repeat every two years.

The successful proposer will be responsible for arranging for private billing of all existing policies offered by Ellisville State School.

The successful proposer shall accomplish all policy changes, additions and deletions off-site. The proposer shall submit one invoice per month, for activity for the billing period, reconciled based upon the above transactions, with one amount payable. The utmost accuracy shall be provided as incorrect billings shall be referred to the Office of the Mississippi Attorney General under penalty of the False Claims act.

Once per month, by a date established by ESS, a list of employee changes shall be submitted reflecting changes to be incorporated on the appropriate payroll.

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## Exhibit B

### Ellisville State School

Statistical Data as of 08/30/2023

#### GENDER BREAKDOWN

Male – 199

Female – 804

Total Employees – 1003

#### AGE RANGE BREAKDOWN

Age Range	Male	Female
<=30	16	90
31-35	11	52
36-40	31	107
41-45	23	97
46-50	27	119
51-55	27	114
56-60	29	122
61-65	20	73
66-70	9	13
70+	6	17
<b>Total:</b>	<b>199</b>	<b>804</b>

Employee total: **1003**

#### VOLUNTARY PRODUCT PARTICIPATION # of Participants

Dental – 598

Vision – 536

Voluntary Term Life – 32

Critical Care/Illness/Hospital – 154

#### CAFETERIA PARTICIPATION

Employees with pretax premium deduction – 676

Employees with pretax flexible medical pending – 49

Employees with pretax dependent daycare - 0

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## **Exhibit C**

Ellisville State School

### **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. Contractor shall comply with applicable federal, state, and local laws and regulations.

### **AVAILABILITY OF FUNDS**

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

### **PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

### **COMPLIANCE WITH LAWS**

Contractor understands that ESS 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 Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

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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**

(1) **Order to Stop Work:** The procurement officer, may, by written order to Contractor at any time, and without notice to any surety, require 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 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, 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:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, 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 Contractor's properly allocable to, the performance of any part of this contract; and,

(b) Contractor asserts a claim for such an adjustment within 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.

(3) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustments of Price:** Any adjustments in contract prices made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

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## **REPRESENTATION REGARDING CONTINGENT FEES**

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, Management t, or contingent fee, except as disclosed in Contractor's bid or proposal.

## **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 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

## **ACKNOWLEDGMENT OF AMENDMENTS**

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

## **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

## **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 not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

## **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," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

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## **E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). 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. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services 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;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

## **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.

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**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.