



**RFP# HR 2021-02**

**REQUEST FOR PROPOSALS (RFP)  
EMPLOYEE BENEFITS  
SECTION 125 CAFETERIA PLAN TPA AND  
CONSULTING SERVICES**

**Project Manager:**                    **Michaele Williams-Riordon,  
Director of Human Resources**

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**Key RFP Dates**

The following table outlines the planned schedule of major activities related to the RFP distribution, response submission, evaluation and selection processes. Columbia County reserves the right to amend the schedule as necessary.

RFP Issued	Friday, May 28, 2021
RFP Responses due	Friday, June 25, 2021 by 4:00 pm
Product Demonstration (if necessary)	TBD
Vendor Selection	Monday, August 9, 2021
TPA of Record Inception Date	January 1, 2022

**COLUMBIA COUNTY**  
**REQUEST FOR PROPOSAL (RFP)**  
**THIRD PARTY ADMINISTRATION (TPA) AND CONSULTING SERVICES**

**I. BACKGROUND**

Columbia County currently employs approximately 620 full-time and 44 part-time benefit eligible employees. Employees eligible for benefits are those employees who work an average of 35 or more hours per week in permanent positions. Currently there are 101 employees enrolled.

The County's Department of Human Resources strives to provide employee benefit programs that best meet the needs of employees, their dependents and the County, and to assist participants in utilizing their plans effectively. The County currently offers a Section 125 Cafeteria Plan.

In February 2014 an Employee Benefits Review Committee was created to review various options to contain costs and ensure sustainability of providing an employee benefits package designed to attract and retain employees.

**II. PROJECT OVERVIEW**

The County requests proposals from qualified TPA to provide consulting services for a Section 125 Cafeteria Plan

The County seeks a TPA that is well versed in the Section 125 Plans and has experience in advising comparable public agencies and works well with various levels of staff and management. Submitted proposals must meet all requirements set forth in this Request for Proposal (RFP).

**III. SCOPE OF SERVICES**

The County is seeking to name a Third Party Administrator (TPA) for the County's employee Section 125 Plan and is looking for continuity of services in the rapidly changing area of employee benefits. The County is particularly interested in a TPA who can offer creative, innovative approaches, with a proven track record, that allows the County to maintain quality programs and contain or reduce costs.

The selected TPA will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication and improvement of the County's employee Section 125 Cafeteria Plans, but not limited to, the following:

## **A. Analysis and Reporting**

1. Assist the County in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
2. Provide Section 125 Cafeteria Plan administration.
3. Be available to provide various types of reports as needed, such as cost analysis for benefit changes, and other statistical, financial, forecasting, trend, or experience reports.
4. Prepare and present reports on trends, new products and audits, as requested.

## **B. Liaison and Problem Intervention**

1. Act as liaison between the County and the IRS.
2. Provide day-to-day consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans, and assisting employees with selecting plans that meet their needs.
3. Provide timely customer service and assistance to staff employees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.

## **C. Compliance**

1. Assist with ongoing plan administration and ensure that programs are in compliance with Local, State, and Federal legislation.
2. Provide on-site training to County staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of Section 125 Plans.
3. Review and disseminate information to staff on new or revised State, IRS and Federal legislation that impacts benefits programs.
4. Assist County staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for Section 125 plans.

5. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.

#### **D. Annual Renewal Process and Evaluation**

1. Provide communication development and support for the annual enrollment period, new benefit offerings and/or changes to the existing benefits offerings.
2. Attendance at, and assistance with, coordination of the annual Benefits Fair and Open Enrollment meetings.

#### **E. Other Service Requirements**

1. Recommend and help develop enhancements and improvements for communications specific to the needs of the County's employees including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, and employee orientation materials.
2. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.
3. Be assessable to visit County departments transitioning employees.
4. Provide enrolled employees with web-based or smartphone application access to their account information.
5. Provide enrolled employees with a pre-loaded account Debit/Credit card for annual expenditures/claims.

### **IV. INSTRUCTIONS TO PROPOSERS**

#### **A. Examination of Proposal Documents**

By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the County's objectives.

## **B. Submission of Proposals**

Licensed Insurance TPAs are invited to submit proposals outlining their qualifications, competence and capability to provide services for the County. The purpose of this process is to choose a TPA of Record to represent the County in matters concerning, Section 125 Cafeteria Plans for a period of three (3) years with two (2) additional one (1) year mutual renewals, commencing January 1, 2022, subject to the subsequent mutual agreement to the County and the selected TPA.

All proposals shall be addressed and submitted to the Director of Human Resources listed on the cover page of this RFP. Proposals must be delivered no later than 4:00 p.m., Friday, June 4, 2021 at that time proposals will be publically opened by the Director of Human Resources.

**Late proposals will not be accepted.**

The proposer shall submit one (1) original and (3) copies of its proposal in a sealed envelope, addressed as noted above, bearing the proposer's name and address and clearly marked as follows:

With regard to any proposals sent by mail to the County, the proposer shall be solely responsible for its delivery to the County no later than 4:00 p.m., June 4, 2021. Any proposals received subsequent to the date and hour set herein because of delayed mail delivery or for any other reason will not be considered by the County.

## **C. Withdrawal of Proposals**

A proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering a written request for withdrawal signed by, or on behalf of, the proposed by mail or e-mail to the Project Manager listed on the cover page of this RFP.

## **D. Rights of the County**

**This RFP is not in any way to be construed as an agreement, obligation or other contract between the County and any person or firm submitting a proposal, nor does it obligate the County to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.**

Proposals submitted in response to this request become the property of the County and are subject to the provisions of the New York Laws after the announcement of award is made.

The County may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the proposer and require additional evidence or qualifications to perform the services described in this RFP. Contract award will be made, at the sole discretion of the County, based on the evaluation of all responses, applying all criteria and oral interviews is determined to be the best qualified to perform the scope of services.

The County reserves the right to:

1. Obtain clarification of any point in a proposer's response or to obtain additional information necessary to properly evaluate a particular response.
2. Reject any or all proposals.
3. Cancel the Request for Proposal in part or in its entirety without explanation to the proposers.
4. Issue subsequent Requests for Proposal.
5. Remedy technical errors in the Request for Proposal process.
6. Approve or disapprove the use of particular subcontractors.
7. Negotiate with any, all or none of the proposers.
8. Solicit best and final offers from all or some of the proposers.
9. Award a contract to one (1) or more proposers.
10. Accept other than the lowest offer.
11. Waive informalities and irregularities in proposals.

#### **E. Contract Type**

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a firm, fixed, not to exceed contract.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance and Indemnification language. If a proposer desires to take exception to the Agreement, proposer shall provide the following information as a section of the proposal identified as Exceptions to the Agreement:

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant attachments.
2. Proposer shall furnish the reasons for exception, as well as specific recommendations for alternative language.

#### **F. Collusion**

By submitting a proposal, each proposer represents and warrants that its proposal is genuine and not a sham or collusive, or made in the interest of, or on behalf of, any person not named therein; that the proposer has not directly or indirectly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

### **V. PROPOSER'S MINIMUM QUALIFICATIONS**

#### **A. Qualifications of the Firm**

1. The proposer shall have at least ten (10) consecutive years of experience in New York providing TPA services and benefits consulting services to public or private entities. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity to the County's.
2. The proposer must be legally authorized to do business in the State of New York and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.
3. The proposer shall have experienced management staff, possessing comprehensive knowledge of benefit administration pertaining to public employers.
4. The proposer shall possess knowledge of applicable laws, regulations and codes and shall be familiar with local conditions and trends relating to group insurance in New York.

5. The proposer's office must provide assurance of reasonable staffing continuity over the contract period, preferably based in the Albany Metro area.

**B. Qualifications of the Staff**

1. The staff member assigned to the County's account shall have:
  - a. TPA benefit administration and client management experience and provide credentials documenting professional experience, employment history and education.

**VI. PROPOSAL FORMAT AND CONTENT**

**A. Format**

Proposals shall be made in the official name of the firm or individual under which the vendors business is conducted (including the official business address). Proposals shall be typed and be as brief as possible and not include any unnecessary promotional materials. Six (6) copies of the proposal are required.

**B. Content**

1. **General Information:** Complete the attached General Information Form (Attachment A) and place the form in the front of all proposal submission. This form should be signed by a person duly authorized to bind the firm and proposed account team to submit a response to this RFP solicitation. In addition, complete TPA Questionnaire (Attachment C) and include with proposal submission.
2. **Profile of Firm:** This section shall include the firm name, date established and the address of the office that would be assigned the Columbia County account. Include a brief description of the firm's history, size, growth, philosophy and culture, number of employees and number of years in business under the same name, including specific experience with the public sector. Include a discussion on the firm's financial stability, capacity and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from: (a) any project undertaken by the proposer or by 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.

3. **Qualifications of the Firm:** This section shall include a brief description of the proposer's and any sub TPA's qualifications and summary of previous experience on similar or related projects. Provide a firm and an account team client list from the past five (5) years, including any and all public entity client accounts, and a description of pertinent insurance programs negotiated for those entities; the number of covered employees/retirees for each client; the time period services have been provided to each account; the total project cost; and a brief statement of the firm's adherence to the schedule and budget for each project. Include as account contacts individuals who may be contacted by the County for references (use Attachment D format). Be sure to list contact name, organization, title, e-mail address and telephone number for each account.
4. **Project Staffing:** The proposer is required to list the key individuals who will be assigned to the account, their qualifications and disciplines. The proposer's staff member who will be handling the County's account will be an important factor considered by the Committee. This section shall discuss how the proposer would propose to staff this project. The proposer shall include the following:
  - a. Identify the names and office locations of the Account Manager and key personnel who will be assigned to the County's account. Describe their areas of responsibility, experience and professional qualifications in those areas with emphasis on public sector organizations.
  - b. Provide a complete description of the organizational structure of the company and the method by which work is accomplished. Include an organizational work flow chart with description of duties of the proposed account team members.
5. **Services:** Describe the following:
  - a. A complete description of services to be provided. Include both services outlined in this written request, as well as additional recommended services, including a description of any and all unique TPA consulting services the firm will offer the County, please specify if these services are to be provided by the firm's staff or through an affiliate of the firm.

- b. A description of the group Section 125 Cafeteria Plans and by the specific office to which the County's account would be assigned.
- c. A description of technical or professional support available at no extra cost through the firm, such as legal counsel, communications, technology support or others.

6. **Client Communication:** Describe the following:

- a. Proposal to maintain open and prompt communication with employees and County staff seeking assistance from the selected TPA.
- b. Proposal to maintain open and prompt communication with all County staff involved in benefit issues.

7. **Cost/Pricing Information:**

This section shall include the proposer's price for performing the services discussed in the scope of work.

- a. Include a comprehensive specific description indicating how the firm would price the County's account and the estimated annual cost of the services.
- b. Indicate whether pricing is based on an annual fee, fee for service, commission or a combination of two or more.
- c. Include any and all commissions and fees that the firm would expect to receive from the existing programs for services requested herein, as well as additional services that are being recommended.
- d. Identify any split commission or joint marketing arrangements with other agents, TPAs, firms or associations.
- e. With this description, please include an explanation as to how the firm would provide the County with the best price at the time of negotiations.

The County reserves the right to review and/or audit any records of the selected TPA related to commissions, fees, etc. related to the County's account.

Additionally, prior to award of a contract, the successful proposer shall be required to submit two (2) years of the firm's most recently completed financial statements, including footnotes and auditor's opinion, or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

8. **Other:** Proposals shall also include:

- a. Descriptions of any affiliations or business relationships with any employee, officer, contractor or official of the County.
- b. The selected TPA's office hours (all locations) and availability of all staff members assigned to the County's account, including a list of dates the office is closed and/or staff is unavailable due to holidays, vacations and other reasons.
- c. Details of any changes in ownership that have occurred in the last three (3) years. Details of any anticipated mergers, transfers of organization or ownership, management or departure of key staff members within the next twelve (12) months.
- d. Identify and describe any parent or affiliated companies and/or joint ventures. Please discuss any potential conflict of interest with consulting/management that may occur as a result of your firm's relationship with such affiliates and/or joint ventures.

**ATTACHMENT A**

**GENERAL INFORMATION FORM**

**(To be completed by the proposer and placed at the front of your proposal)**

\_\_\_\_\_  
Legal Name of Firm

\_\_\_\_\_  
Firm's Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Firm's Fax Number

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Firm's Web Site Address

\_\_\_\_\_  
Type of Organization (Corporation, Sole Proprietorship, Partnership, etc.)

\_\_\_\_\_  
Business License (documented)

\_\_\_\_\_  
Taxpayer ID Number (Federal)

\_\_\_\_\_  
Name and Title of Project Manager

\_\_\_\_\_  
Name, Title and Phone Number of Person Project Correspondence Should be directed to

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Listing of Major Subcontractors Proposed and Areas of Responsibility/Phone Number

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Person Signing Completion of General Information Form

**ATTACHMENT B**  
**TPA QUESTIONNAIRE**

Please submit answers to ALL questions.

1. What is your client to TPA ratio?
2. Does your firm have any conflict of interest policy? If so, please provide a copy.
3. What are three to four key things we should look for when hiring a TPA?
4. What is your firm's policy/standard for returning:
  - a. Phone calls?
  - b. E-mails or written questions?
5. If you are the successful new TPA, outline your transition plan with dates, tasks and responsible parties.
6. How many days of advance notice would your company require in order to attend ad-hoc (subcommittee) meetings?
7. How do you track and communicate legislative updates to your clients?
8. How do you track and communicate industry trends to your clients?
9. Describe how your firm would handle ad-hoc projects that arise due to changes in legislation or other events which create additional service needs for the County.
10. Provide an example that demonstrates your firm's ability to be proactive in finding opportunities to enhance benefits and services.
11. Should your firm engage the service of a sub TPA for the County's account, provide the firm's name/names, relevant experience and contact information for the persons who would be the primary and secondary contacts for this engagement.
12. Would the sub TPA's primary and secondary contacts for this engagement make decisions on behalf of your firm?
13. Tell us how you monitor and report on provider performance.
14. Please provide a description of the services you can provide for Section 125 Cafeteria Plan administration, if any, and/or assistance with determining if outsourcing is the best option and the corresponding cost for these services.

15. Do you have access to a benefits attorney who could render opinions to the County? If so, please provide the cost for this service.
16. What services does your firm provide for developing Open Enrollment and New Employee Orientation materials? Please provide a separate cost for each program (open enrollment and new employee orientations).
17. Are there any other relevant consulting services that are not listed that you will provide as part of your consulting services to the County? Please provide the cost for these service

**ATTACHMENT C**

**CLIENT REFERENCES**

Instructions: Provide at least three (3) current and two (2) past clients. At least two (2) of these clients should be public entities. Copy this form as appropriate.

Name of Client:	
Client Address	
Client Contact Name(s) and Title(s)	
Client Contact Phone Number(s)	
Brief description of work performed for this client (use additional sheets if necessary):	

**NON-COLLUSION STATEMENT**

**GENERAL MUNICIPAL LAW SECTION 103-D**

By submission of this proposal, each Vendor and each person signing on behalf of any Vendor, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communications oral agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
  
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor; and
  
- 3) No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
FIRM AND TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE



## Contract Terms and Conditions

The County requires that the firm selected enter into the County's standard Professional Services Agreement, which will embody the terms of this RFP, and that the firm provide the County with a standard engagement letter. If the firm selected does not execute an agreement within 30 days after being presented with one, the County reserves the right to award the auditing work to the next qualified firm.

The firm selected will not discriminate against any person in violation of any federal, state, or and local laws while conducting auditing services for the County.

The County shall furnish all information, data, reports, and records necessary for performing the audit, and the County shall cooperate with the firm in every way possible.

The firm shall not assign or transfer any interest in this agreement without the prior written consent of the County.

No reports, information, or data given to or prepared by the firm under this agreement shall be made available to any individual or organization by the firm without prior written approval of the County.

All work received by or produced by the firm under this agreement shall be the property of the County without restriction or limitation upon its use.

The County shall pay for services on the basis of the approved fee schedule per the agreement. Progress payments may be billed monthly, beginning on January 1 of each calendar year, for services rendered to date. The County will retain 1/3 of the total contract price until submission and delivery of the final audit reports.

The firm at its expense shall procure and shall maintain the following insurance:

a) Worker's Compensation and Employees Liability Insurance: A policy or policies providing protection for employees of the obligor in the event of job related injuries.

b) General Liability, including Comprehensive Form, Contractual, Premises/Completed Operations and Broad-Form Property Insurance shall be furnished with limits of not less than:

Liability	Each Occurrence	Aggregate
Bodily Injury & Property Damage	\$1,000,000	\$2,000,000

c) Professional Liability Insurance: A policy providing coverage for damages and costs associated with liability and defense based upon the firm's professional errors or omissions with limits not less than \$2,000,000.

No work shall be commenced under the agreement until the firm has delivered to the County proof that all required insurance has been procured. Each policy of insurance shall be in form and content satisfactory to the County, shall name the County as an additional insured,

and must provide that the policy will not be changed or canceled until 30 day's written notice has been given to the County.

If at any time any of the policies becomes unsatisfactory to the County, the firm shall promptly obtain a new policy and submit proof of such insurance to the County for its approval. Upon failure of the firm to maintain such insurance as above provided, the agreement may be declared suspended or terminated, at the County's election. Failure of the firm to maintain any required insurance will not relieve the firm from any liability under the agreement.

The firm and the County will mutually indemnify each other from claims or damages arising from negligence.