



Release Date: May 6, 2014

Due Date: June 3, 2014

**REQUEST FOR PROPOSALS**

**FOR**

**EMPLOYEE BENEFITS AND  
ACTUARIAL CONSULTING SERVICES**

**RFP NO. 14-061SS-AM**

**ALBUQUERQUE PUBLIC SCHOOLS**

**EMPLOYEE BENEFITS DIVISION  
OF THE HUMAN RESOURCES DEPARTMENT**

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# I. INTRODUCTION

## 1.0 Overview

The Albuquerque Public Schools (APS) seeks a firm in accordance with the specifications contained in this Request for Proposal (RFP). In particular, the services requested herein and to be provided under any contract awarded as a result of this RFP are for employee benefits and actuarial consulting and related projects.

## 1.1 Purpose of this Request for Proposal

The Assistant Superintendent of Human Resources of the Albuquerque Public Schools is requesting proposals from qualified offerors to provide employee benefits and actuarial consulting services for its employee benefit plans. Pursuant to Health Care Purchasing Act, HB 358, New Mexico Public Schools Insurance Authority (NMPSIA) and New Mexico Retiree Health Care Authority (NMRHCA) will be participating in the RFP process and may use the awarded price agreements. The State of New Mexico Risk Management Division has opted not to participate in this RFP process during this cycle. Various pricing structures (Amendment D) are included to accommodate the needs of all agencies.

This RFP is intended to solicit responses from a qualified firm that is interested in providing the services listed below.

- The selected consultant will be expected to provide a full range of consulting and actuarial services related to claims analysis, benchmarking, budget projection, marketing, plan design, implementation, maintenance, communication, and strategic improvements of all benefits programs.
  - The consultant must be proficient in handling all phases of self-funded Medical, Dental, Vision, and Prescription Drug plans to include establishing contribution amounts.
  - In addition, the consultant will be expected to be knowledgeable about Flexible Spending Accounts, Group and Supplemental Life, AD&D, Retiree Life insurance, Short and Long Term Disability, Voluntary Benefit Plans (Auto, Homeowners, Cancer & Accident, and Universal and Whole Life Products), Long-Term Care insurance and Employee Assistance Programs
  - Assistance with Retirement Savings Plans (403(b) and 457 plans) is part of the services required.
- The consultant will be required to assist in the development and growth of Employee Wellness Programs.
- Consultant will assist with **research** and evaluation of the feasibility of establishing an on-site clinic or clinics.
- Consultant will provide annual fiscal year **actuarial** certification of required Incurred but not Reported (IBNR) Reserves for all self-funded plans.
- GASB 45 actuarial valuation services for **Post-Retirement Benefit Plans**.

## 1.2 Scope of Procurement

The scope of procurement is to establish a professional services contract with a qualified consultant. The initial agreement will secure an agreement with a firm who has the ability and resources to, and will, provide employee benefits and actuarial and services related projects as needed.

### 1.3 Procurement Manager

The agency has designated a Procurement Manager who is responsible for the conduct of this procurement. The Procurement Manager's name, address, and telephone number are listed below:

Name: Sandra Sanchez,  
C.P.M., A.P.P., CPPO, CPPB  
Title: Procurement Manager  
Albuquerque Public Schools  
PO Box 25704  
Albuquerque, NM 87125  
  
Telephone: 505-878-6116  
Fax Number: 505-830-1161  
Email: sanchez\_ss@aps.edu

**Special Instructions:** Complete the RFP documents as required. Your response must be received in the APS Procurement Department prior to the specified date and time regardless of above delivery option selected. **Late RFPs are not accepted and will be returned unopened.** To ensure proper identification and handling, clearly indicate the RFP number and the response due date on the outside of the sealed envelope, box, etc.

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other Albuquerque Public Schools employees or the two other IBAC agencies do not have the authority to respond on behalf of APS.

### 1.4 Definition of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

**1.4.1** “Agency” or “APS” means Albuquerque Public Schools.

**1.4.2** “Award” or ‘Award of Contract’ shall mean a formal written notice by APS that APS has selected a firm to enter into a contract for services.

**1.4.3** “Close of Business” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

**1.4.4** “Contract” means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

**1.4.5** “Contract Manager” means the individual selected by the Albuquerque Public Schools to monitor and manage all aspects of the contract resulting from this RFP.

**1.4.6** “Contractor” means a successful Offeror who enters into a binding contract.

- 1.4.7 “Deliverable”** means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.
- 1.4.8 “Desirable”** The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).
- 1.4.9 “Department”** For the purposes of administrating the RFP and associated proposals, “Department” means the Employee Benefits Division of the Human Resources Department.
- 1.4.10 “Determination”** means the written documentation of a decision of a Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.
- 1.4.11 “Director”** The Executive Director of the Albuquerque Public Schools Procurement Department or a designated representative.
- 1.4.12 “Employer”** means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.) Such definition does not include governmental entities.
- 1.4.13 “Evaluation Committee”** means a body appointed by the Albuquerque Public Schools management to perform the evaluation of Offeror proposals.
- 1.4.14 “Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the Executive Director of Procurement for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.
- 1.4.15 “Finalist”** is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.
- 1.4.16 “Mandatory”** The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
- 1.4.17 “Milestone”** means a significant event in a project, usually the completion of a major deliverable.
- 1.4.18 “Albuquerque Public Schools Employee”** means any employee of the Albuquerque Public Schools, performing the majority of their work within the Albuquerque Metropolitan area, for any school or department regardless of the location of the employer’s office or offices.
- 1.4.19 “Offer”** means to make available to all New Mexico employees, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

- 1.4.20 “Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
- 1.4.21 “Procurement Manager”** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
- 1.4.22 “Purchasing Agent”** means the purchasing agent for the Albuquerque Public Schools or a designated representative.
- 1.4.23 “Request for Proposals”** or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- 1.4.24 “Requirements”** are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.
- 1.4.25 “Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources production, or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.
- 1.4.26 “Responsive Offeror Responsive Proposal”** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.
- 1.4.27 “Solicited and Awarded”** means an ITB or RFP was made available to the general public, through any means, after May 6, 2014, AND the contract(s) sought as a result of that solicitation was/were awarded after May 6, 2014.
- 1.4.28 “Solicitations”** means ITBs and RFPs
- 1.4.29 “Volume”** means RFP documents to be placed in individual sections as outlined in response format and organization. Volume #1, #2, and #3 can be either binders, spiral bound, folders, stapled, etc.

## **1.5 Background Information**

This section provides background information on the Albuquerque Public Schools, NMPSIA, and NMRHCA which may be helpful to the Offeror in preparing the proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

The Assistant Superintendent of Human Resources or designee is responsible for the coordination of employee benefits and actuarial consulting services for various departments, schools, and charter schools.



APS is the largest school district in New Mexico and one of the nation's largest school districts, covers more than 1,230 square mile geographical area that presently encompasses all the Albuquerque metro area in Bernalillo County and one school in Sandoval County. Currently, the district has 140 schools: 13 high schools, 11 alternative high schools, 27 middle schools, 89 elementary schools plus 20 Charter Schools in 2012-2013. Additional schools and/or departments may be added to APS during the life of any resulting contract. APS has approximately 89,500 students and 13,500 employees, 12,907 full time and 6,500 teachers, and 2,081 classroom educational assistants.

An elected Board of Education composed of seven members serving staggered terms of four years each governs the District. The Superintendent is Winston Brooks.

On April 8, 1997, the State of New Mexico Legislature passed the Health Care Purchasing Act, HP 358 mandating requests for proposals for group health care benefits involving four agencies. The Interagency Benefits Advisory Committee (IBAC) consists of Albuquerque Public Schools (APS), State of New Mexico – Risk Management Division \* (SNM – RMD), New Mexico Public Schools Insurance Authority (NMPSIA), and New Mexico Retiree Health Care Authority (NMRHCA). The New Mexico Health Care Purchasing Act was enacted to ensure public employees, public school employees and retirees of public employers and the public schools access to more affordable and enhanced quality of health insurance/coverage through cost containment and savings affected by procedures for consolidating the purchasing of publicly financed health insurance/coverage.

Effective February 1, 1999, the IBAC agencies entered into The Joint Powers Agreement (JPA). The purpose of the JPA is to authorize the parties to exercise their common powers to provide and administer health care insurance programs, and to implement the purposes of the Health Care Purchasing Act, HP 358, which includes:

- Issuing and release of separate and combined requests for proposals for group care benefits coverage;
- Requests for proposals for consultants and administrators related to such coverage;
- Receipt of such proposals to maximize health care values and the efficient use of public resources.

The four (4) agencies are not required to select the same providers, carriers, consultants, and do not utilize the same plan year.

\* Note: The State of New Mexico is not participating in this RFP.

The successful Offeror(s) must share the philosophy of and understand the legal obligation of APS to be a responsible steward of public funds and the need to aggressively control costs in an innovative and effective manner.

## **Albuquerque Public Schools ([www.aps.edu](http://www.aps.edu))**

APS provides insurance coverage for all active full-time employees, including employees at 89 elementary schools, 27 middle schools, 13 high schools, and 11 alternative schools. APS, by statute, is the only New Mexico public school district not participating in the New Mexico Public School Insurance pool. With approximately 11,000 benefit eligible employees, APS currently covers approximately 17,400 members under its two (2) medical plans, 17,800 members under its two (2) dental plans, and 16,500 members under its vision plan. Participation in the APS plans is exclusive to the APS district. The APS plan year runs from January through December. All full-time employees (those who work 30 or more hours per week) are eligible for benefits. There is also a small group of grandfathered employees working less than 30 hours per week who are eligible for most benefits. COBRA is administered in-house and participation averages 200 enrollees per month. Approximately 3,000 retirees participate in the APS contributory Life Insurance program. These figures are subject to change and are included only for the offeror's reference, and do not indicate a commitment to maintain any particular level of enrollment.

There are six separate bargaining units (unions) within APS, which represent APS teachers, educational assistants, secretarial/clerical workers, maintenance and operations workers, food service personnel and school police.

Regarding annual enrollment opportunities for individual participants, APS conducts an annual switch/open enrollment for the medical, dental, vision, Flexible Benefits (Health Care FSA and Dependent Care FSA) plans each October. The next switch enrollment will be held for the January 2015 plan year. Participants are required to make a two-year dental and vision election. Regarding premium/fee billing, APS remits to the vendor for either ASO fees or premiums on a monthly basis.

### APS offers a comprehensive benefits program to eligible employees which include:

- Self-funded medical plans with two (2) carriers
- Self-funded prescription drug plan managed by a PBM
- Self-funded dental plan, two (2) plan options
- Self-funded vision plan
- Fully insured Long Term Disability plan
- Fully insured Basic Life/AD&D, Voluntary Additional Life, Voluntary Dependent Life
- Voluntary Long Term Care Plan
- Employee Assistant Plan administered by the district
- Defined Benefit Pension Retirement Plan – Through the Educational Retirement Board
- Voluntary 403(b) and 457 retirement savings plans
- Pre-Tax insurance Premium Plan (PIPP)
- Flexible Spending Accounts – Medical Spending Accounts and Dependent Care Spending Account
- Administrator's Sick Leave Bank – Non represented employees
- Sick Leave Bank – Represented employees

The current APS benefits program is contributory with the district contributing to both employee and dependent premiums based on the following salary schedule.

Annual Salary less than 29,000      80%

Annual Salary \$29,000 and above      60%

**New Mexico Public Schools Insurance Authority (NMPSIA)** ([www.nmpsia.com](http://www.nmpsia.com))

NMPSIA provides insurance coverage for 88 New Mexico public school districts, 95 charter schools, and 25 other educational agencies across the state of New Mexico. NMPSIA covers approximately 60,000 members under its two (2) medical plans, one (1) dental plan, and vision plan. All public school districts (other than Albuquerque Public Schools), and charter schools currently participate in NMPSIA, but may opt out once every four years, subject to proof of comparable alternatives. Other educational entities may also elect to join. Regarding annual enrollment opportunities for individual participants, NMPSIA has an open enrollment each January for medical, dental and vision. Participants are required to make a two-year vision election. Regarding premium / fee billing, NMPSIA has 208 different subgroups, but one consolidated billing is prepared by their TPA (ERISA Administrative Services) and remitted to the vendor for either ASO fees, or premiums.

NMPSIA offers the following benefits:

- Self-funded medical plans with two (2) carriers, two (2) plan options
- Self-funded prescription drug plan managed by a PBM
- Self-funded dental plan, one (1) plan option
- Fully-insured vision plan
- Fully-insured Long Term Disability plan
- Fully-insured Basic Life, Voluntary Additional Life, Voluntary Dependent Life

**New Mexico Retiree Health Care Authority (NMRHCA)** ([www.nmrhca.state.us](http://www.nmrhca.state.us))

The NMRHCA provides benefits for all retirees and their dependents from public agencies that participate in the program. Retirees from NMPSIA, SNM - RMD, and APS, as well as other public sector agencies participate.

The NMRHCA covers approximately 15,000 retired employees under age 65 and their 7,000 dependents, and approximately 22,000 retired employees over age 65 and their 8,000 dependents, for a total of approximately 52,000 lives. Any retirees of public employers participating in the NMRHCA are eligible to participate. Public plans may elect to join annually. Participation petitions from public employers not currently contributing to the NMRHCA are accepted once a year on July first. For those over age 65, NMRHCA offers self-insured Medicare supplement plans and fully insured Medicare Advantage HMO plans. It is also important to note that NMRHCA allows all retirees, both over and under age 65, and their eligible dependents to make independent benefit elections. For example, a retiree's spouse may elect a different medical plan and vendor than those elected by the retiree. Regarding open enrollment opportunities for individual participants, the NMRHCA conducts annual switch enrollments for its medical plans. The enrollment period is held between October and December, and plan changes are implemented effective January first. An open enrollment for dental and vision plans is also conducted during the same period of time. Regarding premium and fee billing, NMRHCA does its own billing.

NMRHCA offers the following benefits:

- Self-funded medical plans (non-Medicare) with two (2) carriers, two (2) plan options
- Self-insured Medicare supplement plans and fully insured Medicare HMO plans with three (3) carriers (include Medicare Part D)
- Fully insured dental plans with two (2) carriers, two (2) plan options
- Fully insured vision plan
- Fully-insured Supplemental Life for Retiree/Spouse, Dependent Child Life

## II. CONDITIONS GOVERNING THE PROCUREMENT

### 2.0 Overview

This section of the document contains the RFP schedule for the procurement, describes the major procurement events and milestones and specifies general conditions governing the procurement.

### 2.1 Sequence of Events

The Procurement Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Estimated Date</u>
2.2.1.	Issue RFP	Albuquerque Public Schools	5/6/14 (Tue)
2.2.2.	Return of acknowledgement of Receipt Form for Distribution List	Potential Offerors	5/9/14 (Fri)
2.2.4.	Deadline To Submit Questions	Potential Offerors	5/13/14 (Tue)
2.2.5.	Response to Written Questions/RFP Amendments	Albuquerque Public Schools	5/16/14 (Fri)
2.2.6.	Submission of Proposal	Offerors	6/3/14 (Tue) 2:00 p.m.(MDT)
2.2.7.	Proposal Evaluation	Evaluation Committee	6/5-19/14
2.2.8.	Selection of Finalists	Evaluation Committee	TBD
2.2.9.	Best and Final Offers from Finalists	Finalists Offerors	TBD
2.2.10.	Oral Presentation/Interview by Finalists if required	Finalists Offerors	TBD
2.2.11.	Finalize Contract	Albuquerque Public Schools Offeror	TBD
2.2.12.	Contract Award	Albuquerque Public Schools	TBD
2.2.13.	Protest Deadline	Offerors	15 Days after the Contract Award

- Dates may be subject to change.

### 2.2. Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph 2.1.

#### 2.2.1 Issue of RFP

This RFP is being issued by the Human Resources Department and the Procurement Department of the Albuquerque Public Schools on May 6, 2014.

## 2.2.2 Return of Acknowledgement of Receipt Form for Distribution List

Potential Offerors **may** hand deliver or return by facsimile or by registered or certified mail the “Acknowledgement of Receipt Form” that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. This form **must** be signed by an authorized representative of the organization and should be delivered to the Procurement Manager no later than the date specified in the Sequence of Events or shortly thereafter. The procurement distribution list will be used for the distribution of important information regarding this procurement. Failure to return this form may constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name may not appear on the distribution list.

## 2.2.3 Deadline to Submit Written Questions

Potential Offerors **may** submit written questions as to the intent or clarity of this RFP until close of business on the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Procurement Manager (see Paragraph 1.3).

## 2.2.4 Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed to all potential Offerors whose organization name appears on the procurement distribution list, via electronic mail (e-mail). A valid e-mail address **must** be provided for this and other purposes. An Acknowledgement of Receipt Form will accompany the distribution package. The form **must** be signed by the Offeror’s representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. **(E-mail replies are acceptable in this case.)**

Failure to return this form may constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror’s organization name may be dropped from the procurement distribution list. Written responses to written questions and any RFP amendment(s) will be posted on the APS website. Go to [www.aps.edu/procurement](http://www.aps.edu/procurement) and click on “See Current Bids and RFPs” link to download amendment(s). It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendment(s) which may have been issued, by revisiting this website prior to the due date before submitting their response to the Albuquerque Public Schools. Any amendment(s) must be acknowledged in the RFP response in Volume #2. **Failure to sign and return any amendment(s) may be considered as non-responsive and RFP response may be rejected.**

Additional written requests for clarification of distributed answers and/or amendments **must** be received by the Procurement Manager no later than two (2) days after the answers and/or amendments were issued, time permitting.

## 2.2.5 Submission of Proposal

ALL OFFEROR PROPOSALS **MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN DAYLIGHT TIME ON JUNE 3, 2014. Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to:

Name: Sandra Sanchez,  
C.P.M., A.P.P., CPPB, CPPO  
Title: Procurement Manager  
Hand Carry or Courier Address: APS Procurement Department  
6400 Uptown Blvd. NE, Ste. 500E  
Albuquerque, NM 87110  
**(Due to elevator replacements, please allow appropriate time for delivery to the Procurement Department location before the deadline time and date from April 21 – September 21, 2014.)**

Name: Sandra Sanchez,  
C.P.M., A.P.P., CPPB, CPPO  
Title: Procurement Manager  
US Postal Service Delivery Address: APS Procurement Department  
PO Box 25704  
Albuquerque, NM 87125  
**(Allow appropriate time for delivery to the Procurement Department location before the deadline time and date.)**

Telephone: 505-878-6116  
Fax Number: 505-830-1161  
Email: sanchez\_ss@aps.edu

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the “Employee Benefits and Actuarial Consulting Services” RFP. Proposals submitted by facsimile or other electronic means will not be accepted. A public log will be kept of the names of all Offerors. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

### **2.2.6 Proposal Evaluation**

The evaluation of proposals will be performed by the Evaluation Committee (EC) appointed by Albuquerque Public Schools management. During this time, the Procurement Manager may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

### **2.2.7 Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors.

## **2.2.8 Best and Final Offers From Finalists**

Finalist Offerors **may** be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by date specified in the Finalist Notification Letter. Best and final offers may be clarified and amended at the finalist Offeror's oral evaluation. APS reserves the right to request Performance Guarantees as part of best and final offers and/or to negotiate Performance Guarantees as part of the contract with awarded Contractor.

## **2.2.9 Oral Presentation/Interviews by Finalists (if required)**

APS reserves the right to request and conduct oral presentations/interviews with finalists. Finalist Offerors will be required to present their proposals and respond to Evaluation Committee questions on date listed in the sequence of events. APS reserves the right to extend the time at its sole discretion. All oral presentations/interviews will be held in Albuquerque, New Mexico. Finalist Offerors will be limited to duration of presentation as determined by the Evaluation Committee.

## **2.2.10 Finalized Contract**

The Contract will be finalized with the most advantageous Offeror. This date is subject to change at the discretion of APS. In the event that mutually agreeable terms cannot be reached within the time specified, APS reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award.

## **2.2.11 Contract Award**

After review of the Evaluation Committee Report and the signed contract, the Albuquerque Public Schools will award the contract on date listed in the Sequence of Events. This date is subject to change at the discretion of the APS Purchasing Manager.

This contract shall be awarded to the Offeror whose proposal is most advantageous taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

## **2.2.12 Protest Deadline**

Any protest by an Offeror must be in conformance with 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the contract award and will end as of 5:00 PM MDT on the fifteenth (15) calendar day following the agreement award. Protests must be written and must include the name and address of the protestor and the request for the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Director. The protest must be delivered to the following address.

Name: Mark Heckart, C.P.M.  
Title: Procurement Director  
Hand Carry or Courier Address: APS Procurement Department  
6400 Uptown Blvd. NE, Ste. 500E  
Albuquerque, NM 87110



**(Due to elevator replacements, please allow appropriate time for delivery to the Procurement Department location before the deadline time and date from April 21 – September 21, 2014.)**

Name: Mark Heckart, C.P.M.  
Title: Procurement Director  
US Postal Service Delivery Address: APS Procurement Department  
PO Box 25704  
Albuquerque, NM 87125  
**(Allow appropriate time for delivery to the Procurement Department location before the deadline time and date.)**

Telephone: (505) 878-6112  
Fax No: (505) 830-1161  
E-Mail: heckart\_m@aps.edu

Protests received after the deadline will not be accepted.

### **2.3 General Requirements**

This procurement will be conducted in accordance with the State Procurement Code, Chapter 13-1-28-thru §13-1-199 NMSA 1978 and applicable procurement regulations.

#### **2.3.1 Acceptance of Conditions Governing the Procurement**

Offerors **must** indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in the Section V of this RFP.

#### **2.3.2 Incurring Costs**

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

#### **2.3.3 Contractor Responsibilities**

The contractor shall solely be responsible for performance under this contract. APS will make contract payments only to the prime contractor.

#### **2.3.4 Subcontractors**

The use of subcontractors is allowed but discouraged. If utilized, the prime contractor shall be solely responsible for the entire performance of the contract. Additionally, the prime contractor must receive approval, in writing, from APS before any subcontractor is used during the term of this agreement.

### **2.3.5 Fingerprints and Background Checks**

**Per Section 1 Section 22-10-3.3 NMSA 1978 (being Laws 1997, Chapter 238, Section 1)** New Mexico Statutes and State Board of Education Rules require that all applicants who have been offered employment, contractors, and contractor's employees with unsupervised access to students be fingerprinted in order to establish positive identification for a state and federal criminal background check. Albuquerque Public Schools will also require said applicants or prospective contractors to pay for the cost of obtaining the fingerprints and background check. Employment or contract may be denied under the Criminal Offender Employment Act if the background check reveals a history of convictions of felonies or misdemeanors, or other information (supported by independent evidence) that could establish unfitness for working in proximity to children and youth. Records and any related information shall be privileged and shall not be disclosed to a person not directly involved in the employment decision regarding the applicant or contractor.

If your proposal is accepted and a contract is awarded, contractor(s) may complete the fingerprinting process prior to serving APS students. Ongoing contractor(s) and/or contractor's staff/employees may be required to complete the finger printing process every two (2) years. Fingerprints are taken on a walk-in basis at APS Central Office, 6400 Uptown Blvd. NE, Suite 105E, Albuquerque, NM 87110. Fingerprinting hours are 8:00 AM – 3:30 PM, weekdays. APS no longer collects fees for background checks. Candidates must bring picture identification, a **Visa or MasterCard Debit/Credit card, or money order in the amount of \$44.00 payable to 3M Cogent**. Cash and personal checks are not acceptable.

The APS Personnel Department will forward the cards and funds to the State and the Federal Bureau of Investigation. Receipt of a report requiring further investigation may result in suspension or cancellation of the contract.

### **2.3.6 Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. APS personnel will not merge, collage, or assemble proposal materials.

### **2.3.7 Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative(s) addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### **2.3.8 Proposal Offer Firm**

Responses to this RFP, including costs, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited by the Procurement Manager.

### **2.3.9 Disclosure of Proposal Contents**

The proposals will be kept confidential until Contracts are awarded by the APS Procurement Department. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Confidential data are normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Albuquerque Public Schools Purchasing Manager shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

### **2.3.10 No Obligation**

The procurement in no manner obligates the Albuquerque Public Schools or any of its departments, schools, and charter schools to the use of Offeror services until a valid written contract is approved.

### **2.3.11 Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Procurement Department determines such action to be in the best interest of the Albuquerque Public Schools.

### **2.3.12 Sufficient Appropriation**

The terms of any contract entered into are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of such Agreement(s). If sufficient appropriations and authorization are not made the Legislature, such agreement(s) shall terminate upon a written notice being given by the Procurement Department to the Contractor. The Procurement Department’s decision as to whether appropriations are available shall be accepted by the Contractor and shall be final. However, the Procurement Department agrees not to use insufficient appropriations as a means of terminating this Agreement in order to acquire functionally equivalent services from a third party.

### **2.3.13 Legal Review**

The Agency requires that all Offerors agree to be bound by the general requirements as stated in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

### **2.3.14 Governing Law**

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

### **2.3.15 Basis for Proposal**

Only information supplied by the Agency in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

### **2.3.16 Contract Terms and Conditions**

The contract between the Agency and a contractor will follow the format specified and contain the terms and conditions set forth in the "Scope of Work." However, the Agency reserves the right to negotiate with a successful Offeror provisions in addition to or modifications of those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Agency's terms and conditions, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording.

### **2.3.17 Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Agency.

### **2.3.18 Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

### **2.3.19 Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in 13-1-83 and §13-1-85 NMSA 1978.

### **2.3.20 Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

### **2.3.21 Change in Contractor Representatives**

The agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

### **2.3.22 Notice**

The Procurement Code, 13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

### **2.3.23 Proposal Acceptance Rights**

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

### **2.3.24 Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or work which may derive from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

### **2.3.25 Ownership of Proposals**

All documents submitted in response to the RFP shall become the property of the Agency.

### **2.3.26 Confidentiality**

Any confidential information provided to, or developed by, the Contractor in the performance of the services under this contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Contractor(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

### **2.3.27 Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have and provide a valid e-mail address to receive this correspondence.

### **2.3.28 New Mexico Employees Health Coverage**

- 2.3.28.1 If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain during the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2014, if the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.
- 2.3.28.2 Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the APS.
- 2.3.28.3 Contractor agrees to advise all employees of the availability of State publically financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

### III. RESPONSE FORMAT AND ORGANIZATION

#### 3.0 Overview

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

#### 3.1 Number of Responses

Potential offerors shall submit only one proposal in response to this RFP.

#### 3.2 Number of Copies

Offerors shall deliver the number of copies of their proposal indicated in Section 3.4.1 below to the location specified in Paragraph 2.2.5, on or before the closing date and time for receipt of proposals. If submitting more than one box or envelope, etc., for RFP documents, label each box or envelope: 1 of 3, 2 of 3 and 3 of 3, etc. Within each section of their proposal, Offerors should address the items as they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposal. **APS will not make copies of RFP's and RFP will be considered as non-responsive and will be rejected if copies are not submitted**

#### 3.3 Proposal Format

All proposals must be typewritten on standard 8 ½ x 11 paper and placed within the specified volumes with tabs delineating each section. Each volume must be physically separate. (Also reference paragraph 3.4.5 Marking of Volumes.)

#### 3.4 Proposal Organization

The following requirements apply to proposal organization and content. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

##### 3.4.1 Organization and Indexing

The proposal must be organized, indexed and pages numbered in the following format and must contain, at a minimum, all listed items in the sequence indicated with a tab for each item listed below. Proposals that differ from the described format may be rejected. See Definition of Terminology for "Volume" Page 2.

**Volume #1 (Mandatory)** [1 original + 7 copies + 1 electronic copy (8 separate volumes (copies) total) required]

- a. Letter of Transmittal Form Copy (Original in Volume #2) (Appendix B)
- b. Table of contents
- c. Proposed Summary (\*Optional)
- d. Response to Specifications

**Volume #2 (Mandatory)** [1 original + 1 copy (2 separate volumes (copies) total) required]

- a. Original Acknowledgement of Receipt Form (Appendix A)
- b. Letter of Transmittal Form Original (Appendix B)
- c. New Mexico Employees Health Coverage Form (Appendix C)
- d. Completed Offeror Cost Response Form (Appendix D)
- e. Campaign Contribution Disclosure Form (Appendix E)
- f. Conflict of Interest and Debarment/Suspension Certification Form (Appendix F)
- g. Statement of Confidentiality Form (Appendix G)
- h. Request for Taxpayer Identification Number and Certification (W-9) Form (Attachment 1)
- i. Resident Veterans Preference Certification Form (Appendix H)
- j. Offeror Information/Signature Page (Appendix I)
- k. Submittals Check off List (Appendix J)
- l. Addendum(s) if applicable

**Volume #3 (Optional)** [1 original + 7 copies +1 electronic (8 separate volumes (copies) total) required]

Any Supporting Materials (refer to 3.4.6 below)

\*Optional Proposed Summary is for informational overview only and will not be scored.

### **3.4.2 Order of Items**

Within each section of their proposal(s), Offeror should address the items in the order in which they appear in this RFP.

### **3.4.3 Inclusion of Completed Forms**

All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

### **3.4.4 Costs, Rates, or Expenses Discussion**

All discussion of the proposed costs, rates, or expenses must occur only in the Offeror Cost Response Form, Appendix D, unless otherwise stated.

### **3.4.5 Marking of Volumes**

Proposal volumes should be clearly labeled and numbered. The original copy of each volume should be clearly marked as “Original” on the front of the volume.

### **3.4.6 Other Supporting Material**

Offeror may attach other materials that they feel may improve the quality of their responses. Unless provided in specific response to the requirements, this material should be included in Volume #3. While the material in Volume #3 may be reviewed by the members of the evaluation committee for background information, it WILL NOT be included in the scoring of the proposal.



### **3.5 Letter of Transmittal**

Each proposal must be accompanied by the completed and signed Letter of Transmittal Form (Appendix B) and original placed in Volume #2 and a copy placed in Volume #1.

## IV. SPECIFICATIONS

### 4.0 Overview

This section contains the mandatory and desirable specifications as well as related information. Offerors must respond to the mandatory specifications and should respond to the desirable specifications of this RFP providing the required responses, documentation or assurances, and complete the Offeror Cost Response Form attached as Appendix D. Failure to respond to a mandatory requirement will result in disqualification and further evaluation for this procurement. Failure to respond to a desirable requirement will result in zero (0) points being awarded for that specification.

### 4.1 Information

#### 4.1.1 Funding

Funding for APS will be made available through the Employee Benefits Division of the Human Resources Department, Insurance Reserve Fund; however, funding is contingent upon state appropriations. Funding for New Mexico Public Schools Insurance Authority (NMPSIA) and New Mexico Retiree Health Care Authority (NMRHCA) will be made through each individual agency.

#### 4.1.2 Agency Resources/Facilities Provided

The Assistant Superintendent of Human Resources or designee will **NOT** provide work space, telephone, utilities and support services for employee benefits and actuarial consulting services related projects. The Contractor(s) providing service under this RFP shall be responsible for the furnishing of facilities/workspace and associated furnishings, utilities, and equipment at their place of business.

APS personnel involvement does not relieve the contractor of the responsibility of providing the required support for employee benefits and actuarial consulting services.

The Assistant Superintendent of Human Resources or designee will be the primary contact and may coordinate employee benefits and actuarial consulting services.

#### 4.1.3 Work Performance

For the purpose of preparing proposals, Offerors are to assume that on-site work will not be performed at various APS sites, schools, and/or charter schools in Albuquerque, New Mexico. Contractor's management staff will not be expected to complete a fingerprint and background check.

### 4.2 Scope of Work

The Assistant Superintendent of Human Resources is the owner requiring the work.

If selected, the contractor will be expected to provide a full range of consulting and actuarial services related to the design, implementation, maintenance, communication and strategic improvements of the following benefits programs: Medical, Dental, Vision, Prescription Drug, Flexible Spending Account, Life, AD&D, Retiree Life Insurance, Long Term Disability, Voluntary Benefit Plans (Auto, Homeowners, Cancer & Accident, and Universal and Whole Life Products), Long-Term Care, Employee Assistant Program and Employee Wellness Programs. Assistance with Retirement Savings Plans (403(b) and 457 plans) is part of the services required. GASB 45 actuarial valuation services are also required as part of the RFP.

- 4.2.1** Claim utilization analysis.
- 4.2.2** Plan design evaluation to include recommendations on plan design changes and financial analysis of the cost impact.
- 4.2.3** Determination of premium equivalent and contribution level charged on self-funded plans.
- 4.2.4** Assistance in budget preparation and projections.
- 4.2.5** General benefit consulting advice including updates on state health benefits legislative changes and federal law, rules or regulations affecting benefit plans. Provide information and/or Employee Benefits staff training on new and existing regulations (COBRA, HIPAA, PPACA, etc.) as requested. Determination of the impact to each of the IBAC agencies of the Patient Protection and Affordable Care Act. This is to include recommendations on actions to take and plan design changes to implement to remain in compliance with this law while minimizing the financial impact to the agencies.
- 4.2.6** Annual updates to Fair Market Value to determine the imputed income related to Domestic Partner coverage.
- 4.2.7** Review of forms. Assistance is occasionally required for review of employee notices (i.e., COBRA Notifications, HIPAA privacy notices, etc.)
- 4.2.8** Assist in analysis of pending legislation during the legislative session. These require twenty-four (24) hour turnaround time. The NM legislature meets for sixty (60) days in odd-numbered years and thirty (30) days in even numbered years. Special sessions may occur.
- 4.2.9** During the legislative session, consultant will provide notification to APS of bills that are introduced that may affect benefits programs.
- 4.2.10** Review all vendor and carrier contracts and Summary Plan Descriptions and communication pieces to ensure accuracy and compliance.
- 4.2.11** Attendance at the various IBAC agencies meetings.
- 4.2.12** Monitor performance standards on the vendors contracted and resolve any service issues with vendors/contractors.
- 4.2.13** Arrange and attend meetings with vendors/contractors at the request of IBAC agencies.

- 4.2.14** Assist with RFP specifications, preparations and review of vendor proposals and advise on contract negotiations and implementation guidance.
- 4.2.15** Keep IBAC agencies informed of emerging trends in benefits plan designs, drafting plan modifications, amendments, and new plans. Provide recommendations for benefit improvements/enhancements as dictated by emerging plan costs or benefit practice trends along with our business needs. Produce quarterly and year-end reports.
- 4.2.16** Assist in the preparation and review of benefit program communication materials for open enrollment, and Employee Handbooks. Prepare and present Benefit Plan Year Recommendations to agency management or board, and other PowerPoint presentations as requested.
- 4.2.17** Consultant must have the ability to provide benchmarking information on the benefits programs and their components on an annual basis. Benchmarking to other New Mexico employers is desirable.
- 4.2.18** Consultant will obtain, review and negotiate all renewals and new contracts.
- 4.2.19** Consultant will prepare appropriate fund analysis and claims analysis.
- 4.2.20** Consultant will participate in the preparation and presentation of any necessary and/or requested reports, including cost projections for upcoming years.
- 4.2.21** Consultant will provide annual fiscal year certification of required IBNR Reserves for all self-funded plans.
- 4.2.22** Consultant will provide annual calculation of GASB45 liabilities and preparation of report use for Financial Disclosures.
- 4.2.23** Consultant will provide recommended reserve balance including fixed costs by line of business calculated in accordance with applicable Actuarial Standards of Practice.
- 4.2.24** Consultant will advise and assist IBAC agencies in determination of employee attitudes, needs and expectations concerning benefit programs by the use of surveys, questionnaires, meetings or other communication methods, as requested.
- 4.2.25** Consultant will provide employee wellness consulting to include Health Risk Assessment (HRA)/Personal Health Profile (PHP), biometric health screenings and any other additional wellness services, as requested. Participation in the Albuquerque Public Schools Employee Wellness Task Force meetings and other APS and IBAC wellness initiatives.
- 4.2.26** Consultant will utilize a database combining all data (medical, prescription drug, and available biometric screening data) to analyze trends and make recommendations.

### **4.3 Scope of Procurement**

The scope of procurement shall encompass the defined Scope of Work in this RFP. The contract schedule will be determined after award of contract and upon receiving all required approvals, whichever is later, for a term of one year. The contract may be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of APS, pursuant to funding availability and satisfactory service provision, as determined by APS.

In no circumstance shall the contract exceed a total of four (4) years in duration. Regardless of any termination date, any services still in progress will be carried to successful conclusion but without unduly prolonging the process. APS also reserves the right to extend any contract on a short-term basis if negotiations for a new contract are still in progress.

Although this contract is being bid on behalf of the Human Resources Employee Benefits Department, individual schools, state agencies or local public bodies will be referred to the successful Contractor in the event of requirements that can be adapted to the specific items awarded.

### **4.4 Technical Specifications**

In preparation of proposals, Offerors are encouraged to present other processes, solutions, and/or guidelines to address the minimum types of key services and elements described in the Scope of Work for employee benefits and actuarial consulting services and related projects as needed by the district.

Work shall include a minimum of the activities set forth below:

The Albuquerque Public Schools is seeking professional service proposals from qualified firms to provide a full range of employee benefits consulting and actuarial services. The bidder will be expected to provide benefit consulting and actuarial services including, but not limited to, the following functions on an as needed basis. All services may not be requested in a single fiscal year.

- 4.4.1** Contractor should be proactive in advising APS regarding the future direction of its employee benefits plans. Suggestions regarding feasible options and viable alternatives to the current plan design are expected on at least an annual basis.
- 4.4.2** Contractor will at all times be current in the field and in a position to advise APS of any changes in applicable Federal and State laws, Health Care Reform (PPACA) , industry trends and communications related to health and welfare plans, and assist APS in complying with laws and regulations related to employee benefits.

**4.4.3** At the discretion of APS, prepare specifications for RFPs to obtain bids from interested carriers to underwrite:

- 4.4.3.1 Medical plans
- 4.4.3.2 Prescription Drug Program plans
- 4.4.3.3 Group Life and AD&D
- 4.4.3.4 Dental plans
- 4.4.3.5 Vision plans
- 4.4.3.6 Short-term disability plans
- 4.4.3.7 Long term disability plans
- 4.4.3.8 Long-Term Care plans
- 4.4.3.9 Flexible Spending Account Plan
- 4.4.3.10 Other plans or services as directed by APS

Assist as directed in the evaluation and negotiations of proposals submitted in response to RFPs.

**4.4.4** Assist in annual renewal negotiations with carriers.

**4.4.5** Provide annual fiscal year certification of required APS IBNR Reserves for all self-funded plans at a statistical confidence level determined by APS. Certification to be issued by a credentialed Health Actuary.

**4.4.6** Provide recommended reserve balance including fixed costs by line of business calculated in accordance with applicable Actuarial Standards of Practice including claims and enrollment data provided by each carrier and consistent with prevailing medical trends. Includes a 15% margin in reserve estimates to establish the confidence levels of the recommended reserves by line of business to achieve confidence levels above 90%.

In addition to APS IBNR Reserve calculation described immediately above, credentialed Health Actuary will also provide recommended claim fluctuation reserve and justification for the reserve.

**4.4.7** Provide cost projections to meet required funding at APS Budgeted Funding level for all self-funded plans for each plan year and set the contribution rates for employer and employee cost share, including recommended reserve funding.

**4.4.8** Provide information and make presentations to the APS School Board and other entities as requested by APS.

**4.4.9** Conduct health claim audits of the contracted health care providers as requested by APS.

**4.4.10** Provide analysis and advise on the implications of proposed benefit changes, including but not limited to, proposed state legislation relating to employee benefit programs offered by APS self-insured and fully-insured plans.

**4.4.11** Assist with plan design and evaluation.

**4.4.12** Conduct studies, research and analysis as requested.

**4.4.13** Assist with communications, presentations, administration, and implementation efforts.

**4.4.14** Advise and assist APS in determination of employee attitudes, needs and expectations concerning benefit programs by use of surveys, questionnaires, meetings or other communication methods as requested.

**4.4.15** Review and monitor insurance claims experience on an on-going basis. This will include periodic review with the administration regarding past experience and trend projections as well as funding methods.

**4.4.16** Provide other benefit related services as may be requested.

#### **4.5 Mandatory Specifications**

**FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!**

##### **4.5.1 Authority to Provide Employee Benefits and Actuarial Consulting Services**

Offeror must have the legal authority to provide employee benefits and actuarial consulting services to public school districts and agencies in New Mexico as it relates to the needs of this RFP. A statement of concurrence required.

##### **4.5.2. New Mexico Employees Health Coverage Form**

The Offeror must agree with the terms, complete, sign, and include the New Mexico Employees Health Coverage Form (Appendix C) with their proposal.

##### **4.5.3 Campaign Contribution Disclosure Form**

A blank form is included (Appendix E) of this RFP. Pursuant to NMSA 1978, 13-1-191.1 any prospective contractor seeking to enter into a contract with APS must complete, sign and return this form with their proposal. This form must be filled by any prospective Contractor whether or not they, their family member, or representative has made any contributions subject to disclosure.

##### **4.5.4 Conflict of Interest and Debarment/Suspension Certification Form**

Offeror must complete, sign and include the Conflict of Interest and Debarment/Suspension Certificate Form (Appendix F) with their proposal.

##### **4.5.5 Statement of Confidentiality Form**

Offeror must complete, sign and include the Statement of Confidentiality (Appendix G) with their proposal.

#### **4.5.6 Request for Taxpayer Identification Number and Certification (W-9) Form**

Offeror must complete, sign and include the Request for Taxpayer Identification Number and Certificate (W-9) form (Attachment 1) with their proposal.

#### **4.5.7 Professional Liability Insurance**

Specify the professional liability insurance carried by your firm and who is covered under what circumstances. Offer must provide proof of the same. If this information will be mailed directly by another source, please indicate.

What are the limits of your Professional Liability policies? Who underwrites them? Have any claims been filed in the last five years? What was the outcome? Has your firm been investigated by the New Mexico Division of Insurance, or any other States' division of insurance? If so, what was the outcome, if applicable?

#### **4.5.8 Knowledge of State and Local Governmental Employee Benefit and Actuarial Policies and Procedures**

Offeror must have knowledge of state and local governmental benefit and actuarial policies and procedures. Offeror must submit a detailed narrative describing how they meet this requirement.

#### **4.5.9 Ability to Manage Employee Benefit and Actuarial Projects of this Scale**

Offerors must be able to manage the scale of employee benefit and actuarial projects required by this contract. Offeror must submit a detailed narrative describing how they meet this requirement. The offeror must demonstrate a comprehension of the size of the District and the scope of such a contract.

Describe qualifications and past experience relevant to this project, emphasizing experience with other public sector organizations and their size. Identify key problems in previous projects, how these were resolved, and how this experience will influence the approach to this project.

Please include a description of the transition process and anticipated timeline for taking over a new client.

#### **4.5.10 Business Profile and Corporate Experience**

Provide a brief summary of the organization of your particular firm. Include the name(s) of its owners, principal officers, etc. and the number of employees. Where is your office(s) located? How long has the firm been in business? Do you have an interest in working with the public schools and what is your commitment to such a contract? Develop your plan for handling a complex client such as APS.

Offeror should submit a detailed narrative describing their relevant corporate experience. The documentation should thoroughly describe how the offeror has supplied expertise for similar contracts and projects. Offeror may include any documentation they feel will support their descriptive narrative.



Provide a brief history of your organization to include current subsidiaries and/or affiliated companies, and a copy of your most recent audited financial statement. What differentiates you from your competitors?

#### **4.5.11 Personnel**

Discuss the expertise available within your firm and the personnel to be assigned, or accessible to APS. Resumes are appropriate. Include length of time in particular field, professional affiliations or any additional information which will demonstrate experience and establish credentials.

APS requires that at least one person be designated as the contact person within the firm. This individual(s) will be thoroughly familiar with all aspects of the contract, its terms and conditions and will ensure the level of effort required to service the account. Administrative functions must also be covered, e.g., billing problems, invoicing procedures, etc. Please specify that person and be exact as to the scope of his/her availability, authority, and position within the firm.

What is the location of the office you are proposing as the primary office providing support to the IBAC? Provide an organizational chart and resumes of key personnel, including the firm's actuaries. What is employee turnover for 2013 and YTD 2014 in the office location you are proposing? What is the turnover company-wide for the same time periods?

What is your client retention rate for your firm? What is the client retention rate for the specific office that will service the IBAC agencies?

Who will be the company's primary liaison with the IBAC agencies? How many clients are assigned to this person?

Specific to the employees who will be assigned to the IBAC, please describe the role they will play on our account. Indicate their experience and expertise with self-funded plans, with Health Savings Accounts and Health Reimbursement Arrangements, with High Deductible Health Plans, and with Employee Wellness Programs.

Describe the continuing education you provide for your employees.

#### **4.5.12 Cost**

Offerors must complete the Cost Response Form found in Appendix D and return it with the proposal. This must be submitted in Volume #2 that is identified with your firm's name and labeled "COST PROPOSAL".

- Submit both a fee for service proposal and a lump sum (**all inclusive**) proposal. The goal in requesting both pricing structures is to ensure cost transparency in the amount paid for consulting and actuarial services. The fee and lump sum offers will be evaluated separately and the most advantageous pricing scenario(s) will be selected.

- Fee for service proposal: Specify the staff position and hourly rate, exclusive of tax for first year as well as subsequent years, if applicable.
  - Be specific as to hourly fees and/or minimum billing units.
  - Indicate charges for clerical staff, actuaries, analysts, principal consultants, etc. (as defined by your firm).
- Lump sum proposal: Specify an annual rate, exclusive of tax for first year as well as subsequent years, if applicable.
  - Please confirm on the “Cost Proposal” form or as an attachment to it that your lump sum annual rate includes all services in Section 1.1. Please clearly identify any services mentioned in this RFP that are not included as part of your lump sum proposal.

At time of award, APS will assign a price agreement number which will accommodate multiple billings during the life of the contract. This price agreement number must appear on all invoices. Any technologies which may be developed or become available during the contract may be added as mutually agreeable between the parties.

Local APS travel will not be reimbursed. Offeror is expected to provide his/her own transportation to attend normal business meetings, oral presentations/interviews etc., and carry on the general activity associated with the Scope of Work. Out of town automobile travel specifically required by APS will be reimbursed at the rate currently in effect for APS employees.

**Any portion of this section pertaining to cost must be submitted in Volume #2 marked “COST PROPOSAL” and must be submitted with Proposal. Note: no cost information is to be included in the Offeror’s technical proposal. Offerors shall use the Cost Proposal Form included in this document. (See Cost Proposal Form, Appendix D.)**

Outline any costs that are not included in your fees. Are charges for time and travel in connection with all meetings included?

Are you willing to offer a fee guarantee longer than the initial period of 12 months, or a cap on annual increases? If so, please outline.

**4.5.13 Oral Presentation/Interview (if required)**

If selected as a finalist, the Offeror shall provide the Evaluation Committee the opportunity to interview all proposed core staff during an oral presentation/interview (if required) at a date, time, and place set by the Procurement Manager. The offeror shall present their proposal to the Evaluation Committee.

**4.6. Desirable Specifications**

**FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.**

#### **4.6.1 Employee Benefits and Actuarial Consulting Manager Experience**

Offeror should submit a detailed narrative describing the relevant experience of their proposed employee benefits and actuarial consulting manager. The narrative should include a thorough description of the education, knowledge, and relevant experience as well as certifications or other professional credentials that clearly shows the individual is qualified to perform the required work. Offerors should also submit a current resume of their proposed employee benefits and actuarial consulting manager.

The documentation should thoroughly describe how the proposed consulting manager has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they feel will support their descriptive narrative.

#### **4.6.2 Corporate References**

The proposals should include three (3) external references from clients who receive similar services. In addition, two (2) references should be submitted for each proposed subcontractor. References may or may not be reviewed at the discretion of APS. APS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

- a. Name of firm that services were provided for
- b. Address of firm
- c. Name of contact person
- d. Telephone number of contact person
- e. E-mail address of contact person
- f. Type of services provided and dates services were provided

Do not use APS as a reference.

#### **4.6.3 Employee Benefits and Actuarial Manager References**

Two external references should be provided for the proposed employee benefits and actuarial consulting manager. References may or may not be reviewed at the discretion of APS. APS reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:

- a. Name of firm that services were provided for
- b. Address of firm
- c. Name of contract person
- d. Telephone number of contract person
- e. Type of services provided and dates services were provided

#### **4.6.4 Specific Knowledge Requirements**

The offeror should specifically address their knowledge in EACH of the following areas:

- 4.6.4.1** Experience/practical knowledge of employee benefits and actuarial principles with state and local government bodies.

- 4.6.4.2** What experience does your firm have in providing consulting work for public sector clients? Public sector Health Care Purchasing Pools? Public and private sector clients in New Mexico? Self-funded medical, prescription drug, dental and vision plans?
- 4.6.4.3** What are the five largest public entities your firm (on a corporate level) currently provides consulting for? What lines of coverage? Last year, what were the case specific trends for these accounts versus national trends for medical and prescription claims?
- 4.6.4.4** Knowledge/ability to perform employee benefits and actuarial services, data management, and record keeping functions necessary to meet these requirements of this RFP.
- 4.6.4.5** Indicate the information that is included in your standard reporting for self-funded and fully-insured clients. What is the frequency of your reporting? Do you provide combined reporting for clients who have more than one medical plan carrier? Please include a sample report.
- 4.6.4.6** Describe your data warehouse and data analytics capabilities. How does the information assist clients in evaluating and making changes in their medical benefit plan design?
- 4.6.4.7** Indicate the information that is included in your benchmarking reports. What is the source of data? Please confirm that benchmarking will be done on an annual basis. Include a sample benchmarking report.
- 4.6.4.8** What tools do you have available to analyze provider network discounts?
- 4.6.4.9** Indicate your firm's resources relevant to assisting clients to understand and implement changes required by the Patient Protection and Affordable Care Act. Describe any steps your firm has taken to assist clients in compliance with all facets of the PPACA. Include discussions of the Exchanges and their impact/anticipated impact on public sector employers. How do you model the financial impact to the client (i.e., employees electing coverage through an Exchange, those who qualify for subsidies, non-discrimination rules, etc.)?
- 4.6.4.10** Describe your firm's resources and capabilities for developing wellness strategies and integrating existing programs within the design of the medical plan. Please address the following in your response.
- 4.6.4.11** Provide details of employee wellness related services offered by your organization.
- 4.6.4.12** How many staff members do you have dedicated to wellness initiatives? How many of them are health care professionals?
- 4.6.4.13** How long has your organization offered these types of services?
- 4.6.4.14** How do you assist clients in implementing a wellness program?
- 4.6.4.15** What tools can you provide the client to help build, maintain and grow their wellness program?
- 4.6.4.16** How do you evaluate and refine the client's current wellness program over time?

**4.6.4.17** What is your process for measuring the success or failure of an employee wellness program?

**4.6.4.18** What data/communications do you utilize to motivate and drive employee wellness initiatives?

**4.6.4.19** Please provide a real-life example of a successful wellness program.

**4.6.4.20** Please describe two or three of your most successful client cost reduction results achieved through wellness-related initiatives. Include details around creativity or outside-the-box thinking. Describe the implementation process and timeline for each example.

**4.6.4.21** Describe the services your clinical practice provides to your clients. What support, if any, would you provide in implementing an on-site clinic?

**4.6.4.22** Please provide at least two references for your firm's RFP project work, and provide the approximate cost and/or number of hours devoted to the project. Outline the assumptions made in the development of your fee structure for RFP work.

**4.6.4.23** Provide an example of an innovative solution recently implemented with a client in the area of absence management.

**4.6.4.24** Provide examples of performance guarantees entered into by your firm.

#### **4.6.5 Proximity to Albuquerque**

**4.6.5.1** Offeror must identify the physical location of the office from which proposed services will be provided.

**4.6.5.2** Offeror must provide a detailed explanation of how all services will be provided to principal or designee not physically located near the office.

#### **4.6.6 Proposed Additional Support Services**

Offeror must describe in detail other support services available that will enhance communication access for the Associate Superintendent of Human Resources and/or designee of the Albuquerque Public Schools.

#### **4.6.7 Resident Business or Resident Veterans Preference**

To be awarded the points, Offerors must include a copy of their preference certificate in this section. In addition for resident Veterans Preference, the attached certificate form Appendix H must accompany any RFP and any business wishing to receive the preference must complete and sign the form.

## V. EVALUATION

### 5.0 Overview

The following paragraphs of this section describe the method of evaluating Offerors proposal(s). **FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!**

### 5.1 Evaluation Points Summary

The following is a summary of evaluation factors and the maximum point values assigned to each. These will be used in the evaluation of each Offeror proposal submitted.

	Factor	Points
<b>5.2</b>	<b>Mandatory Specifications</b>	
5.2.1.	Authority to Provide Employee Benefits and Actuarial Consulting Services	0*
5.2.2.	New Mexico Employees Health Coverage Insurance Form	0*
5.2.3.	Campaign Contribution Disclosure Form	0*
5.2.4.	Conflict of Interest and Debarment/Suspension Form	0*
5.2.5.	Statement of Confidentiality Form	0*
5.2.6.	Request for Taxpayer Identification and Number and Certification (W-9) Form	0*
5.2.7.	Professional Liability Insurance	0*
5.2.8.	Knowledge of State and Local Government Employee Benefits and Actuarial Policies and Procedures	30
5.2.9.	Ability to Manage Employee Benefits and Actuarial Consulting Projects of this scale	40
5.2.10	Business Profile and Corporate Experience	40
5.2.11	Personnel	25
5.2.12.	Cost	100
5.2.13.	Oral Presentation/Interview (if required)	100
<b>5.3.</b>	<b>Desirable Specifications</b>	
5.3.1.	Employee Benefits and Actuarial Manager Experience	25
5.3.2.	Corporate References	25
5.3.3.	Employee Benefits and Actuarial Managers References	25
5.3.4.	Specific Knowledge Requirements	25
5.3.5.	Proximity to Albuquerque	5
5.3.6.	Proposed Additional Support Services	10
	Total Points without Oral Presentation/Interview	350
	Total (100 Points with Oral Presentation/Interview if required)	450
5.3.7	Resident Preference or Resident Veterans Preference	5-10

\* Pass/Fail only. No points assigned.

## **5.2 Mandatory Specifications**

FAILURE TO COMPLY WITH A MANDATORY SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL!

### **5.2.1 Authority to Provide Employee Benefits and Actuarial Consulting Services**

Pass/Fail only. No points assigned.

### **5.2.2 New Mexico Employee Health Coverage Form**

Pass or fail. No points assigned.

### **5.2.3 Campaign Contribution Disclosure Form**

Pass or fail. No points assigned.

### **5.2.4 Conflict of Interest and Debarment/Suspension Form**

Pass or fail. No points assigned

### **5.2.5 Statement of Confidentiality Form**

Pass or fail. No points assigned

### **4.5.6 Request for Taxpayer Identification Number and Certification (W-9)**

Pass or Fail – No points assigned.

### **5.2.7 Professional Liability Insurance**

Pass or fail. No points assigned

### **5.2.8 Knowledge of State and Local Government Employee Benefit and Actuarial Policies and Procedures**

Points will be awarded based on the knowledge indicated in the offeror's response.

### **5.2.9 Ability to Manage Employee Benefits and Actuarial Consulting Projects of this scale**

Points will be awarded based on the strength and credibility of the offeror's response.

### **5.2.10 Business Profile and Corporate Experience**

Points will be awarded based on the business profile of the firms as it relates to the needs of the RFP.

**5.2.11 Personnel**

Points will be awarded based on the expertise available within the firm and personnel assigned, or accessible to APS, and resumes as it relates to the needs of the RFP.

**5.2.12 Cost**

The evaluation of each Offeror’s proposal cost will be conducted using the following formula:

$$\frac{\text{Lowest Responsible Offeror's Cost}}{\text{This Offeror's Cost}} \times 100 = \text{Awarded Points}$$

**5.2.13 Oral Presentation/Interview (if required)**

Points for oral presentation/interview will be awarded based upon an evaluation of qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts and the quality of the responses to questions will be the principle criteria for the evaluation.

**5.3 Desirable Specifications**

FAILURE TO RESPOND TO A DESIRABLE REQUIREMENT WILL RESULT IN ZERO (0) POINTS BEING AWARDED FOR THAT SPECIFICATION.

**5.3.1 Employee Benefits and Actuarial Consulting Manager Experience**

Points will be awarded based on an evaluation of the proposed employee benefits and actuarial consulting manager’s experience and capability, as indicated in the resumes and experience narrative submitted. The key evaluation components include depth-related experience, total years of related experience, and applicable education and training.

**5.3.2 Corporate References**

Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the offeror’s services, the delivery of services, responsiveness to problems and complaints, and the level of satisfaction with the offeror’s overall performance. The Evaluation Committee may call any or all of the references.

**5.3.3 Employee Benefits and Actuarial Consulting Manager References**

Points will be awarded based on an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the proposed employee benefits and actuarial consulting manager’s previous work, the timeliness of that work, his or her performance to problems and complaints and the overall level of satisfaction with his or her work. The Evaluation Committee may call any or all of the references.



#### **5.3.4. Specific Knowledge Requirements**

Points will be awarded on the depth of the knowledge indicated in the offeror's response.

#### **5.3.5 Proximity to Albuquerque**

Points will be awarded based on the offeror(s) ability to meet the needs of the district in the Albuquerque metropolitan area.

#### **5.3.6 Proposed Additional Support Services**

Points will be awarded based upon the ability to meet the current and future needs, thoroughness, quality, efficiency, validity of approach and perceived likelihood of success of the offeror's proposed additional support services.

#### **5.3.7 Resident Business or Resident Veterans Preference**

Percent of preference will be determined by Offerors that submit the correct documentation. Once RFP is totally scored, the proper percent of preference will apply to those offerors that qualify. For example; a RFP has a total value of 100 points. Five proposals are received; one from a resident business, one from a resident veterans business with an 8% preference and three non-resident businesses. The two preference business would receive 5 points for the resident preference and 8 points for the resident veterans preference added to their already evaluated score, making it possible for the highest score total of 108.

### **5.4 Evaluation Process**

Offeror will be evaluated in general compliance with the provisions provided below.

**5.4.1** All Offeror proposals will be reviewed for compliance with the mandatory requirements as stipulated in Section IV. Proposals deemed non-responsive will be eliminated from further consideration.

**5.4.2** The Procurement Manager may at her option contact the Offeror for clarification of the response as specified in Section II.

**5.4.3** The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II.

**5.4.4** Responsive proposals will be evaluated on the factors in Section V which have been assigned a point value. If required, the responsible Offerors with the highest scores will be selected as Finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or chosen to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly.

**5.4.5** The responsible Offeror(s) whose proposal is most advantageous to APS, taking into consideration the evaluation factors in Section V, will be recommended for contract award.

**5.4.6** Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**5.4.6.1 Determination of Finalist Offerors:** A maximum total of 350 points are possible in scoring each proposal for the shortlist evaluation. The Evaluation Committee will evaluate and score the proposals separately. In the event the committee determines oral presentations/interviews are needed, the evaluation points will be utilized to determine the shortlist for evaluations. APS will notify the shortlist finalists as to the date, time, and place that oral presentations/interviews will be conducted. Offerors that do not make the shortlist will also be notified.

If the Evaluation Committee determines that oral presentations/interview(s) will be held, the shortlist rankings will be weighted 40% and rankings from the interview will be weighted at 60% in determining final selections. The Offeror(s) with the highest scores will be awarded a contract.

**5.4.6.2 Finalist Offerors Oral Presentation/Interviews:** A maximum total of 450 points (includes an addition 5-10 points for Resident Business and/or Resident Veteran's Preference) are possible in scoring Finalist Offerors in the oral presentation/interview process. If no oral presentation/interviews are conducted, each Finalist Offeror will not be awarded 100 points. If the Evaluation Committee determines that oral presentations/interview(s) will be held, the initial rankings by the Evaluation Committee will be weighted 40% and rankings from the oral presentation/interview(s) will be weighted 60% in determining the final selection. In the event, a second oral presentation/interview is required, the initial rankings by the Evaluation Committee will be weighted 40% replacing the original cost with the best and final cost and rankings from the oral presentation(s)/interview(s) will be averaged and weighted 60% in determining the final selection for a total of 100%. If needed, APS will instruct respondents on the process for a best and final offer.

**5.4.6.3 Notice of Non-Responsiveness:** For any proposal submitted which is deemed non-responsive; the Offeror will be notified in writing of such determination and the method for protesting the determination. (See Section II, paragraph C.)

**5.4.6.4 Proposal Evaluation:** The Evaluation Committee will review each Offerors' proposal. Points will be allocated as outlined in Section 5.1. of this RFP by each member of the committee. Each member's point total will be translated to a numeric ranking. The committee member rankings will be totaled and averaged to determine the overall ranking of the firms.

**5.4.6.5** If fewer than three proposals are received, the Evaluation Committee may recommend award or reissue the RFP.

**5.4.6.6 Shortlist Ranking:** Shortlist ranking are weighted 40% and ranking from the oral presentations/interviews are weighted 60% in determining the final selection. The firm with the highest combined ranking (highest numerical score) from the shortlist and oral presentation/interview shall be awarded the selection in their proposal.

**5.4.6.7** In addition to the individual shortlist ranking, it should be noted here that the cost is also a factor. The formula will be as follows:

$$\frac{\text{Lowest Responsible Offeror's Cost}}{\text{This Offeror's Cost}} \times 100 \text{ Awarded Points}$$

The Lowest Responsive Offeror's cost will be divided by the Offeror's cost, then multiplied by the number of available points in the evaluation process to arrive at the final ranking of Offerors.

**5.4.6.8 Final Rankings:** All committee rankings are public record and will be available for public inspection at APS Procurement Department after final award of contracts. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring for a tie at first:

<u>Scoring</u>	<u>Numerical Ranking</u>
Firm A	Tie (1 <sup>st</sup> + 2 <sup>nd</sup> /2 = 1.5)
Firm B	Tie (1 <sup>st</sup> + 2 <sup>nd</sup> /2 = 1.5)
Firm C	3rd ( = 3)

A tie for first, at the end of the final rankings after completion of evaluation of proposals shall be broken by separate ranking by the committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the tie shall be broken by the Chairman of the Evaluation Committee.

**5.4.6.9 Point Calculations:** All calculations of point standings, including any additional or deduction of points to Offeror submittals shall occur at a meeting of the Evaluation Committee with all members in attendance.

**5.4.6.10 Notice of Award:** The Procurement Department will notify all Finalist Offerors in writing of the final determination of the Evaluation Committee.

**APPENDIX A**  
**REQUEST FOR PROPOSALS**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**  
**RFP NO. 14-061SS-AM**  
**EMPLOYEE BENEFITS AND ACTUARIAL CONSULTING SERVICES**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment I.

The acknowledgement of receipt form should be signed and returned to the Procurement Manager no later than close of business on May 9, 2014; however acknowledgement of receipt forms may be accepted after that date but must be received prior to award. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive information regarding all offeror's written questions and the Agency's written responses to those questions as well as RFP amendments if any are issued. Written responses to written questions and any RFP amendment(s) will be posted on the APS website. Go to [www.aps.edu/procurement](http://www.aps.edu/procurement) and click on "See Current Bids and RFPs" link to download amendment(s). It is the responsibility of every Offeror to ensure they have downloaded the latest version of each solicitation, including any amendment(s) which may have been issued, by revisiting this website prior to the due date before submitting their response to the Albuquerque Public Schools. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED MAY BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

**FIRM:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE NO.:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

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

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**This name and address will be used for all correspondence related to the Request for Proposal. Firm does/does not (circle one) intend to respond to this Request for Proposals.**

*Sandra Sanchez, C.P.M., A.P.P., CPPO, CPPB*  
*Procurement Manager*  
*Albuquerque Public Schools*  
*PO Box 25704*  
*Albuquerque, NM 87125*  
*Phone number (505) 878-6116 / Fax number (505) 830-1161*  
*E-mail: [sanchez\\_ss@aps.edu](mailto:sanchez_ss@aps.edu)*

**APPENDIX B**

**LETTER OF TRANSMITTAL FORM (VOLUME #1)**

**RFP #14-061SS-AM  
EMPLOYEE BENEFITS AND ACTUARIAL CONSULTING SERVICES**

Item #1 to 4 EACH **MUST** BE RESPONDED TO, Failure to respond to all four items **WILL RESULT** IN THE DISQUALIFICATION OF THE PROPSAL.

1. Identity (Name) and Mailing Address of the submitting organization:


2. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone/Fax number	

- On behalf of the submitting organization named in Item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph 2.3.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments of this RFP.

---

Authorized Signature and Date (**Must** be **signed** by the person identified in Item #2, above.)

**APPENDIX C**

**NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

**RFP NO. 14-061SS-AM**

**EMPLOYEE BENEFITS AND ACTUARIAL CONSULTING SERVICES**

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain during the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2014, if the expected annual value in the aggregate of any and all contracts between Contractor and APS exceed \$250,000.00 dollars.
  
2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the APS.
  
3. Contractor agrees to advise all employees of the availability of State publically financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

Signature of Offeror: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX D**

**COST RESPONSE FORM**

**RFP NO. 14-061SS-AM**

**EMPLOYEE BENEFITS AND ACTUARIAL CONSULTING SERVICES**

The Offeror listed below submits the following hourly rate and lump sum not including New Mexico Gross Receipts Tax for employee benefit and actuarial consulting services to complete the requirements as outlined in this RFP for the Albuquerque Public Schools Human Resources Employee Benefits Department. Provide the hourly rate and lump sum cost for each agency you wish to make an offer on.

The Evaluation Committee will evaluate all cost scenarios separately and the most advantageous pricing scenario(s) will be selected based on the requirements of the RFP.

Indicate hourly rate for each category below.

<b>ITEM</b>	<b>CATEGORY</b>	<b>HOURLY RATE 1<sup>ST</sup> YEAR</b>	<b>HOURLY RATE 2<sup>ND</sup> YEAR</b>	<b>HOURLY RATE 3<sup>RD</sup> YEAR</b>	<b>HOURLY RATE 4<sup>TH</sup> YEAR</b>
1	Managing Consulting	\$ _____	\$ _____	\$ _____	\$ _____
2	Actuarial Consulting	\$ _____	\$ _____	\$ _____	\$ _____
3	Benefit Analyst	\$ _____	\$ _____	\$ _____	\$ _____
4	Other Consult (Specify)	\$ _____	\$ _____	\$ _____	\$ _____
5	Support Administration	\$ _____	\$ _____	\$ _____	\$ _____
6	Other (Specify)	\$ _____	\$ _____	\$ _____	\$ _____
7	Other (Specify)	\$ _____	\$ _____	\$ _____	\$ _____
8	Other (Specify)	\$ _____	\$ _____	\$ _____	\$ _____

Indicate lump sum amount for each agency below.

<b>ITEM</b>	<b>CATEGORY</b>	<b>1<sup>ST</sup> YEAR</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>	<b>4<sup>TH</sup> YEAR</b>
1	Lump Sum – APS Only)	\$ _____	\$ _____	\$ _____	\$ _____

ITEM	CATEGORY	1 <sup>ST</sup> YEAR	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR	4 <sup>TH</sup> YEAR
1	Lump Sum - New Mexico Public Schools Insurance Authority (NMPSIA))	\$ _____	\$ _____	\$ _____	\$ _____

ITEM	CATEGORY	1 <sup>ST</sup> YEAR	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR	4 <sup>TH</sup> YEAR
1	Lump Sum - New Mexico Retiree Health Care Authority (NMRHCA))	\$ _____	\$ _____	\$ _____	\$ _____

ITEM	CATEGORY	1 <sup>ST</sup> YEAR	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR	4 <sup>TH</sup> YEAR
1	Lump Sum – All Agencies)	\$ _____	\$ _____	\$ _____	\$ _____

ITEM	CATEGORY	1 <sup>ST</sup> YEAR	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR	4 <sup>TH</sup> YEAR
1	Lump Sum – Any two of the Agencies) Please indicate each agency. _____ _____	\$ _____	\$ _____	\$ _____	\$ _____

Additional sheets may be attached.

*Cost Proposal(s) must be submitted in Volume #2 only and identified with the Offeror’s name and “COST PROPOSAL”. Your proposal may be considered non-responsive if not submitted in Volume 2.*

Offeror’s Name: \_\_\_\_\_



## APPENDIX E

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM RFP NO. 14-061SS-AM EMPLOYEE BENEFITS AND ACTUARIAL CONSULTING SERVICES

Pursuant to NMSA 1978, §13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX F**

**CONFLICT OF INTEREST AND  
DEBARMENT/SUSPENSION CERTIFICATION FORM**

**EMPLOYEE BENEFITS AND ACTUARIAL CONSULTING SERVICES  
RFP NO. 14-061SS-AM**

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced request for proposals.

**The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:** No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: \_\_\_\_\_ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. \_\_\_\_\_

**DEBARMENT/SUSPENSION STATUS**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: \_\_\_\_\_

Name of Person Signing (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Company (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

**APPENDIX G**

**ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES**

**TERMS AND CONDITIONS  
STATEMENT OF CONFIDENTIALITY**

**RFP NO 14-061SS-AM  
EMPLOYEE BENEFITS AND ACTUARIAL SERVICES**

The undersigned employee of/subcontractor to \_\_\_\_\_, hereinafter referred to as "Contractor", agrees, during the term of the Contract between Contractor and the Albuquerque Public Schools Assistant Superintendent of Human Resources (ASOHR) and forever thereafter, to keep confidential all information and material provided by ASOHR or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to any client, vendor, or other party transacting business with ASOHR and not to release, use or disclose the same except with the prior written permission of ASOHR. This obligation shall survive the termination or cancellation of the Contract between Contractor and ASOHR or of the undersigned's employment or affiliation with Contractor, even if occasioned by Contractor's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to APS, a client or customer of ASOHR, or to the owner of such information, inadequately compensable in damages and that, accordingly, ASOHR or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**APPENDIX H**

**Resident Veterans Preference Certification  
RFP NO 14-061SS-AM  
EMPLOYEE BENEFITS AND ACTUARIAL CONSULTING SERVICES**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veteran's preference to this procurement:

**Please check one box only**

Not Applicable. I declare under penalty of perjury that I am not a Veteran. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate"

"In conjunction with this procurement and the requirements of this business" application for a Resident Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that the statement is true to the best of my knowledge. I understand that by giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative) "

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The Representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

**APPENDIX I**

**OFFEROR INFORMATION/SIGNATURE PAGE**

**EMPLOYEE BENEFITS AND ACTUARIAL CONSULTING SERVICES  
RFP NO. 14-061SS-AM**

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TIME PERIOD SPECIFIED. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR

\_\_\_\_\_

STREET ADDRESS

\_\_\_\_\_

PO BOX

\_\_\_\_\_

CITY/STATE/ZIP CODE

\_\_\_\_\_

TELEPHONE NUMBER

\_\_\_\_\_

FAX NUMBER

\_\_\_\_\_

EMAIL ADDRESS

\_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE

ALTERNATE CONTACT

STREET ADDRESS

\_\_\_\_\_

PO BOX

\_\_\_\_\_

CITY/STATE/ZIP CODE

\_\_\_\_\_

TELEPHONE NUMBER

\_\_\_\_\_

FAX NUMBER

\_\_\_\_\_

EMAIL ADDRESS

\_\_\_\_\_

ALTERNATE SIGNATURE

\_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME OF ABOVE

\_\_\_\_\_  
TITLE

**APPENDIX J**  
**SUBMITTALS CHECK OFF LIST**  
**B ENEFITS AND ACTUARIAL CONSULTING SERVICES**  
**RFP NO. 14-061SS-AM**

	<b>Appendix</b>	<b>Volume #1 Yes/No</b>	<b>Volume #2 Yes/No</b>	<b>Form Submitted &amp; Signed Yes/No</b>
1.	Acknowledgement of Receipt Form (Appendix A) (Can be faxed or emailed)		X _____	_____
2.	Letter of Transmittal Form (Appendix B)	X _____	X _____	_____
3.	New Mexico Employees Health Coverage Form (Appendix C)		X _____	_____
4.	Fee Response Form (Appendix D)		X _____	_____
5.	Campaign Contribution Disclosure Form (Appendix E)		X _____	_____
6.	Conflict of Interest and Debarment Form (Appendix F)		X _____	_____
7.	Statement of Confidentiality Form(Appendix G)		X _____	_____
8.	Resident Veterans Preference Certification (Appendix H)		X _____	_____
9.	Offeror Information/Signature Page (Appendix I)		X _____	_____
10.	Submittal Check off List (Appendix J)		X _____	_____
11	Request for Taxpayer Identification Number and Certification (W-9) (Attachment 1)		X _____	_____
12.	Addendum(s) (if applicable) ( <b>E-mail replies are unacceptable in this case.</b> )		X _____	_____

**Note: All original appendices must be included in Volume #2 except as noted above. Appendices not included in Volume #1 or #2 will be considered non-responsive and may be rejected.**

**Documents must be in a sealed envelope(s)/box(es) with RFP number, company name, address, city state, ZIP code, and proposal due date and time.**

\_\_\_\_\_ (Initial) All documents as indicated in the RFP are included; the required number of copies have been provided as indicated in Section 3.4.1; verified that pages are accounted for and numbered according to section; and all forms are signed and placed in the appropriate volume(s).

\_\_\_\_\_  
Offeror Company Name

\_\_\_\_\_  
Authorized Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**Insert W-9 Documents Here**