



State of Arkansas Bureau of Legislative Research

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REQUEST FOR PROPOSAL

RFP Number: BLR-210001	
Commodity: Employee Health Benefits Consulting Services	Proposal Opening Date: April 12, 2021
Date: March 15, 2021	Proposal Opening Time: 4:00 P.M. CDT

PROPOSALS SHALL BE SUBMITTED IN HARD COPY AND ELECTRONIC FORMAT AND WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING, AND VENDOR'S RETURN ADDRESS. THE ELECTRONIC SUBMISSIONS SHOULD BE CLEARLY MARKED AS A PROPOSAL IN RESPONSE TO RFP NO. BLR-210001. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE BUREAU OF LEGISLATIVE RESEARCH.

Vendors are responsible for delivery of their proposal documents to the Bureau of Legislative Research prior to the scheduled time for opening of the particular proposal. When appropriate, Vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the Bureau of Legislative Research office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, FedEx, and DHL, deliver mail to our street address, 500 Woodlane Street, State Capitol Building, Room 315, Little Rock, Arkansas 72201, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS:	500 Woodlane Street State Capitol Building, Room 315 Little Rock, Arkansas 72201	PROPOSAL OPENING LOCATION: Bureau of Legislative Research Director's Office State Capitol Building, Room 315
E-MAIL:	thayerj@blr.arkansas.gov	
TELEPHONE:	(501) 682-1937	

Company Name: Alliant Insurance Services

Name (type or print): Lori Nilsen

Title: First Vice President

Address: 100 Chesterfield Business Parkway, Suite 200, Chesterfield, Missouri 63005

Telephone Number: 314-405-0453

Fax Number: N/A

E-Mail Address: Lori.Nilsen@Alliant.com

Identification:	
33-0785439 (FEIN)	N/A
Federal Employer ID Number	Social Security Number

**FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN
PROPOSAL REJECTION**

Business Designation (check one):	Individual []	Sole Proprietorship []	Public Service Corp []
	Partnership []	Corporation [X]	Government/ Nonprofit []

GENERAL DESCRIPTION:	Employee Health Benefits Consulting Services
TYPE OF CONTRACT:	Term

MINORITY BUSINESS POLICY

Participation by minority businesses is encouraged in procurements by state agencies, and although it is not required, the Bureau of Legislative Research ("BLR") supports that policy. "Minority" is defined at Arkansas Code Annotated § 15-4-303 as "a lawful permanent resident of this state who is: (A) African American; (B) Hispanic American; (C) American Indian; (D) Asian American; (E) Pacific Islander American; or (F) A service-disabled veteran as designated by the United States Department of Veteran Affairs". "Minority business enterprise" is defined at Arkansas Code Annotated § 15-4-303 as "a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Vendors unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Vendor shall submit a copy of the Vendor's Equal Opportunity Policy. EO Policies shall be submitted in hard copy and electronic format to the Bureau of Legislative Research accompanying the solicitation response. The Bureau of Legislative Research will maintain a file of all Vendor EO policies submitted in response to this solicitation. The submission is a one-time requirement, but Vendors are responsible for providing updates or changes to their respective policies.

EMPLOYMENT OF ILLEGAL IMMIGRANTS

The Vendor shall certify prior to award of the contract that it does not employ or contract with any illegal immigrants in its contract with the Bureau of Legislative Research. Vendors shall certify on the Proposal Signature Page and online at <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new> . Any subcontractors used by the Vendor at the time of the Vendor's certification shall also certify that they do not employ or contract with any illegal immigrant. Certification by the subcontractors shall be submitted within thirty (30) days after contract execution.

RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant to Arkansas Code § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

By checking the designated box on the Proposal Signature Page, the Vendor agrees and certifies that they do not, and will not for the duration of the contract boycott Israel.

DISCLOSURE FORMS

Completion of the EO-98-04 Governor's Executive Order contract disclosure forms located at <http://www.dfa.arkansas.gov/offices/procurement/Documents/contgrantform.pdf> is required as a condition of obtaining a contract with the Bureau of Legislative Research and shall be submitted with the Vendor's response.

SECTION I. GENERAL INFORMATION

1.0 INTRODUCTION

The purpose of this Request for Proposals ("RFP") issued by the Bureau of Legislative Research ("BLR") is to invite responses ("Proposals") from Vendors desiring to provide Employee Health Benefits Consulting Services for the Executive Subcommittee of the Legislative Council (the "Subcommittee").

The Subcommittee and the BLR intend to execute one (1) contract as a result of this procurement ("the Contract"), if any contract is issued at all, encompassing all of the products and services contemplated in this RFP, and Proposals shall be evaluated accordingly. All Vendors must fully acquaint themselves with the needs and requirements of the Subcommittee and the BLR and obtain all necessary information to develop an appropriate solution and to submit responsive and effective Proposals.

Section 1.0 - Alliant acknowledges and agrees with the requirements set forth in this section

1.1 ISSUING AGENCY

This RFP is issued by the BLR for the Subcommittee. The BLR is the sole point of contact in the state for the selection process. Vendor questions regarding RFP-related matters should be made in writing (via e-mail) through the Director of the BLR's Legal Counsel, Jillian Thayer, thayerj@blr.arkansas.gov. Questions regarding technical information or clarification should be addressed in the same manner.

Section 1.1 - Alliant acknowledges and agrees with the requirements set forth in this section

1.2 SCHEDULE OF EVENTS

- | | |
|---|--|
| • Release RFP | March 15, 2021 |
| • Deadline for submission of questions | March 15, 2021 |
| • Closing for receipt of proposals and opening of proposals | April 12, 2021 at 4:00 p.m. CDT |
| • Evaluation of proposal by BLR | April 12, 2021 to April 22, 2021 |
| • Proposal released to Subcommittee | April 23, 2021 |
| • Selection of Vendors to make Oral Presentations | To Be Announced by Subcommittee |
| • Oral Presentations/Intent to Award | To Be Announced by Subcommittee |
| • Approval of draft contract by the Policy-Making Subcommittee of the Legislative Council | May 19, 2021 |
| • Approval of final contract by the Legislative Council | May 21, 2021 |
| • Contract Execution and Start Date | Upon approval of the Legislative Council |
| • Final Report presented to Legislative Council | October 15, 2021 |

Proposals are due no later than the date and time listed on Page 1 of the RFP.

Section 1.2 - Alliant acknowledges and agrees with the requirements set forth in this section

1.3 **CAUTION TO VENDORS**

- Vendors shall not contact members of the Subcommittee or the BLR regarding this RFP or the Vendor Selection process from the time the RFP is posted until the Intent to Award is issued, other than through submission of questions in the manner provided for under Section 1.7 of this RFP. The BLR will initiate all other necessary contact with Vendors. ***Any violation of this requirement can be considered a basis for disqualification of the Vendor by the Subcommittee.***
- **Vendors shall respond to each numbered paragraph of the RFP, including by written acknowledgment of the requirements and terms contained in paragraphs that require no other response.** (e.g. "Section 1.3. Vendor acknowledges and agrees with the requirements set forth in this section.") Failure to provide a response will be interpreted as an affirmative response or agreement to the conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response, and Vendor must identify the specific page and paragraph being referenced.
- On or before the date and time specified on page one of this RFP, Vendors shall submit:
 - a. One (1) signed original hard copy of the original proposal and the Official Proposal Price Sheet ("OPPS");
 - b. Fifteen (15) additional copies of the redacted proposal and the OPPS (If no redacted version is submitted, then 15 copies of the original proposal.); and
 - c. If the Vendor's proposal contains information that is proprietary and confidential, two (2) electronic versions of the proposal (one (1) redacted electronic version and one (1) unredacted electronic version) on CD, flash drive, or via e-mail. However, if there is no information to redact, one (1) electronic version of the proposal is sufficient.
- If emailing electronic versions, send to Jillian Thayer at thayerj@blr.arkansas.gov.
- Failure to submit the required number of copies with the proposal may be cause for rejection.
- For a proposal to be considered, an official authorized to bind the Vendor to a resultant contract must have signed the proposal **and** the Official Proposal Price Sheet.
- All official documents shall be included as part of the resultant Contract.
- The Subcommittee reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the Subcommittee to do so. Proposals will be rejected for one or more reasons not limited to the following:
 - a. Failure of the Vendor to submit his or her proposal(s) on or before the deadline established by the issuing office;
 - b. Failure of the Vendor to respond to a requirement for oral/written clarification, presentation, or demonstration;
 - c. Failure to supply Vendor references;
 - d. Failure to sign the original proposal **and** the Official Proposal Price Sheet;
 - e. Failure to complete and sign the Official Proposal Price Sheet(s);
 - f. Any wording by the Vendor in its response to this RFP, or in subsequent correspondence, that conflicts with or takes exception to a requirement in the RFP; or
 - g. Failure of any proposed services to meet or exceed the specifications.

Section 1.3 - Alliant acknowledges and agrees with the requirements set forth in this section

1.4 RFP FORMAT

Any statement in this document that contains the word “must” or “shall” means that compliance with the intent of the statement is mandatory, and failure by the Vendor to satisfy that intent will cause the proposal to be rejected.

Section 1.4 - Alliant acknowledges and agrees with the requirements set forth in this section

1.5 ALTERATION OF ORIGINAL RFP DOCUMENTS

The original written or electronic language of the RFP shall not be changed or altered except by approved written addendum issued by the BLR. This does not eliminate a Vendor from taking exception(s) to these documents, but it does clarify that the Vendor cannot change the original document’s written or electronic language. If the Vendor wishes to make exception(s) to any of the original language, it must be submitted by the Vendor in separate written or electronic language in a manner that clearly explains the exception(s). If Vendor’s submittal is discovered to contain alterations/changes to the original written or electronic documents, the Vendor’s response may be declared non-responsive, and the response shall not be considered.

Section 1.5 - Alliant acknowledges and agrees with the requirements set forth in this section

1.6 REQUIREMENT OF AMENDMENT

THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE BUREAU OF LEGISLATIVE RESEARCH. Vendors are cautioned to ensure that they have received or obtained and responded to any and all amendments to the RFP prior to submission.

Section 1.6 - Alliant acknowledges and agrees with the requirements set forth in this section

1.7 RFP QUESTIONS

Any questions regarding the contents and requirements of the RFP and the format of responses to the RFP shall be directed to Jillian Thayer *via email only* at thayerj@blr.arkansas.gov. Questions must be submitted by the deadline set forth in Section 1.2, Schedule of Events. Questions submitted by Vendors and answers to questions, as provided by the Bureau of Legislative Research, will be made public.

Section 1.7 - Alliant acknowledges and agrees with the requirements set forth in this section

1.8 PRICES/COST

An official authorized to bind the Vendor to any resulting Contract must sign the Official Proposal Price Sheet.

Vendors must include all pricing information on the Official Proposal Price Sheet and any attachments thereto and must clearly mark said page(s) as pricing information. Official Proposal Price Sheets may be reproduced as needed. Vendors may expand items to identify all proposed services and costs. A separate listing, which must include pricing, may be submitted with summary pricing.

All charges included on the Official Proposal Price Sheet, must be valid for one hundred eighty (180) days following proposal opening, and shall be included in the cost evaluation. The pricing must include all associated costs for the service being bid.

The BLR will not be obligated to pay any costs not identified on the Official Proposal Price Sheet. Any cost not identified by the Vendor but subsequently incurred in order to achieve successful operation will be borne by the Vendor.

Section 1.8 - Alliant acknowledges and agrees with the requirements set forth in this section

1.9 PROPRIETARY INFORMATION

Proposals and documents pertaining to the RFP become the property of the BLR, and after release to the Subcommittee, shall be open to public inspection pursuant to the Freedom of Information Act of 1967, Arkansas Code § 25-19-101, *et seq.* It is the responsibility of the Vendor to identify all proprietary

information by providing a redacted copy of the proposal, as discussed below, and to seal such information in a separate envelope or e-mail marked as confidential and proprietary.

If the proposal contains information that the Vendor considers confidential and proprietary, the Vendor shall submit one (1) complete electronic copy of the proposal from which any proprietary information has been removed, *i.e.*, a redacted copy. The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and be submitted on a CD, a flash drive, or in a separate e-mail. Except for the redacted information, the electronic copy must be identical to the original hard copy. The Vendor is responsible for ensuring the redacted copy on CD, flash drive, or submitted via e-mail is protected against restoration of redacted data. ***Submission of a redacted copy is at the discretion of the Vendor, but if no information is redacted, the entire proposal will be considered available as public information once published to the Subcommittee members.***

Section 1.9 - Alliant acknowledges and agrees with the requirements set forth in this section

1.10 DELIVERY OF RESPONSE DOCUMENTS

It is the responsibility of Vendors to submit proposals at the place and on or before the date and time set in the RFP solicitation documents. Proposal documents received at the BLR office after the date and time designated for proposal opening are considered late proposals and shall not be considered. Proposal documents that are to be returned may be opened to verify which RFP the submission is for.

Section 1.10 - Alliant acknowledges and agrees with the requirements set forth in this section

1.11 BID EVALUATION

The Subcommittee will evaluate all proposals to ensure all requirements are met. The Contract will be awarded on the basis of the proposal that most thoroughly satisfies the relevant criteria as determined by the Subcommittee.

Section 1.11 - Alliant acknowledges and agrees with the requirements set forth in this section

1.12 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

The Subcommittee will select a small group of Vendors from among the proposals submitted to attend a meeting of the Subcommittee to answer questions and to make oral and written presentations to the Subcommittee. The date of this meeting will be announced by the Subcommittee at least one (1) week prior. All presentations are subject to be recorded.

The Successful Vendor selected by the Subcommittee shall also attend the May 19, 2021 meeting of the Policy Making Subcommittee of the Legislative Council and the May 21, 2021 meeting of the Legislative Council, in order to answer any questions that may arise regarding the Contract.

Section 1.12 - Alliant acknowledges and agrees with the requirements set forth in this section

1.13 INTENT TO AWARD

After complete evaluation of the proposal, the intent to award will be announced at the meeting of the Subcommittee at which select Vendors' oral presentations are given (See Section 1.12). The date of this meeting will be announced by the Subcommittee at least one (1) week prior. The purpose of the announcement is to establish a specific time in which vendors and agencies are aware of the intent to award. The Subcommittee reserves the right to waive this policy, the Intent to Award, when it is in the best interest of the state.

Section 1.13 - Alliant acknowledges and agrees with the requirements set forth in this section

1.14 APPEALS

A Vendor who is aggrieved in connection with the award of a contract may protest to the Legislative Council. The protest shall be submitted in writing within five (5) calendar days after the intent to award is announced. After reasonable notice to the protestor, the Legislative Council, or the Joint Budget Committee if the Arkansas General Assembly is in session, shall promptly meet to discuss and issue a decision in writing

that states the reasons for the action taken. The Legislative Council's or the Joint Budget Committee's decision is final and conclusive. In the event of a timely protest, the Bureau of Legislative Research shall not proceed further with the solicitation or with the award of the contract unless the co-chairs of the Arkansas Legislative Council or the Joint Budget Committee make a written determination that the award of the contract without delay is necessary to protect substantial interests of the state.

Section 1.14 - Alliant acknowledges and agrees with the requirements set forth in this section

1.15 PAST PERFORMANCE

A Vendor's past performance may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation submitted to the Bureau of Legislative Research with the Vendor's RFP response. Documentation shall be in the form of a report, memo, file, or any other appropriate authenticated notation of performance to the vendor files.

Section 1.15 - Alliant acknowledges and agrees with the requirements set forth in this section

1.16 TYPE OF CONTRACT

This will be a term contract commencing on the date of execution of the Contract, and terminating on December 31, 2021, with an option for one (1) renewal of up to six (6) months. The Subcommittee and the BLR will have the option to renegotiate at the time of renewal.

Section 1.16 - Alliant acknowledges and agrees with the requirements set forth in this section

1.17 PAYMENT AND INVOICE PROVISIONS

All invoices shall be delivered to the BLR and must show an itemized list of charges. The Invoice, Invoice Remit, and Summary must be delivered via email to Jillian Thayer, Legal Counsel to the Director, at thayerj@blr.arkansas.gov.

The BLR shall have no responsibility whatsoever for the payment of any federal, state, or local taxes that become payable by the Successful Vendor or its subcontractors, agents, officers, or employees. The Successful Vendor shall pay and discharge all such taxes when due.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the BLR. The BLR may not be invoiced in advance of delivery and acceptance of any services. Payment will be made only after the Successful Vendor has successfully satisfied the BLR as to the reliability and effectiveness of the services as a whole. Purchase Order Number and/or Contract Number should be referenced on each invoice.

The Successful Vendor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the BLR. Access will be granted to state or federal government entities or any of their duly authorized representatives upon request.

Financial and accounting records shall be made available, upon request, to the BLR's designee(s) at any time during the contract period and any extension thereof and for five (5) years from expiration date and final payment on the Contract or extension thereof.

Section 1.17 - Alliant acknowledges and agrees with the requirements set forth in this section

1.18 PRIME CONTRACTOR RESPONSIBILITY

The Successful Vendor will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact.

If any part of the work is to be subcontracted, the Vendor must disclose in its proposal the following information: a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's business organization.

Section 1.18 - Alliant acknowledges and agrees with the requirements set forth in this section

1.19 DELEGATION AND/OR ASSIGNMENT

The Vendor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the Subcommittee. The Vendor shall not delegate any duties under the Contract to a subcontractor unless the BLR, as approved by the Subcommittee, has given written consent to the delegation.

Section 1.19 - Alliant acknowledges and agrees with the requirements set forth in this section

1.20 CONDITIONS OF CONTRACT

The Successful Vendor shall at all times observe and comply with federal and state laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of the work. The Successful Vendor shall indemnify and save harmless the BLR, the Subcommittee, the Arkansas Legislative Council, the Arkansas General Assembly, and the State of Arkansas and all of their officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree by an employee, representative, or subcontractor of the Successful Vendor.

Section 1.20 - Alliant acknowledges and agrees with the requirements set forth in this section

1.21 STATEMENT OF LIABILITY

The BLR and the Subcommittee will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned technical literature to be delivered or to be used in the installation of deliverables. The Vendor is required to retain total liability for technical literature until the deliverables have been accepted by the authorized BLR official. At no time will the BLR or the Subcommittee be responsible for or accept liability for any Vendor-owned items.

The Successful Vendor shall indemnify and hold harmless the Subcommittee and its members, the Arkansas Legislative Council and its members, the BLR and its officers, directors, agents, retailers, and employees, and the State of Arkansas from and against any and all suits, damages, expenses, losses, liabilities, claims of any kind, costs or expenses of any nature or kind, including, with limitation, court costs, attorneys' fees, and other damages, arising out of, in connection with, or resulting from the development, possession, license, modification, disclosure, or use of any copyrighted or non-copyrighted materials, trademark, service mark, secure process, invention, process or idea (whether patented or not), trade secret, confidential information, article, or appliance furnished or used by a vendor in the performance of the Contract.

The resulting Contract shall be governed by the laws of the State of Arkansas, without regard for Arkansas' conflict of law principles. Any claims against the Bureau of Legislative Research, the Subcommittee, the Arkansas Legislative Council, or the Arkansas General Assembly, whether arising in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. Nothing in this RFP or the resulting contract shall be construed as a waiver of sovereign immunity.

Section 1.21 - Alliant acknowledges and agrees with the requirements set forth in this section

1.22 AWARD RESPONSIBILITY

The BLR and the Subcommittee will be responsible for award and administration of any resulting contract(s).

Section 1.22 - Alliant acknowledges and agrees with the requirements set forth in this section

1.23 INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from or given to a competitive company; and

- If there is sufficient evidence of collusion to warrant consideration of this proposal by the Office of the Attorney General, all Vendors shall understand that this paragraph may be used as a basis for litigation.

Section 1.23 - Alliant acknowledges and agrees with the requirements set forth in this section

1.24 PUBLICITY

News release(s), media interviews, or other publicity by a Vendor pertaining to this RFP or any portion of the project shall not be made without prior written approval of the BLR, as authorized by the co-chairs of the Subcommittee. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Vendor's proposal.

The Successful Vendor agrees not to use the BLR's, the Subcommittee's, the Arkansas Legislative Council's, or the Arkansas General Assembly's names, trademarks, service marks, logos, images, or any data arising or resulting from this RFP or the Contract as part of any commercial advertising or proposal without the express prior written consent of the BLR and the Subcommittee in each instance.

Section 1.24 - Alliant acknowledges and agrees with the requirements set forth in this section

1.25 CONFIDENTIALITY

The Successful Vendor shall be bound to confidentiality of any confidential information that its employees may become aware of during the course of performance of contracted services. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the Contract.

The Successful Vendor shall represent and warrant that its performance under the Contract will not infringe any patent, copyright, trademark, service mark, or other intellectual property rights of any other person or entity and that it will not constitute the unauthorized use or disclosure of any trade secret of any other person or entity.

Section 1.25 - Alliant acknowledges and agrees with the requirements set forth in this section

1.26 PROPOSAL TENURE

All Proposals shall remain valid for one hundred eighty (180) calendar days from the Proposal due date referenced on Page 1 of the RFP.

Section 1.26 - Alliant acknowledges and agrees with the requirements set forth in this section

1.27 WARRANTIES

- The Successful Vendor shall warrant that it currently is, and will at all times remain, lawfully organized and constituted under all federal, state, and local law, ordinances, and other authorities of its domicile and that it currently is, and will at all times remain, in full compliance with all legal requirements of its domicile and the State of Arkansas.
- The Successful Vendor shall warrant and agree that all services provided pursuant to this RFP and the Contract have been and shall be prepared or done in a workman-like manner consistent with the highest standards of the industry in which the services are normally performed. The Successful Vendor further represents and warrants that all computer programs implemented for performance under the Contract shall meet the performance standards required thereunder and shall correctly and accurately perform their intended functions.
- The Successful Vendor shall warrant that it is qualified to do business in the State of Arkansas and is in good standing under the laws of the State of Arkansas, and shall file appropriate tax returns as provided by the laws of this State.

Section 1.27 - Alliant acknowledges and agrees with the requirements set forth in this section

1.28 CONTRACT TERMINATION

Subsequent to award and execution of the Contract, the Subcommittee and the BLR may terminate the Contract at any time. In the event of termination, the Successful Vendor agrees to apply its best efforts to bring work in progress to an orderly conclusion, in a manner and form consistent with the Contract and satisfactory to the Subcommittee.

Section 1.28 - Alliant acknowledges and agrees with the requirements set forth in this section

1.29 VENDOR QUALIFICATIONS

The Successful Vendor must, upon request of the Subcommittee, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The Subcommittee reserves the right to make the final determination as to the Vendor's ability to provide the services requested herein.

The Vendor must demonstrate that it possesses the capabilities and qualifications described in Sections 3 and 5, including without limitation the following:

- Be capable of providing the services required by the Subcommittee;
- Provide documentation that it is authorized to do business in this State; and
- Complete the Official Proposal Price Sheet in Attachment A.

Section 1.29 - Alliant acknowledges and agrees with the requirements set forth in this section

1.30 NEGOTIATIONS

As provided in this RFP, discussions may be conducted by the Subcommittee and the BLR with a responsible Vendor who submits proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal responses and negotiation for best and final offers.

Section 1.30 - Alliant acknowledges and agrees with the requirements set forth in this section

1.31 LICENSES AND PERMITS

During the term of the Contract, the Vendor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections, and related fees for each or any such licenses, permits, and/or inspections required by the state, county, city, or other government entity or unit to accomplish the work specified in this solicitation and the contract.

Section 1.31 - Alliant acknowledges and agrees with the requirements set forth in this section

1.32 OWNERSHIP OF DATA & MATERIALS

All data, material, and documentation prepared for the Subcommittee pursuant to the Contract shall belong exclusively to the BLR, for the use of the Subcommittee and other committees of the Arkansas General Assembly, as authorized by the Subcommittee.

Section 1.32 - Alliant acknowledges and agrees with the requirements set forth in this section

SECTION 2. OVERVIEW

2.0 EMPLOYEE HEALTH BENEFITS STUDY OVERVIEW

The Subcommittee is issuing this Request for Proposals with the clear intent to develop and implement a strategic plan and legislative framework for the State and Public School Life and Health Insurance Program (collectively referred to herein as the "Plans" or specifically as the "ASE Plan" for State employees and retirees and the "PSE Plan" for Public School employees and retirees) that will allow the Plans to operate on an actuarially sound basis while offering high-quality and reasonably priced insurance options for active employees and retirees of both the State of Arkansas and various public school districts.

Currently, the Plans are maintained through two (2) separate and distinct self-funded arrangements centered around two (2) non-federal governmental health plans and carries with them the applicable

exemptions from many federal requirements contained within the Employee Retirement Income Security Act of 1974 (ERISA). The Plans are subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and elements of the Health Information Technology Economic and Clinical Health Act (HITECH), as well as many provisions of the Arkansas Code. The Plans are not generally subject to rules issued by the Arkansas Insurance Commissioner unless specifically incorporated by reference. The Plans are governed by the State and Public School Life and Health Insurance Board (the "Board") as established in Arkansas Code § 21-5-401 *et seq.*

Section 2.0 - Alliant acknowledges and agrees with the requirements set forth in this section

2.1 OBJECTIVES

It is the objective of the Subcommittee, by entering into a Contract for consultant services, to provide to the members of the Arkansas Legislative Council detailed and accurate information concerning a multi-year strategic path forward for the Plans in such areas to include, but not limited to, legislative initiated funding, employer subsidy, plan design consideration, and network operations.

The final work product shall constitute a spectrum of options with reasonable assumptions as to the economic, logistic, legal, and political ramifications of the various options. Every effort should be made to provide the options in a politically-neutral and option-agnostic approach so that the Subcommittee is presented actionable and reasonable data, likely outcomes, and anticipated costs for the Subcommittee to fully analyze, debate, and act upon as they elect to do so. The final work product shall address all aspects of operations of the Plans such as Provider Network Reimbursement, Employer contribution strategy, administration expenses, plan design comparisons, market-based benchmarks, quality initiatives, and the over-arching systemic goals regarding the Plans. **The Successful Vendor shall provide this information in a timely manner to the Subcommittee in order to assist the Subcommittee in compiling its report due to the Legislative Council at its October 15, 2021 meeting.**

This Request for Proposal is designed to obtain a Contract to provide Employee Health Benefits Consulting Services to the Subcommittee. All responses to this RFP shall reflect the overall goals and objectives stated herein.

Section 2.1 - Alliant acknowledges and agrees with the requirements set forth in this section

SECTION 3. EMPLOYEE HEALTH BENEFITS CONSULTING SERVICES

3.0 SCOPE OF WORK / SPECIFICATIONS

It will be the responsibility of the Vendor to provide the Subcommittee, and ultimately, the members of the Arkansas Legislative Council, with accurate and detailed reports, guidance, and opinions, including without limitation, information set forth in Section 2.0, above and in this Section 3.0.

A. In General.

In order to achieve the objectives set forth in Section 2.1, above, the Successful Vendor will provide:

- Weekly status updates on the project to the BLR;
- Monthly reports to the Subcommittee, which will require monthly attendance at meetings of the Subcommittee to answer questions regarding the project;
- Answers to research requests or data inquiries by members of the Subcommittee, or other members of the General Assembly, as authorized by the Subcommittee co-chairs;
- Assistance with draft legislation based on recommendations adopted by the Subcommittee; and
- Assistance with drafting a final report for the Subcommittee to submit to the Arkansas Legislative Council no later than October 15, 2021.

Alliant proposes weekly status updates via telephone conference or web conference. We will review the ongoing project management log and prepare monthly summary updates based on these calls. Monthly we will summarize the status of the project, answer questions from the Subcommittee and address any area we need additional clarification from the Subcommittee. Each of these touch points will allow us to maximize our efficiencies to exceed the committee's expectations. In addition, we will provide the Subcommittee with the information and language needed to submit the final report to the Arkansas Legislative Council.

In addition the Successful Vendor will need to:

- Gather information from and meet with interested stakeholders; and
- Be available to attend meetings of the Subcommittee, the Arkansas Legislative Council, and other legislative committees, as requested and authorized by the Subcommittee co-chairs.

The Alliant team is highly skilled in gathering information needed and communicating openly with stakeholders throughout the project. Our team specializes in large self-funded clients and more specifically has a foundation of working with clients in the public sector. We understand the importance of communicating frequently with clarity to ensure objectives are being met and ultimate goals are achieved. The Alliant team is available to meet in person, by teleconference, or web conference as often as necessary during the project.

B. Topics for Analysis and Recommendations.

In addition to the topics addressed in Section 2.0, Vendor shall also provide the following to the Subcommittee as part of their regular updates and final report:

- A comprehensive market based analysis of large self-funded employers, both governmental and private sectors, to compare key elements of the Plans. Elements to include but not limited to:
 - member premium cost share as a percentage of the base monthly health plan premium (employer contribution compared to employee net cost),
 - member cost shares in the form of Deductible, Co-Pays, Co-Insurance percentage, and Maximum Out of Pocket compared to total annual cost of healthcare services, and
 - member participation rates by plan option and for various coverage tiers currently at Employee Only, Employee & Spouse, Employee & Child(ren), and Employee & Family.

To the extent available and applicable to the discussions, Vendor shall consult fully insured employer groups for applicable comparisons as well as large employers in both the self-funded and fully-insured market.

We will provide the Subcommittee with customized benchmarking information. Our approach is highly flexible and customized to your needs. Benchmarking data is extremely valuable, but most single approaches do not provide an accurate representation of your specific peer group. Because of this, we approach benchmarking from multiple directions and often cross-reference multiple sources to present the most relevant information to you.

These sources often include information from current Alliant client data from our proprietary data warehouse, Alliant Analytics (formerly known as iDAP™), and other national survey databases. National surveys can provide some relevant data, but may not be directly comparable because of company size, lack of specific industry information, and wide geographic disparities in healthcare and insurance delivery. With our ability to create subsections of these national reports, we can customize the output to offer the most detailed comparison to review.

In addition, based on our extensive public entity client base, we are able to provide pertinent information regarding industry trends and comparative cost data. Alliant will compare your current benefit and commercial plans, premium costs and cost sharing strategy with that of our benchmark data. After our benchmark review, we will deliver the results of our findings and may suggest additional changes or enhancements that will have a positive effect on plan performance and utilization behaviors.

In working closely with the Subcommittee, we can discuss the industries you most compete with for talent and bring benchmarking data in from those industries as well. Additionally, we will benchmark against best-in-class organizations regardless of industry.

- Non-member demographics to fully analyze and understand the characteristics of the employed and eligible population that opt NOT to participate in the Plans at any available coverage tiers.
 - Data and analysis that will provide the Subcommittee with a better understanding of the economic impact of the premium at the current rate compared to salary of different individuals.

- Vendor shall then use applicable details to examine the impact of and present options such as a possible salary adjustment factor or other income-based element to the current employee premium schedule.

Our proprietary analytics model, Alliant Analytics, allows the Alliant team the option to cross-section data relative to enrolled members as well as those who opt not to enroll. We are able to compare data of over 1000 public sector clients as well as hundreds of large employers nationwide and offer evidence-based solutions to the Subcommittee.

*We use our proprietary data and analytics engine as the core foundation of everything we do. It's called Alliant Analytics (formerly known as IDAP™: Integrated Data & Analytics Platform). None of the self-funded strategic solutions you deploy will be impactful in achieving your goals, unless you are targeting the right interventions in the right locations at the right time. Our financial reporting package is inclusive not only of actual claims costs, fixed expenses, and other program expenses in comparison to your budget, but also a more in-depth analysis to ensure an understanding of specific cost, utilization, trend drivers and clinical indicators such as gaps in care and drug adherence rates. Our intricate focus on analytics balanced with expertise will give you a literal picture of data-driven plan performance metrics. Our actuarial, clinical and core consulting teams coordinate to find the story in the data. Without this level of teamwork, the data would have significantly less value to our clients. Please see **Exhibit 10** for a sample Alliant Analytics/iDAP™ report.*

- A comprehensive provider network analysis to review the breadth of the network supporting the Plans and a full actuarial analysis of the paid claims for a benchmark comparison to the published rates for Medicare fee for service.
 - Historically, the administrative aspect of provider network recruitment, credentialing, and fee schedule negotiation has been contracted to managed care networks and state-wide carriers with little to no direct intervention at the Board or legislative fronts.

Alliant's national resources allow us to maintain platinum status with each of the major medical carriers. This respected distinction provides Alliant access to underwriting, clinical, development, sales and service leaders at each carrier partner. The Alliant team is able to work directly with the carrier's leaders for Arkansas to recognize the most value for the cost of services. Our experts will leverage the needs of Arkansas to guide carriers in provider network development while keeping costs as low as possible. We also have a proprietary provider network discount database that allows to analyze the provider discounts of the major medical carriers.

- A comprehensive review of the Arkansas provider community to review Centers of Excellence or other recognized aspects of quality for various procedures as a consideration for a limited or specialized network for more complex procedures.
 - The review should be sensitive to the diversity of the State and School workforce in the areas of technical proficiency, geography, economic impact to the employer and member in regards to their time away from work, variations in out of pocket costs for care at different locations, and other issues that are directly impacted by limited access to care.

The Alliant team has experience working with thousands of public school districts, state, county and municipalities of all sizes. We recognize that the Arkansas plan is significant in size as a whole, the membership is comprised of many different sized sub-groups, located in large metropolitan areas as well as scenic rural small towns across the State. With our combined team experience we are able to highlight advantages as well as challenges with providers throughout the network. Using these factors, relevant data, and peer experiences across the nation, we are able to design cost effective plan components such as: centers of excellence, incentive network options, quality care metrics, and condition care journeys, etc.

- A comprehensive review of participation rates, members to subscriber ratio between the two Plans, plan designs detailing all cost shares to which the members were exposed, base premium cost, state/school contribution amounts, and employee / retiree premium for the last 15 years.

- This review should include an analysis of the progression of the Plans in regards to participation, costs, and employer subsidy so that paths forward can have the benefit of the past to help direct strategic decisions.

As previously discussed, Alliant has built a data warehouse, Alliant Analytics, to serve as a foundation for establishing a basis and creating a strategic long-term plan. Data is the key to understanding where you are today and developing a responsible model for maintaining employee benefits for State and School District employees and retirees. The Alliant Public Sector team appreciates that Arkansas holds dear the stewardship of public funds. Our goal is to be a true partner as trusted advisor to ensure the success of the Arkansas plan.

- A review of the other public employee plans (cities, counties, colleges, universities, and other public workforces) offered throughout the state for employers outside the current ASE and PSE Plans.
 - This should include, at a minimum, the primary elements of plan design, the base premium, employer subsidy, and employee net costs for the last 5-7 years.

Alliant Insurance Services was founded on successful partnership with public entities since 1925. We utilize benchmark data and our combined experience with cities, counties, states, public schools, higher education, and other municipalities at all points throughout our plan evaluation and strategic planning.

- A review of the contribution strategy for each plan option and coverage tier and how the funding strategy impacts the mix of enrolled members.
 - For the current 2021 plan year, the amount of "State & Plan Contribution" varies by plan option and by coverage tier.
 - Historically, a contribution was allocated based on a percentage of the Base Monthly Premium that varies by plan and tier.

As a Government employer and provider to public schools, the Arkansas plan is caring for the health and wellbeing of those individuals who are responsible for shaping every aspect of the future of Arkansas. The Alliant team recognizes the importance of providing peace of mind for those employees while maintaining a fiscally responsible contribution strategy. We believe that the balance is the difference between a happy, healthy, productive workforce and instability, reduced productivity and absenteeism. We will utilize our financial, underwriting and actuarial teams to assist in reviewing and, if necessary, modifying the current contribution strategy that meets your, and your member's, needs.

- A review of the concepts around Value Based Contracting and Episode of Care contracting for various medical procedures as well as the benefits to the Plans and the members if all providers actively participated in public disclosure and price transparency.

One of the key factors in evaluating concepts for benefits plans comes in understanding how the population will receive and utilize such plan designs. The Alliant team provides detailed summaries and communication tools to promote understanding with the leadership as well as the membership.

- A review of the economic impact regarding the pre-tax premiums coordinated through the public school's cafeteria plans and how those tax savings could be used to benefit the PSE Plan as future premium subsidy.

Our team has experience with all aspects of Cafeteria plan/Section 125 evaluation and administration. We recognize that pre-tax savings can be a benefit to the plan as well as to the individual employee. Alliant's Analytics tool illustrates plan impacts such as tax savings from cafeteria plan participation. We have the ability to develop and maintain Section 125 in-house, as well as the capability to market for services if the Subcommittee would prefer to utilize a third party vendor for Section 125 administration.

- A review of the economic impact regarding a revision to the public school contribution threshold adjusting from a minimum contribution amount per enrolled individual per month (per Arkansas Code § 6-17-1117 et seq.) to a methodology similar to the state funding of an amount per-budgeted position basis.

As part of the strategic long term forecast, our analytics will review impact of alternative contribution methodology and recommend steps to move from the current method if the Subcommittee elects change.

- Analysis of all current legislation applicable to the Plans and recommendations for draft legislation to aid in the strategic growth of the Plans and their improved financial viability.

Alliant will provide a project summary, develop a long-term strategic plan, as well as assist the Subcommittee in creating language for draft legislation for any plan changes the Subcommittee chooses to propose. Alliant's compliance team is staffed with several ERISA attorneys who are experienced in both federal and state legislation.

In the event that services in addition to those described in Sections 2.0 and 3.0 are required during the term of the Contract, the Subcommittee shall vote to authorize additional work, subject to the approval of the Subcommittee co-chairs, who shall have the power to approve the additional services and an additional fee for those services in an amount not to exceed ten percent (10%) of the total contract amount.

Alliant agrees to review requests of the Subcommittee that fall outside the scope of this RFP/Project and provide additional pricing for review, if applicable.

Section 3.0 - Alliant acknowledges and agrees with the requirements set forth in this section

3.1 CONSULTING CAPABILITIES

It should be expected that the Subcommittee may require other details, reports, guidance, and information as part of the final work product under this RFP. It is not possible to capture all variables and discussion points that may be required by the members of the Subcommittee or the legislative body at large so the prospective Vendor should take this opportunity to provide any comparative experience to the Plans or the scope of work envisioned herein to fully and completely communicate their ability to succeed.

In this Section 3.1, Vendor should detail all capabilities, ideas, guidance, and other information to fully demonstrate the capabilities of the prospective Vendor.

Please see Supplemental 1 - RFP Capabilities

Section 3.1 - Alliant acknowledges and agrees with the requirements set forth in this section

3.2 EMPLOYEE HEALTH BENEFITS OVERSIGHT CONSULTING

The Successful Vendor will be evaluated based on a clear and confident understanding of the goals and deliverables addressed in Section 2 and Section 3. To be evaluated as a complete response to this RFP, each prospective vendor must detail their experience, understanding, and potential path of success for each item addressed above.

Vendor's response to this Request for Proposal should be comprehensive and address each individual item of section 3.0 to the Vendor's fullest extent to communicate their understanding of the requirement and how best the Vendor will meet this requirement. All pertinent information regarding the Vendor's proposed solution, team, actuarial resources, technical infrastructure, or other details must be provided to the items in 3.0 and 3.1

The consulting services provided by the successful Vendor pursuant to this Request for Proposal must address the stated specifications and requirements. These services will be provided to the Subcommittee and other legislative committees, as approved.

As requested, the Vendor must attend various meetings of the Subcommittee and other legislative committees of the Arkansas General Assembly. Hourly compensation will be paid for meeting times. The Vendor shall explain any anticipated limitations in its ability to attend meetings of the Subcommittee or other legislative committees or to provide any of the services described in Section 3.0.

All projects shall be paid pursuant to the fee schedule. The Vendor shall submit itemized invoices to the BLR, which will pay the invoices on a monthly basis.

The BLR does not grant the Vendor with exclusive rights to all Employee Health Benefits Consulting Services contemplated under this RFP. In the event that the Subcommittee decides that acquisition of these services by another Vendor is in the Subcommittee's best interests, the BLR reserves the right to contract and purchase Employee Health Benefits Consulting Services from a different source outside of the contract resulting from this RFP, and the Subcommittee's action to procure services outside of the Contract does not infringe upon, nor terminate, the contract resulting from this Request for Proposal.

Section 3.2 - Alliant acknowledges and agrees with the requirements set forth in this section

3.3 PROCUREMENT OF GOODS AND SERVICES

If the Vendor anticipates the need to procure additional goods or services in order to provide the consulting services requested in their RFP, the Vendor must identify the goods and / or services that may be procured, the reason the procurement is necessary, the name of the vendor for whom the goods or services are to be procured, and the anticipated cost of the goods and/or services to be procured.

Section 3.3 - Alliant acknowledges and agrees with the requirements set forth in this section

SECTION 4. COST PROPOSAL

4.0 COMPENSATION

Compensation for Employee Health Benefits Consulting Services shall be paid based upon the work performed as specified in this RFP. A Vendor seeking consideration shall submit a compensation proposal for Employee Health Benefits Consulting Services as provided throughout the RFP.

The fee schedule will cover the time spent in the completion of the requested task or project, as well as other administrative costs (including, but not limited to, secretarial, bookkeeping, budget preparation, monitoring and auditing services, travel expenses, etc.). The fee schedule will cover the time expended inclusive of all overhead or any other costs associated with the particular individuals who may be performing the services.

Alliant prefers to work on a flat fee basis, however, we will comply with an itemized monthly billing method as requested. We feel that there is better accountability if we set a flat fee and have a concise scope of work to deliver. However, we understand that policies may be in place to require monthly accounting and invoicing and feel that our fee would serve as a "not to exceed" total cost for the project described in this RFP.

Please see Cost Proposal - Pricing Attachment A-1

Section 4.0 - Alliant acknowledges and agrees with the requirements set forth in this section

4.1 PAYMENT SCHEDULE

The BLR shall pay the Vendor based on the hours expended for approved projects on a monthly basis or as otherwise may be agreed to in writing by the parties. The BLR may request and the Vendor shall provide timesheets or other documentation as may be directed by the BLR prior to the payment for any services rendered. Failure to provide appropriate and satisfactory documentation will be sufficient grounds to withhold payment for the disputed amount, but other nondisputed amounts must be paid in a timely manner.

Section 4.1 - Alliant acknowledges and agrees with the requirements set forth in this section

4.2 TRAVEL, LODGING, AND MEALS

The Successful Vendor may submit invoices and receive reimbursement for actual travel expenses allowed by law related to attending meetings of the Subcommittee and other legislative committees of the Arkansas General Assembly, or other travel related to work under the Contract as approved by the co-chairs of the Subcommittee. Reimbursement of travel expenses will be included in the total maximum contract amount.

Estimates of expenses as allowed by law for travel related to field work required by the Contract and this RFP should be included by the Vendor in the fee schedule, as required by Section 4.0.

Travel, lodging, meals, and professional expenses are included in our costs and reimbursed internally by our company. We will not be seeking any additional travel related expenses from the Subcommittee.

SECTION 5. ADDITIONAL VENDOR REQUIREMENTS

5.0 COMPREHENSIVE VENDOR INFORMATION

All proposals should be complete and carefully worded and should convey all of the information requested by the Subcommittee and the BLR. If significant errors are found in the Vendor's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Subcommittee will be the sole judge as to whether that variance is significant enough to reject the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content. Proposals that include either modifications to any of the contractual requirements of the RFP or a Vendor's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

Section 5.0 - Alliant acknowledges and agrees with the requirements set forth in this section

5.1 VENDOR PROFILE

In addition to information requested in other sections of the RFP, the Vendor shall submit the following:

- **Business Name;** - *Alliant Insurance Services, Inc*

- **Business Address;** -

*Corporate Headquarters
Alliant Insurance Services
1301 Dove Street, Suite 200
Newport Beach, CA, 92660*

- **Alternate Business Address;** -

*Service Office
Alliant Insurance Services
100 Chesterfield Business Parkway, Suite 200
Chesterfield, MO 63005*

- **Primary Contact Name, Title, Telephone, Fax, and E-mail Address;** -

*Lori Nilsen, First Vice President
Office: 314-405-0453
Cell: 417-827-6310
Fax: 512-306-9310
Email: Lori.Nilsen@Alliant.com*

- **How many years this company has been in this type of business;-**

Alliant Insurance Services, Inc. is the 9th largest Employee Benefits firm in the United States and has a history dating back to 1925. The company was previously Robert F. Driver and was rebranded as Alliant Insurance Services, Inc. in 2006. Alliant provides property and casualty, workers' compensation, employee benefits, surety, and financial products and services to more than 27,000 clients nationwide, including public entities, tribal nations, healthcare, financial, energy and marine, law firms, real estate, construction, aviation, and other industry groups.

- **Proof that the Vendor is qualified to do business in the State of Arkansas;** -

*Alliant Insurance Services, Inc is qualified to do business in the State of Arkansas and has or will obtain any additional license or permit to remain in compliance for the duration of the contract. Please see **Exhibits** for Certificate of Good Standing, and Arkansas Insurance License.*

- **A disclosure of the Vendor's name and address and, as applicable, the names and addresses of the following: If the Vendor is a corporation, the officers, directors, and each stockholder of more than a ten percent (10%) interest in the corporation. However, in the case of owners of equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to own beneficially five percent (5%) or more of the securities need be disclosed; if the Vendor is a trust, the trustee and all persons entitled to receive income or benefits from the trust; if the Vendor is an association, the members, officers, and directors; and if the Vendor is a partnership or joint venture, all of the general partners, limited partners, or joint venturers; -**

Alliant is a private company with more than 53 percent ownership by its own employees and the remaining investment provided by Stone Point Capital LLC and other investors.

Stone Point Capital LLC is a financial services-focused private equity firm based in Greenwich, CT. Stone Point targets investments in the global financial services industry, including investments in companies that provide outsourced services to financial institutions, banks and depository institutions, asset management firms, insurance and reinsurance companies, insurance distribution and other insurance-related businesses, specialty lending and other credit opportunities, mortgage services companies and employee benefits and healthcare companies.

Alliant Employee Benefits is a division within Alliant Insurance Services, Inc., and overseen by a Board of Directors. The Board of Directors is comprised of Alliant Insurance's corporate executives including our Chairman and Chief Executive Officer (Tom Corbett), President (Gregory Zimmer), President of our National Brokerage Group (Ralph Hurst), and three principals from our primary investor, Stone Point Capital.

*Alliant's Executive Management team reports to the Board of Directors through Chairman and Chief Executive Officer, Tom Corbett. The executive management board is comprised of our President, Chief Operating Officer, and Chief Financial Officer, along with the President of our National Brokerage Group, President of our Specialty Insurance Services, Chief Administrative Officer, and heads of our divisions. Alliant's primary divisions include Specialty group, Alliant Americas, and Employee Benefits. Please see **Exhibits** for a copy of our Employee Benefits Organization Chart.*

- **A disclosure of all the states and jurisdictions in which the Vendor does business and the nature of the business for each state or jurisdiction; -**

Alliant is licensed to do business in all 50 United States. The nature of business is the same for all states and jurisdictions. Alliant is a full service Broker/Consultant licensed in all lines of Risk Management and Benefits Consulting.

- **A disclosure of all the states and jurisdictions in which the Vendor has contracts to supply the type of services requested under this RFP and the nature of the goods or services involved for each state or jurisdiction; -**

As referenced in our Supplement, approximately 25% of our total book of business in the United States are public sector organizations. We represent more than 1,000 public entity clients. Alliant's expertise in the public entity sector is unmatched by any other consulting organization. Alliant currently has contracts similar to proposed services in the following ten states:

State of California, State of Illinois, State of Maine, State of Michigan, State of Minnesota, State of Montana, State of Nevada, State of Ohio, State of South Carolina, State of Washington.

- **A disclosure of the details of any finding or plea, conviction, or adjudication of guilt in a state or federal court of the Vendor for any felony or any other criminal offense other than a**

traffic violation committed by the persons identified as management, supervisory, or key personnel;

Alliant Insurance Services, Inc. is a party to certain legal proceedings consistent with a business and business enterprise of its size and scale. None of the proceedings, or their resolution, will have any bearing on Alliant's viability or ability to deliver the services outlined in this proposal. If selected as a finalist a full list of prior and pending litigation will be provided.

- **A disclosure of the details of any bankruptcy, insolvency, reorganization, or corporate or individual purchase or takeover of another corporation, including without limitation bonded indebtedness, and any pending litigation of the Vendor;**

No litigation of this type exists for Alliant.

- **A disclosure of any conflicts of interest on the part of the Vendor or its personnel that will be working on this project. –**

No conflict of interest is known on behalf of Alliant.

- **Additional disclosures and information that the Subcommittee may determine to be appropriate for the procurement involved. –**

Alliant is willing to provide additional disclosures deemed appropriate for this process.

Section 5.1 - Alliant acknowledges and agrees with the requirements set forth in this section

5.2 GENERAL INFORMATION

Vendor shall submit any additional information for consideration such as specialized services, staffs available, or other pertinent information the Vendor may wish to include.

Please see Supplement 1 for additional information.

Section 5.2 - Alliant acknowledges and agrees with the requirements set forth in this section

5.3 DISCLOSURE OF LITIGATION

A Vendor shall include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving such Vendor. A Vendor shall also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime contractor team members, and subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Vendor has submitted a Proposal under this RFP must be disclosed to the BLR in writing within five (5) days after the litigation is commenced.

Alliant is currently involved in pending litigation matters. While Alliant is confident in its claims and/or defenses in each matter, a negative result in any of them would not materially impact Alliant's business operations or financial situation. There are no bankruptcies, liens, judgments or other actions that would affect the viability of Alliant's proposal, operation or financial stability. A complete list will be provided if Alliant is selected as a finalist.

Section 5.3 - Alliant acknowledges and agrees with the requirements set forth in this section

5.4 EXECUTIVE SUMMARY

A Vendor must provide a summary overview and an implementation plan for the entire project being proposed. The intent of this requirement is to provide the Subcommittee with a concise but functional summary of the discussion of each phase of the Vendor's plan in the order of progression. While the Subcommittee expects a Vendor to provide full details in each of the sections in other areas of the RFP relating to its plan, the Executive Summary will provide a "map" for the Subcommittee to use while reviewing the Proposal.

Each area summarized must be listed in chronological order, beginning with the date of Contract execution, to provide a clear indication of the flow and duration of the project. A Vendor may use graphics, charts, pre-

printed reports, or other enhancements as a part of this section to support the chronology or add to the presentation. Any such materials must be included in the original and each copy of the Proposal.

We have proposed our plan for the project as we understand the scope. This timeline is a fluid document and can be amended to meet the specific needs and exceed the Subcommittee expectations.

Please see Sample Project timeline as Attachment A-2.

Section 5.4 - Alliant acknowledges and agrees with the requirements set forth in this section

5.5 VENDOR'S QUALIFICATIONS

A Vendor shall provide resumes or short biographies and qualifications of all management, supervisory, and key personnel to be involved in performing the services contemplated under this RFP. The resumes shall present the personnel in sufficient detail to provide the Subcommittee with evidence that the personnel involved can perform the work specified in the RFP. A Vendor shall provide a brief history of its company, to include the name and location of the company and any parent/subsidiary affiliation with other entities. If a Vendor is utilizing the services of a subcontractor(s) for any of the service components listed, the Vendor shall include in its proposal response a brief history of the subcontractor's company to include the information requested herein.

A Vendor shall provide:

- A brief professional history, including the number of years of experience in providing the services required under this RFP or related experience and any professional affiliations and trade affiliations.

With a history dating back to 1925, Alliant Insurance Services, Inc. is one of the nation's leading distributors of diversified insurance products and services, ranked in the top ten largest insurance brokerage firms in the United States, and number one in terms of public entity General Liability. We are also in the top ten largest Employee Benefits firms in the nation. Alliant is headquartered in Newport Beach, California. We have 115 offices throughout the country, with over 4,000 employees, 1,100 in Employee Benefits specifically. St. Louis office is located within the South Central Region. The Region also includes offices in Kansas City, Memphis, Omaha, Oklahoma City, Dallas, New Braunfels, and Austin.

Proposed service office, Alliant Insurance Services, St. Louis is located at 100 Chesterfield Business Parkway, Suite 200, Chesterfield, MO 63005. Because of Alliant's connectivity and experience across the country, the St. Louis team will be able to offer specialized support while serving as command central for the entire account. The St. Louis Team brings over sixty years of experience to the State of Arkansas as well as deep understanding of unique public sector needs. Lori Nilsen will serve as Lead Consultant and will ultimately be responsible for the complete satisfaction of the State's team. Lori has specialized in the needs and requirements of public sector clients for over twelve years. In addition, Tony Garavaglia will serve as Executive Consultant and will offer decades of large group consulting experience to the team. Tony's leadership with prior national consulting firms provides the State with key insight to innovative products and programs in the market. Kriste Martin will serve as Education Specialist Consultant and brings over a decade of public school specific expertise to the State of Arkansas. Kriste has served as a trusted advisor for hundreds of public schools in Missouri during her career. Kelsey Hartman will be the Public Sector Specialist, Account Manager on the account. Kelsey will serve to maintain project timelines and manage deliverables as the project is completed. Tony and Kelsey are lifelong residents of the St. Louis area, while Lori and Kriste have backgrounds that bring them from rural Southern Missouri. We feel that the team brings an understanding that mirrors the employee base of the State of Arkansas. Our team is regarded as trusted advisors by many public and private organizations in Missouri because of our devotion to serving the community. The St. Louis team will assist the State of Arkansas in utilizing the resources Alliant has to offer on a national scope.

Additional team members as listed in the biography section will also demonstrate best in class talent assembled to serve the State of Arkansas. Please see biographies in the Supplement 1 for additional information.

- A listing of current accounts and the longevity of those accounts.

Alliant currently serves over 1000 public sector clients including eight state entities in the United States. As part of our pledge of transparency, a complete client list could be made available as required to comply with the terms of this project if we are selected as a finalist.

- An organizational chart highlighting the names/positions that will be involved in the contract, including the individual who will be primarily responsible for managing the account on a day-to-day basis.

The proposed Alliant team:

Primary Contact - Lead Consultant: Lori Nilsen, FVP, 20+ years of experience

Executive Consultant: Tony Garavaglia, SVP, 25+ years of experience

Education Specialist Consultant: Kriste Martin, AVP, 15+ years of experience

Account Manager, Kelsey Hartman: Public Sector Specialist

Analytics Consultant: Doug Levit, FSA, MAAA, FCA – EVP, Director of Analytics, Actuary

Pharmacy Consultant: Dave Runkel, - EVP, National Pharmacy Practice Leader

Health & Productivity Consultant: Jennifer Spence – Director of National Health & Productivity

Compliance Consultant: Kristine Blanco, JD – SVP, Director of Compliance & EB Counsel

Please see Exhibits for additional org chart

- A detailed description of the plan for assisting the Subcommittee in meeting its goals and objectives, including how the requirements will be met and what assurances of efficiency and success the proposed approach will provide.

Our approach is based on a working project timeline. We will update the log daily and will review with the committee weekly and monthly as described in this RFP. This written timeline gives us the opportunity to stay on track with deliverables and have a systematic way of reporting progress to the Subcommittee. This document is a living outline and can be adjusted by mutual decision as we go through the process. We have provided a sample working project timeline as Attachment A-2.

- An indication of the timeframe the Vendor would require to assist the Subcommittee in meeting its goals and objectives.

We believe the objectives listed in this RFP can be completed within the six-month timeframe suggested. Alliant has successfully partnered with Public Entities for similar projects and have then agreed to extend the consulting partnership in order to guide the client through the next steps of implementation and ongoing plan management, carrier negotiations, analytics reporting, and employee communications.

- A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) that the Vendor has performed and the general history and experience of its organization.

We have included case studies for multiple public sector clients similar to size, scope and industry to Arkansas. Please see Exhibits for case studies.

- At least three (3) references from entities that have recent (within the last three (3) years) contract experience with the Vendor and are able to attest to the Vendor's work experience and qualifications relevant to this RFP.

References: Available upon being selected as a finalist

- A list of every business for which Vendor has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, Vendor represents that the list is complete.

Alliant provides services similar to the Scope listed in this RFP for thousands of clients. We believe the most similar clients would be from our public sector. Because our firm is one of the top 10 in the nation, we have included public sector case studies in the exhibits.

PUBLIC SECTOR EXPERTISE

Alliant is the largest public entity broker in California and in the top 10 across the nation. We bring to the State the experience gained from working with many public entities. We have over 1,000 public entity clients, including many cities, counties, special districts, community college districts, and K-12 public schools, as either individual clients and/or as clients through our relationship with Joint Powers Authorities. Our extensive public entity client list keeps us focused in a proactive manner to solve issues that are unique to public entities. Our public sector clients include:

- + Over 300 School Districts
- + Over 200 Special Districts
- + 55 of the 58 Counties in California
- + One County in Missouri
- + Over 300 Cities
- + Over 100 Hospitals
- + Over 200 Cities and Counties in MPR

For more than 45 years, Alliant has been meeting the unique employee benefits insurance needs of our clients. Recent acquisitions of employee benefit consulting firms have broadened our borders allowing us to provide unique employee benefit solutions. These resources have added depth to our expertise in providing employee benefit solutions specific to the public sector.

- List of failed projects, suspensions, debarments, and significant litigation.

The Alliant team does not have any failed projects, suspensions, disbarments, or significant litigation to report.

- An outline or other information relating to why the Vendor's experience qualifies in meeting the specifications stated in Section 3 of this RFP.

Strategic Support

- **Consulting Support** – Specialized Public Sector Experience
- **Account Management** – Specialized Public Sector Experience
- **National Consulting Firm** – National and International resources
- **National Programs** – PRISM, MPR, Joint Powers Authority
- **Customized Solutions** – Scope of Services to Fit Each Project

Underwriting Support

- **Consulting Support** - For Meetings With Administrators and Subcommittee
- **Underwriting Analysis** - Standardized Templates for Renewal Projections, Reserve Calculations (IBNR), etc.
- **Benchmarking** – National, Regional, Industry Specific, Enrolled vs Waived.
- **Ad hoc projects** – Centers of Excellence, Condition Specific Journey, On-Site/Near-Site Clinics, etc.

Actuarial Projects

- **Reserve (IBNR) Analysis/Sign-off**
- **Discount Database Analysis**
- **Total Cost Analysis**
- **Creditable Coverage Determination**
- **Retiree Drug Cost Attestation**

Central Data Warehouse

- **Dashboards**
- **Utilization Benchmarking**
- **Budget Reports**
- **Ad Hoc Reports**

Please see additional information in Supplement 1 for summary.

A Vendor shall provide information on any conflict of interest with the objectives and goals of the Subcommittee that could result from other projects in which the Vendor is involved. Failure to disclose any such conflict may be cause for Contract termination or disqualification of the response.

Alliant is not aware of any conflict of interest in collaborating with the Arkansas Executive Subcommittee of the Legislative Council to serve Arkansas.

A Vendor or its subcontractor(s) must list all clients that were lost between March 2018 and the present and the reason for the loss. The Subcommittee reserves the right to contact any accounts listed in this section. A Vendor must describe any contract disputes involving an amount of thirty-five thousand dollars (\$35,000) or more that the Vendor, or its subcontractor(s), has been involved in within the past two (2) years. Please indicate if the dispute(s) have been successfully resolved.

Our Region is recognizing substantial growth and does not have any lost clients to report during this timeframe.

Section 5.5 - Alliant acknowledges and agrees with the requirements set forth in this section

5.5.1 BACKGROUND INVESTIGATION

Vendors must allow the BLR to perform an investigation of the financial responsibility, security, and integrity of a Vendor submitting a bid, if required by the Subcommittee.

Section 5.5.1 - Alliant acknowledges and agrees with the requirements set forth in this section

SECTION 6. EVALUATION CRITERIA FOR SELECTION

6.0 GENERALLY

The Vendor should address each item listed in this RFP to be guaranteed a complete evaluation. After initial qualification of proposals, selection of the Successful Vendor will be determined in a meeting of the Subcommittee by evaluation of several factors.

The Subcommittee has developed evaluation criteria that will be used by the Subcommittee and that is incorporated in Section 6.1 of this RFP. Other agents of the Subcommittee may also examine documents.

Submission of a proposal implies Vendor acceptance of the evaluation technique and Vendor recognition that subjective judgments must be made by the Subcommittee during the evaluation of the proposals.

The Subcommittee reserves, and a Vendor by submitting a Proposal grants to the Subcommittee, the right to obtain any information from any lawful source regarding the past business history, practices, and abilities of Vendor, its officers, directors, employees, owners, team members, partners, and/or subcontractors.

Section 6.0 - Alliant acknowledges and agrees with the requirements set forth in this section

6.1 EVALUATION CRITERIA

The following evaluation criteria are listed according to their relative importance; however, the difference between the importance assigned to any one criterion and the criteria immediately preceding and following is small:

- Directly related experience;
- Pricing;
- Plan for providing services;
- Proposed schedule for providing services;
- Proposed personnel and the credentials of those assigned;
- Compliance with the requirements of the RFP; and
- Past performance.

Section 6.1 - Alliant acknowledges and agrees with the requirements set forth in this section

PROPOSAL SIGNATURE PAGE

Type or Print the following information:

Prospective Contractor Contact Information

Contact Person: Lori Nilsen Title: First Vice President

Phone: 314-504-0453 Alternate Phone: 417-827-6310

Email: Lori.Nilsen@alliant.com

Confirmation of Redacted Copy

☐ YES, a redacted copy of proposal documents is enclosed.

☒ NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

Note: If a redacted copy of the proposal documents is not provided with the Vendor's proposal, and neither box is checked a copy of the unredacted documents will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).

Illegal Immigrant Confirmation

By signing and submitting a response to this RFP and by certifying online at <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>, the Vendor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Vendor certifies that they will not employ or contract with illegal immigrants during the aggregate term of the contract.

Israel Boycott Restriction Confirmation

By checking the box below, the Vendor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

☒ Vendor does not and will not boycott Israel.

An official authorized to bind the Vendor to a resultant contract shall sign below.

The Signature below signifies agreement that any exception that conflicts with the requirements of this RFP will cause the Vendor's proposal to be disqualified.

Authorized Signature: Lori Nilsen Title: FVP

Printed/Typed Name: Lori Nilsen Date: 04/09/2021

ATTACHMENT A
OFFICIAL PROPOSAL PRICE SHEET

Note: The Official Proposal Price Sheet must be submitted in a separate envelope or e-mail. Any reference to pricing in the technical proposal shall be cause for disqualification from further considerations for award.

1. Bids should provide at least a 180-day acceptance period.
2. By submission of a proposal, the proposer certifies the following:
 - A. Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition;
 - B. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition;
 - C. The person signing this proposal is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this RFP; and
 - D. Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

The Official Price Proposal Sheet must be submitted in substantially the following form, allowing for the inclusion of specific information regarding positions, goods, services, etc., and signed by an official authorized to bind the Vendor to a resultant contract.

DESCRIPTION	PRICE PER HOUR	NUMBER OF POSITIONS
Lead Consultant	\$425	3
Analytic Consultant	\$380	2
Account Executive	\$300	1
Account Manager	\$250	1
Wellness Consultant	\$500	1
RX Consultant	\$550	1
Account Admin	\$160	1
DESCRIPTION	PRICE PER UNIT (IF APPLICABLE)	TOTAL PRICE
Subcontractors (if any)	\$0	\$0
Travel	\$0	\$0
Any Additional Goods & Services (List Individually)	\$0	\$0
TOTAL MAXIMUM AMOUNT OF BID:		\$715,000

Lori Nielsen FVP
Signature, Title

04/09/2021
Date