



Section 1

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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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 April 5, 2021
- Closing for receipt of proposals and opening of proposals April 12, 2021 at 4:00 p.m. CDT
- Evaluation of proposals by BLR April 12, 2021 to April 22, 2021
- Proposals 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.

[Gallagher Benefit Services, Inc. acknowledges and agrees with the requirements set forth in this section.](#)

1.3 CAUTION TO VENDORS

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.*

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. acknowledges and agrees with the requirements set forth in this section. Indemnification should be limited to negligent acts and omissions, breaches of the contract, intentional misconduct, or violations of law. Please refer to our attached Proposal Deviations & Exceptions for further comments.](#)

1.22 AWARD RESPONSIBILITY

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

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.



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Gallagher Benefit Services, Inc. will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the State was used to create and which was developed entirely using Gallagher's own resources. To the extent Gallagher's intellectual property is necessary for the State to use the services provided, Gallagher will grant to the State a non-exclusive, royalty-free license to Gallagher's intellectual property solely for the State's use of such services.



Section 2

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.*

[Gallagher Benefit Services, Inc. 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.



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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.

Gallagher Benefit Services, Inc. acknowledges and agrees with the requirements set forth in this section.



Section 4

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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. acknowledges and agrees with the requirements set forth in this section.](#)



Section 6

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.

[Gallagher Benefit Services, Inc. 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.

[Gallagher Benefit Services, Inc. acknowledges and agrees with the requirements set forth in this section.](#)

Gallagher Proposal Deviations & Exceptions

State of Arkansas, RFP BLR-210001, Employee Health Benefits Consulting

- Equal Employment Opportunity Policy (PDF page 2) - Gallagher is fully committed to its role as an Equal Opportunity Employer. The opportunities afforded to its employees are available equally to all. Applicants and employees are evaluated on the basis of job qualifications and not on age, race, sex, veteran status, religion, color, national origin, non-job related handicap or disability, or any other characteristic covered by Federal, State, or local law. Inasmuch, as our status as contractors of the federal government has not been determined, any policies or procedures, with respect to Equal Employment Opportunity have been established voluntarily. Currently we do not have an Affirmative Action Plan.
- Section 1.21 (PDF page 7) – Indemnification should be limited to negligent acts and omissions, breaches of the contract, intentional misconduct, or violations of law.
- Section 1.21 (PDF page 7) - Unless you have received an exception for this government entity group, the \$1 million limitation of liability language needs to be added to the indemnification provision.
- Section 1.28 (PDF page 9) - Note that the State can terminate the agreement at any time for any reason and with no minimum notice period. You may want to request 30 days' advance notice.
- Section 1.32 (PDF page 9) - This section should make clear that Gallagher will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the State was used to create and which was developed entirely using Gallagher's own resources. To the extent Gallagher's intellectual property is necessary for the State to use the services provided, Gallagher will grant to the State a non-exclusive, royalty-free license to Gallagher's intellectual property solely for the State's use of such services.
- Section 5.1, 7th bullet point (PDF page 14) - Gallagher Benefit Services, Inc. is 100% owned by Arthur J. Gallagher (U.S.) LLC; Arthur J. Gallagher (U.S.) LLC is 100% owned by Arthur J. Gallagher & Co.; Arthur J. Gallagher & Co. is a publicly traded company with two shareholders owning more than a 10% interest. Below is a list of the two shareholders.

Name	Shares of Common Stock(1)	Common Stock Issuable Within 60 Days of March 20, 2019		Total Beneficial Ownership	Percent of Common Stock Outstanding
		Stock Options	Restricted Stock Units (2)		
5% Stockholders					
The Vanguard Group (3) 100 Vanguard Blvd. Malvern, PA 19355	20,308,477	N/A	N/A	20,308,477	11.0%
BlackRock, Inc. (4) 55 East 52nd Street New York, NY 10055	19,674,828	N/A	N/A	19,674,828	10.6%