



REQUEST FOR PROPOSALS  
CONTRACT FOR LOBBYIST  
SERVICES

For the Oklahoma State Association of Health Underwriters

June 2016

REQUEST FOR PROPOSALS FOR

CONTRACT WITH OSAHU FOR LEGISLATIVE LOBBYIST SERVICES

**PART I - INTRODUCTION/INFORMATION**

**Purpose:**

The Oklahoma Association of Health Underwriters (OSAHU) is seeking proposals from qualified organizations/individuals to provide Legislative Lobbyist Services on behalf of the association.

**Information or Clarification:**

For information concerning procedures for responding to this RFP, contact Wayne Pettigrew at 405-642-9350 or via email at [wayne@vanguardbenefitsgroup.com](mailto:wayne@vanguardbenefitsgroup.com).

**Last Date for Receipt of Questions of a Material Nature:**

It is preferred that all questions be submitted in via email to the Oklahoma Association of Health Underwriters by July 15, 2016.

**Proposers please note:** No part of the proposal may be submitted via FAX. The entire proposal must be submitted in accordance with the instructions contained in this RFP.

**Contract Term:**

The term of the initial contract will be for a two (2) year period. OSAHU reserves the right to renew the contract for additional one (1) or two (2) year extension terms provided all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by OSAHU Board of Directors.

**QUALIFICATIONS AND EXPERIENCE:**

To be eligible to respond to this RFP, the proposer(s) must demonstrate that they, or the Principals assigned to the project, have successfully performed the services in the Scope of Services section of this RFP.

**At a minimum, qualification submittals should include:**

1. A list of clients for whom you have performed these services within the past five (5) years and successes achieved with them. Include company or association, contact name, address, email address, and telephone;
2. A history of your organization, including a current organization chart (if applicable), and any other appropriate descriptive information, which will be helpful in our evaluation of your qualifications and experience. Include the number of years you have provided state and/or federal lobbying services, and provide a list of contracts to include a brief scope of services, fees charged and name of staff member who managed the contract; and
3. Identify the principal(s), “team” members and their tentative individual roles in any OSAHU contract, including how many years each member has been lobbying at the state and/or federal level.
4. Provide disclosure statement citing any potential or existing conflict of interest(s) with the OSAHU other entity.

**PART II - SCHEDULE**

July 8, 2016: The last date for submission of questions of a material nature.

July 15, 2016: Date proposal is due into OSAHU.

August 2016 meetings with finalists

October 1, 2016: Contract awarded by OSAHU

**PART III - SCOPE OF SERVICES**

**BACKGROUND:**

The Oklahoma State Association of Health Underwriters (OSAHU) is a professional organization that seeks to promote its mission to inform and protect the consumer of health insurance and other products by enhancing the professional growth of its members. Our vision is to protect the future of consumer healthcare financing through education and advocacy while maintaining the highest standards of Ethics and Integrity.

The membership of OSAHU consists of insurance agents, company representatives and providers of healthcare. The common denominator is that we are all consumers of health care services as well as insurance professionals.

OSAHU shares in the National Association of Health Underwriter’s vision that every American will have access to private sector solutions for health, financial and retirement security and the services of insurance professionals.

## **GENERAL INFORMATION/OBJECTIVE:**

OSAHU seeks to retain the services of a legislative consultant for matters in which it may need professional assistance before legislators, the Oklahoma Legislature, State of Oklahoma administrative agencies, the Oklahoma Governor and cabinet, Oklahoma State Boards and Commissions, et al. Such services shall include, but is not limited to, attending state legislative committee hearings and meetings, rulemaking proceedings and other administrative or legislative agency meetings. The contract services shall include, but not necessarily be limited to: scheduled, extended, or special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services, in accordance with the terms, conditions, and specifications contained in this RFP. The successful Contractor shall agree to be available at all times upon reasonable request to meet with OSAHU Board of Directors and others as specified in order to perform the responsibilities assigned; and to attend meetings, represent the interests of OSAHU, and act as liaison between OSAHU and all branches, departments, and agencies of State government, legislative members and staff, at any legislative committee meeting or meetings with the Governor, Cabinet, or Cabinet members, or state agencies on matters under the scope of this RFP.

Although legal opinions are not required as a part of the Contractor responsibilities, OSAHU will expect the Contractor to understand the various laws and proposals and the Contractor shall be expected to have the ability to interpret legal implications.

The Contractor is also expected to monitor proposals and activities in meetings regarding state administrative and agency hearings, inclusive of related boards and commissions, as well as in rule challenges in the division of administrative hearings. This would include a review of the agendas and providing notification to OSAHU as pertinent issues arise. The Contractor would also be expected to report the outcome of such meetings. Contractor should be prepared to lobby committee members prior to and at these meetings, to accomplish OSAHU's desired positions. There are no pre-set number of meetings of governmental agencies that the Contractor may be expected to attend or with which to interact. This will be mutually determined between OSAHU and the Contractor following award, and/or as determined to be needed during the contract term.

## **PROFESSIONAL SERVICES REQUIRED:**

1. Review, analyze and report on a continuing basis all existing and proposed state policies, programs, and
2. Identify those legislative issues that may affect OSAHU or its clients, and regularly inform the OSAHU as to these matters. Provide legislative expertise and consulting services.
3. Review the legislative policy statements adopted by other local government lobbying groups and health related organizations and associations for the purpose of identifying issues which may either positively or negatively affect OSAHU. Assist OSAHU board of directors and staff in the coordination and development of OSAHU's legislative program. These issues may include: direct appropriations,

legislative caucuses, political action committee, business development, infrastructure improvements, economic development, revenue enhancement, mandates and other issues.

4. Monitor state legislative committee hearing and meetings prior to and during the regular and special legislative session(s) at which specific issues within OSAHU's adopted legislative program are considered, as well as other that may arise that affect OSAHU.
5. Develop and evaluate strategy for the support, opposition, or amendment of pending legislation.
6. Testify and lobby before the Legislature, Governor, and cabinet as necessary on behalf of the OSAHU, during the annual legislative session, extended, or special session(s) and at legislative committee meetings.
7. Appear and testify before state agency hearings, inclusive of relevant boards and Commissions, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting OSAHU or its clients, and specific legislation contained in the OSAHU's legislative program.
8. Upon request, coordinate appointments/meetings between OSAHU board of directors or staff, and appropriate state officials and legislators.
9. A written report that summarizes the status of OSAHU's legislative priorities shall be provided within one (1) month of the closing of the session.
10. Provide periodic verbal reports during those months that the legislature is not in session, on issues of interest or concern to OSAHU. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.
11. Attend all legislative committee meetings and OSAHU board of director meetings as requested by the legislative committee.
12. Attend and present to the general membership meetings in Oklahoma City and Tulsa on an annual basis.

**RESPONSIBILITIES OF THE CONTRACTOR:**

1. The Contractor shall perform the scope of services, as contained in the RFP specifications. This list of services shall not be deemed to be all-inclusive, and may be changed from time to time as authorized by OSAHU Board of Directors.
2. All correspondence shall be directed through the OSAHU Legislative Chairman, or local chapter designee.

**RESPONSIBILITIES OF OSAHU:**

1. OSAHU shall designate state legislative chairman as the “lead” staff person to coordinate with the Contractor; however, other individuals may be designated by OSAHU President from time to time.
2. OSAHU shall have appropriate members available as may be required to discuss issues with the Contractor, particularly during the legislative session.
3. OSAHU shall use its best efforts to cooperate with the Contractor in providing the information and documentation necessary in the performance of the Legislative consulting services under this contract.

**FEE COMPENSATION/EXPENSES:**

The proposed fee(s) shall detail all costs: i.e. travel, and related incidental out-of-pocket expenses, if applicable. Contractor shall not be reimbursed or otherwise paid for internal word processing, data processing or other services (i.e. local telephone services, copies, mail or postage services) that would reasonably be deemed the Contractor’s overhead expense. Hourly fees for proposed “team” members, expense reimbursement, and related additional costs should be included for information purposes only, and may be used to form a basis for any subsequent negotiations for additional services, outside the base services contained in the RFP, if applicable.

Cost Proposal: Proposer shall define the billing method, not to exceed one detailed invoice/per month.

1. Flat retainer fee including expenses, and inclusive of local travel and administrative expenses, for all services as outlined in the RFP,
2. Costs for any out of state travel if such should be required by OSAHU.
3. Costs for additional services not outlined in the RFP.

NOTE: OSAHU requires proposer(s) to offer their fee to OSAHU as a firm, fixed annual fee schedule, which includes all expenses including travel for the services outlined in RFP.

## **CONFLICT OF INTEREST:**

In the event the Contractor becomes aware of any conflicts or potential conflicts between the interest of OSAHU and the interests of clients of the Contractor, the Contractor shall **immediately** notify OSAHU Legislative Chairman, or designee, in writing, of such conflict. Written notice may be in the form of an email notification. In the event OSAHU becomes aware of any conflicts or potential conflicts between the interest of OSAHU and the interests of clients of the Contractor, OSAHU Legislative Chairman, or designee, shall promptly notify the Contractor of such conflict. OSAHU and the Contractor shall attempt to resolve any such conflict in a manner mutually acceptable to OSAHU and the Contractor. If the conflict cannot be resolved to the satisfaction of OSAHU, OSAHU reserves the right to procure these items/services from other vendors with an appropriate reduction to the Contractor's fee(s) or termination of the contract.

## **PART VI - REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If a proposer to respond to a requirement supplies publications, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

1. All proposals must be submitted by the due date.
2. All proposals must be received by OSAHU via email to [wayne@vanguardbenefitsgroup.com](mailto:wayne@vanguardbenefitsgroup.com) or in written form to 3325 French Park Drive, Edmond, OK 73034.

WRITTEN PROPOSERS MUST SUBMIT THREE (3) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS (not required if submitted via email)

THE ABOVE REQUIREMENT TOTALS THREE (3) COPIES OF YOUR PROPOSAL

**PROPOSAL PAGES ARE AS FOLLOWS:**

1. Signature Page
2. Financial
3. Technical: includes narrative outlining understanding and approach, special considerations and possible difficulties.
  - a. Client References and Successes
  - b. Current Client List
  - c. Existing relationships with State of Oklahoma Local Legislative Delegation, Cabinet officials, Agency heads, and with other key legislators and support staff.
4. Any Attachments to Proposal



**PROPOSAL SUMMARY - SIGNATURE PAGES**

TO: Oklahoma State Association of Health Underwriters

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by OSAHU and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this proposal with any other proposer(s), and have not colluded with any proposer(s) or parties to this proposal. I certify that I am authorized to contractually bind the proposing firm.

Proposal submitted by: \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

Company Name: \_\_\_\_\_  
(Legal Registered)

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

State: \_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

Was this proposal sent to the correct address? If NOT, please indicate corrected address above by checking here .

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below, attachment or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variences? **If YES, please include** a copy with your response.

Included? YES: \_\_\_\_\_ NO: \_\_\_\_\_

**PROPOSAL SUMMARY PAGES - FINANCIAL**

**I FLAT RETAINER FEE PLUS EXPENSES:**

Estimated Total Annual Cost to OSAHU \$\_\_\_\_\_

Describe and Detail all costs included. Please include as an attachment to your RFP response. Detail any exclusion from above Total Cost, if applicable, and the basis for which additional costs shall be charged, if applicable.

AND

**II ADDITIONAL TRAVEL EXPENSES**

Cost to OSAHU \$\_\_\_\_\_

Any fees that would account for any type of additional travel expenses. If additional space is needed, please include as an attachment to your RFP response. Detail fees and calculation as appropriate.

AND

**ADDITIONAL SERVICES NOT OUTLINED IN THE RFP.**

## **PROPOSAL SUMMARY PAGES - TECHNICAL**

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used and attached to your RFP response. Please reference each issue and present in the same order.

1. Understanding of OSAHU's needs and your overall approach to those needs.
2. Timeline schedule to meet with OSAHU and assist in development of OSAHU's Legislative program and finalize annual priorities and issues.
3. Outline of special considerations/needs of OSAHU, or any potential problems.
4. Experience of Proposer and team: Detail all members; provide resumes, education, special training, prior experience in accordance with the RFP requirements.
5. Any additional information pertinent to your capability and resources to perform the RFP services.
6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest
  - a. List all pending lawsuits, which are concerned directly with the staff or part of your organization proposed for the contract:
  - b. List all judgments from lawsuits in the last 5 years, which are concerned directly with the staff or part of your organization proposed for the contract.
7. Client References
8. Current Client List
9. Summary of existing relationships with legislators, cabinet officials, agency heads, and support staff.
10. Have you included the required Original and Two (2) copies of the RFP Proposal and all attachments? YES \_\_\_\_\_ NO \_\_\_\_\_