Request for Proposals

Benefits Brokerage and Consulting

September 22nd, 2026

RFP# 2026-0007

Emergency Medical Services Authority (EMSA)

1417 N. Lansing Ave

Tulsa, OK 74106

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1) Process Overview and Procedures

1.0 Proposal Background

The Emergency Medical Services Authority (EMSA) invites your firm to submit a proposal for services as described within this Request for Proposals (RFP). The expected outcome of this RFP process is the satisfaction of EMSA service requirements, as listed in this RFP.

EMSA is accepting proposals from qualified full-service firms to provide employee health and welfare benefits brokerage and consulting services, and to guide EMSA in achieving self-funded medical insurance beginning 1/1/2028.

EMSA is seeking to name a Broker of Record for all of its Employee Welfare Benefit Plan benefits (i.e., at this time EMSA is not pursuing information regarding Employee Pension Benefit "Retirement" Plans, nor leave administration vendors, etc.), and is looking for continuity of services and a long-term partner. EMSA is particularly interested in a Broker Consultant who can offer creative, innovative approaches, with a proven track record with self-funded health plans, which allows for value-based, high-quality programs that add strong member value while mitigating costs.

EMSA requires an extraordinary partnership with the Broker Consultant for delivering customized quality benefits for our covered employees and their dependents.

The selected Broker Consultant will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication, analytics, optimization, and regulatory compliance of EMSA's benefit programs.

EMSA seeks a totally transparent fee-based compensation structure and requires full and complete disclosure of all direct and indirect compensation received by the respondent or any of its affiliates.

The successful respondent will be designated as EMSA's Broker/Consultant of Record for applicable benefit programs upon contract execution and will also evaluate and coordinate any future inquiries from vendors seeking to be added to the benefits menu of options, thereafter.

1.1 Company Overview

EMSA is Oklahoma's largest provider of pre-hospital emergency medical care. We provide ambulance service to more than 1.2 million residents in central and northeast Oklahoma.

EMSA employs approximately 700 people, including paramedics, emergency medical technicians, system status controllers, i.e., dispatchers, logistics and fleet personnel, and healthcare billing, information technology specialists, and other support roles. The Medical Control Board, a group of Oklahoma emergency physicians, provides independent medical oversight for EMSA, develops treatment protocols, and conducts quality improvement activities.

EMSA provides more than 185,000 emergency and non-emergency transports per year and is nationally recognized for its high performance and superior patient care. The EMSA system has one of the highest cardiac arrest survival rates in the U.S. and is accredited by the Commission on Accreditation of Ambulance Services and the National Academies of Emergency Dispatch.

EMSA has provided advanced life support ambulance service in Oklahoma since 1978. The authority was established as a public utility model and independent trust authority of the city of Tulsa. It expanded in 1990 to become a trust authority of the city of Oklahoma City. Today, EMSA's service area is nearly 900 square miles. Its Eastern Division includes Tulsa and Jenks. EMSA's Western Division includes Oklahoma City, Nichols Hills, The Village, Arcadia, and Valley Brook.

EMSA is governed by an 11-member Board of Trustees appointed by the cities it serves.

1.2 Contacts

Direct all inquiries to the following designated contact:

EMSA
Jennifer Wall, Executive Coordinator
1417 N Lansing Ave
Tulsa, OK 74106

Direct all email correspondence to Jennifer.wall@emsa.net.

1.3 Schedule

The following events are tentatively scheduled for the proposal process:

Date for issuance of RFP	September 22nd, 2026
Publication dates	September 25th, & October 2nd, 2026
Written questions, if any, submitted by proposers	October 9th, 2026
Answers to submitted questions	October 16th, 2026
Proposal responses due	October 30th 2026 (4:00 P.M. CST)
Proposals opened at EMSA Corporate Office located at 1417 N. Lansing Ave, Tulsa, OK 74017	November 3rd, 2026 11:00 AM CST
Short List Interviews / RFP Adjustments	November 9th through 16th, 2026
Final selection awarded and notification	November 30th, 2026 (Pending Board Approval)
Effective	March 1, 2027

1.4 Pre-Bid Conference

EMSA is not planning to hold a pre-bid conference.

1.5 Duration of Offer

Proposals and pricing provided in response to the RFP should be valid for a minimum of 180 days.

1.6 Preparation Cost

EMSA shall not be liable for any costs incurred in the preparation of proposals to respond to this RFP or any costs for clarifying answers, negotiating price, or testing equipment (prior to award). EMSA reserves the right to reject any or all proposals.

1.7 Response Format, Deadline, and Delivery

All proposals must be typewritten on 8-1/2 x 11 papers and contain a table of contents delineating responses to each section. **Proposals must be organized and indexed in the format identified herein in Sections 1, 2 and 3**.

While EMSA is not looking to receive voluminous responses, the response should be written with such specificity and clarity as to respond to each requirement (especially in section 3) clearly so that a non-technical reader would understand the response.

Send a response by mail or courier, it should be sent to the addressee below by the deadline listed in the schedule:

EMSA
Jennifer Wall, Executive Coordinator
1417 N Lansing Ave
Tulsa, OK 74106

All proposals must be submitted by mail or courier in a sealed package clearly marked on the exterior with the proposer's company name and the applicable RFP number (RFP #2026-0007). EMSA shall not be responsible for delays or misrouting resulting from packages that are not properly identified.

Required Attestation. Proposers must complete and submit the attached RFP Attestation and Sworn Statement with their proposal response. The Attestation must be fully completed, signed by an authorized representative of the proposing entity, and notarized as required. Failure to submit a completed Attestation may result in the proposal being deemed non-responsive and rejected from further consideration.

1.8 Official Contacts Only

Proposers are advised that all correspondence regarding this procurement should be made in writing to the above listed contact via email.

Answers to substantive questions raised by any proposer shall be sent in electronic form to every proposer. Proposers are advised against contacting any EMSA team members or Trustee other than the contact listed above. Any such contact prior to the notice of intent to award could be grounds for disqualification of the proposer. Any information obtained by proposers from any source other than written communication from the contact listed above should be considered unofficial and quite possibly in error.

1.9 Errors and Omissions

EMSA shall not be responsible for any errors or omissions by any bidder and retains the right to reject any non-conforming, bids, services, goods or materials.

1.10 Compliance with Laws and Regulations

All proposers agree to comply with federal, state, and local laws, ordinances, rules, and regulations. It shall be the sole responsibility of the proposer to be fully familiar with all laws, ordinances, rules, and regulations that apply to the services and goods provided pursuant to the contract, and to comply thereunder always. Furthermore, the proposer agrees to perform in accordance with the provisions of the contract and all applicable laws, ordinances, rules and regulations, including but not limited to those pertaining to Equal Employment Opportunity, qualifications to do business in the State of Oklahoma,

the furnishing of services or goods contemplated by the RFP, applicable privacy laws, and environmental matters.

1.11 Risk of Loss

Successful bidder agrees to bear all risk of loss, injury, or destruction of goods and materials ordered because of this contract which occur prior to delivery to EMSA; and such loss, injury, or destruction shall not release seller from any obligation thereunder.

1.12 Indemnification

The proposer shall be responsible for its own acts and omissions. The proposer (as indemnitor) will be required to indemnify, defend, save and hold EMSA, its Beneficiary and Non-beneficiary Jurisdictions, officers, trustees, agents, successors and assigns (as indemnitee) harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to acts and omissions of the proposer in its performance or non-performance under the RFP and any resulting contract, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, settlements, interest levied and other charges levied by other federal, state and local government on EMSA or any other indemnitee by reasons of the direct or indirect actions or omissions of the proposer(s). The indemnification obligations will survive and remain in force after the expiration or termination of the contract and are unlimited; provided, however that these obligations are not intended to cover claims against EMSA arising solely from EMSA's own negligence or intentional misconduct. For purposes of this section, the term EMSA shall include EMSA, its officers, Board of Trustees, the Office of the Medical Director, the Medical Control Board, and members of the foregoing entities.

1.13 Addenda and Interpretations

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all the proposers. EMSA is not bound by any oral representations, clarifications, or changes made in the written specifications by EMSA team members unless such clarification or change is provided to bidders in written addendum form from the designated contact. EMSA reserves the right to amend, revise or waive any portion of a request for proposal including by way of illustration: (i) the specifications and (ii) time periods for submission or opening of bids.

1.14 Required Attachments

The following document must be included with the proposal submission:

- Attachment A - RFP Attestation and Sworn Statement

The Attestation must be completed in its entirety, signed by an authorized representative of the proposer, and notarized. Failure to provide the completed Attestation may result in rejection of the proposal as non-responsive.

2) Proposer Information

(Responses to each point must be included in proposer's response)

2.0 Company Profile

The proposer must provide a history for their company. Information to be included in this section is tax identification number, age of company, number of employees, detailed description of its Oklahoma-based operations and staffing, experience with comparable accounts, and a brief description of any existing or past relationship with EMSA, if there is one, including past consulting or other contracts exceeding $50,000.

2.1 Experience and Project Team

The proposer should outline all sales, operational, customer service and technical contacts within your organization to be included in the execution of the proposed solution, including their office location.

2.2 References

The Proposer must provide three (3) current customer references.

Description	Reference #1	Reference #2	Reference #3
Name			
Title			
Company			
Address			
Phone Number			
Email Address			
Similar Services Provided			
Dates of Engagement			

2.3 Reference Contact

EMSA personnel may contact the Proposer's references as submitted in its proposal to substantiate the proposer(s) capabilities and reliability, proposer(s) performance, and

overall service. Proposer(s) is expected to cooperate fully with EMSA personnel or its selected representatives to verify proposer claims.

2.4 Financial Profile

Each proposer must provide financial background of their organization for evaluation of the stability of the company.

2.5 Terms of Payment

The proposer must stipulate that payment is due forty-five (45) days from receipt of invoice.

2.6 Insurance

Provide all pertinent information related to the proposer(s) insurance carriers and levels of coverage, including liability and workers' compensation. All insurance requirements shall remain in effect for the duration of the contract. Prior to commencement of any contract term, unless waived in writing by EMSA, Proposers shall procure, pay for, and maintain the minimum insurance coverages and limits specified in this RFP. Insurance shall be evidenced by delivery to EMSA of certificates of insurance executed by a financially stable insurance carrier(s) acceptable to EMSA and licensed and permitted to write insurance by the State of Oklahoma Insurance Commissioner. The insurance certificates shall list coverage and limits, expiration dates and terms of policies, and the name of all carriers issuing or reinsuring such policies. EMSA reserves the right to request a certified copy of each policy, including any and all endorsements. Insurance requirements shall remain in effect throughout the term of any contract.

Each policy of insurance shall include the following by endorsement or otherwise to the policy:

Sixty (60) days prior to the expiration, cancellation, non-renewal or any material change in coverage or limits on any policy, a notice thereof shall be sent to EMSA at its Tulsa address provided herein. Proposer shall also notify EMSA in a like manner within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage received by the Proposer from its insurer. Nothing shall absolve the Proposer of this requirement to provide notice.

Companies issuing insurance shall waive and have no claims against EMSA for payment of premiums, assessments of deductibles, which are the sole responsibility and risk of Proposer.

All such policies shall name EMSA, its employees and trustees as additionally named insureds.

All policies shall contain a waiver of subrogation to EMSA, its employees and trustees.

Such insurance coverage and limits shall provide for the following minimum coverages:

a. Commercial general liability insurance with limits of not less $1,000,000.00 per occurrence; and $2,000,000.00 annual aggregate.

b. Employee liability coverage with limits of not less $1,000,000.00 per occurrence; and $2,000,000.00 annual aggregate.

c. Worker's compensation coverage to statutory limits as required by law.

2.7 Non-Collusion

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any another vendor.

By submitting a proposal, the vendor represents and warrants that no official or team member of EMSA has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

2.8 Non-Exclusion from Medicare and/or Medicaid

Neither proposer(s) nor any officer, director, employee, agent, contractor, or owner of proposer(s) shall have been excluded from participation in federal health care program, including Medicare, Medicaid, Tricare, Champus, maternal and child health block grants, social service grants, and other stated funded health care programs ("Programs"), have been convicted, sanctioned and/or excluded from a Program, have been convicted of a criminal offense which would trigger exclusion from a Program, have been excluded from a Program, and have been proposed for sanction by a Program. Proposer(s) agrees to immediately notify EMSA if proposer(s) or any of its officers, directors, employees, agents, contractors, owners, or controlling individuals is convicted or excluded by a Program.

3) Project Overview and Requirements

3.0 Solution Overview

EMSA seeks a qualified Employee Health and Welfare Benefits Brokerage and Consulting partner capable of providing comprehensive brokerage, consulting, strategic planning, compliance, analytics, implementation, communication, and benefits optimization services.

The proposer shall describe its capabilities, experience, staffing model, methodology, and proposed approach for each area below. Responses should be sufficiently detailed to allow evaluation by both technical and non-technical reviewers.

Current Census

Category	
Employee Count	700 (Benefit Eligible)
Medical Coverage Counts (518 Total Count - Currently)	EE - 304 ES - 42 EC - 74 EF - 98
Average Age - Benefit Eligible Employees	32 (mean)... 29 (median)
Average Tenure - Benefit Eligible Employees	4.4 (mean)... 2.4 (median)
Locations	Tulsa, OK and Oklahoma City, OK
Structure	An Oklahoma Public Trust (Single T.I.N.)

NOTE: *An electronic copy of the current Benefits Guide and a high-level employee census are included. A detailed employee and dependent census will be provided to vendors who are selected for the interview process.*

3.1 Firm Qualifications, Stability, and Experience

The proposer shall demonstrate organizational strength, financial stability, relevant experience, and industry expertise.

At a minimum, respond to the following:

1. Organizational history, ownership structure, management hierarchy, locations, mission, vision, culture, values, and financial stability.
2. Experience serving public employers, governmental health plans, emergency medical service providers, first responders, healthcare organizations, and other 24-hour workforces.
3. Experience serving Oklahoma employers and familiarity with the Tulsa and Oklahoma City markets.
4. Experience with employer groups of similar size and complexity to EMSA.
5. Experience transitioning employer groups from fully insured medical plans to self-funded arrangements.
6. Client retention statistics and reasons for client turnover.
7. Market leverage, visibility, community involvement, professional board participation, and industry memberships.
8. Any litigation, fiduciary allegations, regulatory investigations, HIPAA incidents, data breaches, E&O claims, mergers, acquisitions, or bankruptcy proceedings occurring within the last five (5) years.

9. Commercial General Liability, Errors & Omissions, and Cyber Liability insurance coverage information.
10. Any additional information relevant to the proposer's qualifications, stability, and experience.

3.2 Service Team and Client Service Model

The proposer shall describe the service team, support resources, and service model proposed for EMSA. Responses shall address:

1. The office location and dedicated service team assigned to EMSA, including roles, credentials, experience levels, workload, and availability.
2. Describe the specialty resources available to EMSA, including actuaries, underwriters, pharmacists, attorneys, compliance professionals, analysts, and HR consultants. For each resource, indicate:
    a. Whether the resource is employed directly by your firm or provided through a third-party relationship.
    b. Qualifications and relevant experience.
    c. EMSA's access to the resource, including any limitations or additional costs.
    d. Experience underwriting medical plans where applicable.
3. Account management philosophy and client service model.
4. Response-time standards, escalation procedures, after-hours support, and customer service commitments.
5. Client satisfaction methodologies and complaint resolution processes.
6. Employee advocacy, claims escalation, and issue-resolution services.
7. Ongoing employee training and quality-assurance programs.
8. Recommended frequency and purpose of meetings with EMSA leadership, executive management, Board of Trustees, and benefits-related committees.
9. Any additional information relevant to the proposed service model.

3.3 Strategic Consulting and Benefits Governance

The proposer shall describe its approach to strategic planning, benefits governance, and long-term program optimization. Responses shall address:

1. Processes used to conduct comprehensive reviews of employee benefits programs.
2. Methods for identifying cost-saving opportunities and operational improvements.
3. Strategies for aligning benefits programs with workforce health, recruitment, retention, and organizational objectives.
4. Strategic planning and governance support services.
5. Approaches to benchmarking plans, fees, total rewards programs, and marketplace practices.

6. Methods for monitoring emerging market trends and identifying strategic opportunities.
7. Major benefits challenges facing employers similar to EMSA and strategies used to address those challenges.
8. Any additional information relevant to strategic consulting and governance support.

3.4 Self-Funding, Risk Management, and Financial Consulting

EMSA is interested in evaluating and potentially implementing a self-funded medical plan. Responses shall address:

1. Evaluation methodologies for self-funded, level-funded, and fully insured funding arrangements.
2. Experience implementing self-funded health plans.
3. Actuarial capabilities and available credentials.
4. Underwriting resources and capabilities.
5. Support for annual budgeting, reserve development, incurred-but-not-reported (IBNR) calculations, and funding level development.
6. Premium equivalent development methodologies.
7. COBRA rate-setting and development methodologies.
8. Strategies related to stop-loss coverage, including specific deductibles and aggregating specific arrangements.
9. Dependent eligibility audit services and methodologies.
10. Approaches used to establish employee premium cost-sharing and contribution strategies.
11. Financial forecasting, reporting, and trend analysis capabilities.
12. Stop-loss carrier evaluation, contract review, negotiation, renewals, and performance monitoring.
13. Any additional information relevant to self-funding and financial consulting services.

3.5 Data Analytics, Reporting, and Population Health

The proposer shall describe available reporting, analytics, and population health resources. Responses shall address:

1. Claims analytics, predictive modeling, reporting capabilities, and data warehouse resources.
2. Access to raw claims data, dashboards, and ad hoc reporting tools available to EMSA.

3. What resources, software, and claims analytics technology or processes do you use to analyze medical and pharmacy claims? Are these tools available to clients and, if so, at what cost?
4. Do clients have access to data and systems for ad hoc queries?
5. Provider performance measurement, reporting, and benchmarking capabilities.
6. Population health reporting methodologies.
7. Wellness and preventive health reporting resources.
8. Medical and pharmacy utilization analytics.
9. Customized executive reporting and executive summary capabilities.
10. Will your organization complete a provider analysis of physicians, clinics, and hospitals that treat our plan participants? If yes, describe the reports EMSA will receive.
11. Will your organization provide wellness and preventive health analyses of members and claims experience? If yes, describe reporting provided to EMSA.
12. Reporting frequency, routine reporting schedules, and program review processes.
13. Methodologies used to benchmark and monitor provider and financial performance.
14. Will your organization provide a wellness and preventive health analysis of our members and claims experience? If so, please describe the type of reporting that will be provided to EMSA?
15. How will you help with the management of insurance, including monthly (or quarterly) supervision and/or preparation of financial and claims activity reports from carriers, executive summary reports, underwriting analysis for annual renewals, and annual financial projections for budgeting purposes?
16. Describe your actuarial services. Please provide actuarial credentials. Is there a fee associated with the service, and if there is an additional fee, please list the projected fee.
17. Any additional information relevant to analytics and reporting capabilities.

3.6 Plan Design, Cost Containment, and Vendor Management

The proposer shall describe its philosophy and approach toward benefit plan design, cost containment, network strategies, and vendor management. Responses shall address:

1. Medical plan design methodologies and recommendations.
2. Philosophies regarding high-deductible health plans and employee premium contributions.
3. Employer HSA contribution strategies.
4. Recommended plan option structures and contribution approaches.

5. Narrow networks, tiered network designs, and any-willing-provider concepts.
6. Reference-based pricing strategies.
7. Out-of-network reimbursement and negotiation methodologies.
8. Network design recommendations including in-state, out-of-state, and wrap network options.
9. Innovative plan designs implemented for comparable clients.
10. TPA evaluation, procurement, selection, and oversight methodologies.
11. Vendor evaluation and performance-management processes.
12. Carrier marketing, renewal, and placement practices.
13. Direct contracting, bundled payments, direct primary care, and alternative reimbursement models.
14. Pharmacy Benefit Manager (PBM) selection methodologies, rebate transparency, pass-through pricing, audit rights, specialty pharmacy management, and fiduciary considerations.
15. Analytics platforms and proprietary tools used to identify cost-containment opportunities.
16. Relationships with major PBMs and major TPAs and disclosure of compensation received.
17. Any additional information relevant to plan design, cost containment, and vendor management.

3.7 Compliance and Regulatory Support

The proposer shall describe available compliance and regulatory support resources. Responses shall address:

1. In-house legal and compliance resources available to support ACA, HIPAA, COBRA, Consolidated Appropriations Act (CAA), and Mental Health Parity compliance.
2. Support provided for ACA eligibility determinations and variable-hour or non-full-time employees.
3. Support for Section 105(h), Section 125, dependent care, nondiscrimination testing, PCORI reporting, and related compliance obligations.
4. Processes for monitoring, interpreting, and communicating legislative and regulatory changes.
5. Oklahoma-specific compliance expertise and mandated benefits requirements.
6. Support for annual ACA and CAA reporting requirements.
7. Assistance with plan eligibility administration and consistency across benefit vendors.

8. Capabilities for developing, maintaining, and updating plan documents, summary plan descriptions, notices, disclosures, and employee communications.
9. Any additional information relevant to compliance and regulatory support services.

3.8 Employee Communications, Enrollment, and Advocacy

The proposer shall describe communication, enrollment, and employee support services. Responses shall address:

1. Communication strategy and enrollment philosophy.
2. Open enrollment planning, employee meetings, benefit fairs, virtual enrollment events, and decision-support resources.
3. One-on-one enrollment support and employee plan selection assistance.
4. New hire onboarding support and benefits education.
5. Development, publication, and distribution of benefits guides and enrollment materials.
6. Benefits portals, electronic communication tools, and educational resources available to employees and HR staff.
7. Employee advocacy and member support services.
8. Any additional information relevant to employee communication and enrollment support.

3.9 Implementation and Transition Management

The proposer shall describe its implementation and transition methodology. Responses shall address:

1. Broker of Record transition procedures and implementation approach.
2. Project governance and change management methodology.
3. Proposed implementation timeline, milestones, client responsibilities, and key deliverables.
4. Transition support for self-funded medical plan implementation effective January 1, 2028.
5. Ongoing implementation support for benefit programs, vendors, and communication initiatives.
6. Willingness to absorb, share, or otherwise assist with EDI and API implementation costs associated with benefit transitions.
7. Any additional information relevant to implementation and transition management services.

3.10 Fees and Compensation

EMSA requires complete transparency regarding all compensation associated with this engagement. Responses shall address:

1. Provide how you expect to be compensated for the services outlined in this proposal. Include your compensation philosophy and consulting model. If you charge fees for ad hoc consulting and employee communications, please indicate the basis of your charges (hourly rates or project fees) and what typical charges might be expected.
2. Please provide all direct and indirect compensation sources, including retainer fees, commissions, overrides, bonuses, contingency compensation, placement fees, and other revenue streams. Attest that all bonuses, year-end volume payouts, etc. will be disclosed to EMSA, with the understanding that any carrier incentive compensation may be applied as credit toward the monthly retainer at the discretion of EMSA. Failure of the consultant/broker to fully disclose additional income associated with the EMSA account may be grounds for immediate termination of the agreement.
3. Please confirm you agree to full transparency of commission and other payments from carriers.
4. Describe your commission-free placement capabilities and compensation alternatives.
5. Describe your methods used to audit, confirm, and disclose compensation arrangements.
6. Will you serve as a fiduciary or co-fiduciary.
7. Provide detail on all additional expenses for which you expect to be reimbursed to fulfill the scope of the services requested. The proposal must provide a guarantee that no additional fees will be charged to EMSA without written consent from EMSA prior to the service being provided.
8. Provide fees details associated with outside contractors or partners the Proposer plans/proposers to use. This includes, but is not limited to, actuarial services, communications support, ad hoc consulting, and special projects.
9. Fees associated with self-funded implementation services.
10. Compensation paid to subcontractors, affiliates, and third-party vendors.
11. Confirmation of non-collusion.
12. Benchmarking methodologies used to evaluate consulting fees.
13. Proposed first-year fees, implementation fees, onboarding costs, and ongoing consulting costs.
14. Proposed contract terms, renewal options, termination provisions, fee guarantees, and annual increase limitations.
15. Any additional information relevant to compensation transparency and fiduciary responsibilities.

3.11 Wellness, Workforce Health, and Total Rewards

The proposer shall describe wellness and workforce health resources available to EMSA. Responses shall address:

1. Approaches used to evaluate wellness opportunities and workforce health initiatives.
2. Mental health and employee wellbeing programs implemented for clients.
3. Wellness incentives, engagement tools, and educational resources.
4. Methods used to translate population health findings into actionable health improvement strategies.
5. Total rewards optimization and competitiveness benchmarking methodologies.
6. Recruitment and retention strategies supported through benefits programs.
7. Any additional information relevant to wellness, workforce health, and total rewards consulting services.

3.12 Additional Value and Competitive Advantage

The proposer shall identify factors that differentiate its organization and service offering. Responses shall address:

1. Organizational, technological, and service differentiators.
2. Proprietary tools, methodologies, analytics platforms, and technology resources available to EMSA.
3. Additional HR, training, research, benchmarking, or consulting resources available to clients.
4. Examples of innovative solutions implemented during the past three years.
5. Market trends anticipated over the next one, three, and five years and strategies for helping clients respond to those changes.
6. Any additional information that demonstrates value beyond the requirements outlined in this RFP.

4) General

4.0 Contract

The contract for professional services shall be prepared under the direction of EMSA, and proposer shall agree to perform and/or furnish all labor, materials, supplies, and services for the performance of any contract in compliance with this RFP, the proposal submitted and accepted by EMSA, and all other laws, rules, codes, regulations, and standards required by EMSA, and the provisions of the RFP and the proposal shall be incorporated as part of the contract between the parties and shall provide the following:

Additional unanticipated expenses generated by the nature of the services needed under this contract may be reimbursed by EMSA upon prior agreement with the proposers.

4.1 General Terms and Conditions

EMSA reserves the right to reject all proposals submitted or to negotiate separately with any source in any manner necessary to serve the best interest of the project.

EMSA advises that all proposals submitted under this RFP will become the property of the EMSA and will not be returned.

Budgets and price quotations are considered public information in proposals submitted to EMSA. Classifying budgets and price quotations as "proprietary" or "confidential" may render the proposal non-responsive. Classifying aspects of the proposal that are not trade secrets as proprietary may also render the proposal non-responsive.

EMSA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon ninety (90) days written notice to the proposer(s). Any contract cancellation notice shall not relieve the proposer(s) of the obligation to deliver or perform on all outstanding orders issued prior to the effective dates of cancellation. Further, EMSA reserves the right to terminate any resulting contract immediately if the proposer(s) breaches any terms or conditions of such contract or if the proposer(s) makes a general assignment for the benefit of creditors or voluntarily or involuntarily becomes bankrupt and has not cured such bankruptcy after 45 calendar days. Such right of termination is in addition to and not in lieu of any other remedy that EMSA may have in law or equity.

4.2 Assignment

The proposer(s) shall not assign any portion of the contract for services to be rendered without first obtaining written consent from EMSA. Any assignment made contrary to the provisions of this section shall terminate the contract and, at the option of EMSA, shall not convey any rights to the assignee. Any change in the proposer’s ownership shall, for the purposes of the contract, be considered a form of assignment. EMSA shall not unreasonably withhold its approval of the requested change in ownership, so long as the transferee is of known financial and business integrity.

4.3 Permits and Licenses

The Proposer shall be responsible for and shall hold any and all required federal, state, or local registrations, permits or licenses required to perform its duties under the contract.

4.4 Compliance with Laws and Regulations

All services furnished by the proposer under the contract shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules, and regulations. It shall be the proposer's sole responsibility to be fully familiar with all laws, rules, and regulations that apply to the services provided by the proposer, and to always comply thereunder.

Non-compliance with any of the requirements could be grounds for disqualification of a proposal.

4.5 Relationship of the Parties

Nothing in the contract resulting from this RFP shall be construed to create a relationship of employer and employee, principal and agent, partnership, or joint venture between EMSA and the proposer. The parties are independent contracting entities. This provision shall not be construed to alter, limit, or eliminate any fiduciary duties, co-fiduciary responsibilities, or other obligations expressly assumed by the proposer under the contract or imposed by applicable law.

4.6 Rights and Remedies Not Waived

The proposer will be required to covenant that the provision of services to be performed by the proposer(s) under the contract shall be completed without further compensation than that provided for in the contract. The acceptance of work under the contract and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the contract. In no event shall payment of consideration by EMSA constitute or be construed to be a waiver by EMSA of any default or covenant or default by the proposer(s). EMSA's payment shall in no way impair or prejudice any right or remedy available to EMSA with respect to such default.

4.7 Consent to Jurisdiction

The proposer and its ultimate parent corporation shall consent to the exclusive jurisdiction of the courts of the State of Oklahoma or a federal court in Oklahoma in any and all actions and proceedings between the parties hereto arising under or growing out of the contract. Venue shall lie in Tulsa County, Oklahoma.

4.8 Cost of Enforcement

If either EMSA or the proposer(s) institutes litigation against the other party to enforce its rights pursuant to the contract, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be reimbursed within ninety (90) days after receiving notice of the party which prevails.

4.9 Product Endorsement/Advertising

Proposers shall not use the name of EMSA for the endorsement of any commercial product or service without the express written consent and permission of EMSA.

5) Evaluation of Proposals

5.0 Evaluation Overview

EMSA reserves the right to accept or reject any or all proposals. EMSA also reserves the right to award the contract for any such materials, goods, or services as EMSA deems will best serve its interests. Several factors in addition to costs will be considered when evaluating bids.

5.1 Evaluation Process

EMSA will evaluate each proposal based upon the following:

- Submission of a complete proposal package, including a fully executed RFP Attestation and Sworn Statement.
- Proposer's background and experience delivering secure public-sector, healthcare, subscription, payment, and digital platform projects.
- References provided for comparable implementations (minimum of three (3) required).
- Completeness of the proposal and demonstrated compliance with functional, technical, accessibility, security, privacy, implementation, and support requirements.
- Value-added offerings – should the proposer(s) have any value-added offerings; they will be evaluated for their benefit to EMSA.
- Price – pricing will not be the sole determining factor. EMSA reserves the right to select a vendor for demonstrable reasons other than low bid.

5.2 Award of Contract

EMSA will award the contract(s) within the purview of this bid and subject in each instance to the Purchasing Policy and Procedures of EMSA as the same may be periodically amended. EMSA reserves the right to purchase some, or all the products and services requested in this RFP based upon budgetary concerns or any other reasons.

5.3 Vendor Selection

The Proposer(s) in which the award is made will be based on whose offer is considered the best when evaluated against established criteria and all other offers. Cost is not the primary focus of the award, but is a factor taken into consideration. Criteria shall include, but not be limited to applicable and appropriate experience, qualifications, service model

and account management approach, references and referenced successes, affiliate relationships, consulting approach, strategic planning capabilities and overall capabilities, compliance expertise, fiduciary standing, analytics and reporting capabilities, benchmarking sources, population health, care gap and care coordination capabilities, benefits optimization, cost containment, implementation and change management support, technology features, client service responsiveness, account team qualifications, innovation, demonstrated outcomes, breadth, value-added offerings, depth and bench-strength of both the team and the organization's capabilities, compensation transparency, fees and fee structure, cost, expertise with non-ERISA governmental benefit plans, communication strategies, and reputation, references, and demonstrated results.

RFP / Solicitation Number: _____
Project / Proposal Name: _____
Name of Bidding Entity (Company): _____

The undersigned, being of lawful age and first duly sworn, hereby deposes, attests, and states as follows under penalty of perjury:

1. **Authorized Representation:** I am a duly authorized officer, agent, or representative of the Bidding Entity named above. I swear on oath that I possess the explicit, actual, and specific legal authority to execute this instrument and to legally bind the Bidding Entity to all terms, conditions, pricing, obligations, and commitments contained within this Request for Proposal (RFP) response.
2. **Truth and Accuracy of Responses:** I have thoroughly reviewed the Bidding Entity's response to the aforementioned RFP. I certify and attest that all statements, data, representations, financial figures, qualifications, and answers provided in the proposal are true, accurate, current, and complete in all material respects to the best of my knowledge and belief. No material facts have been omitted or misrepresented.
3. **Reliance:** I understand and acknowledge that the evaluating government agency/entity will rely heavily on the truthfulness and accuracy of the statements contained within this proposal to award the contract. Any intentional misrepresentation or false statement may result in the immediate rejection of the proposal, termination of any resulting contract, and potential legal or administrative penalties under applicable state and federal laws.

IN WITNESS WHEREOF, I have executed this Attestation and Sworn Statement this _____ day of _____, 20___.
By: _____
(Signature of Authorized Representative)
Printed Name: _____
Title: _____

NOTARY ACKNOWLEDGMENT (JURAT)

State of Oklahoma }
County of _____ } ss.
Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20___, by _____ *(Name of Signer)*, as _____ *(Title)* of _____ *(Name of Company/Bidding Entity)*, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Seal)

_____
Notary Public Signature

My Commission Expires: _____
My Commission Number: _____