



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
GENERAL SERVICES / PURCHASING

REQUEST FOR PROPOSAL

The Board of County Commissioners, Highlands County, Sebring, Florida, will receive sealed proposals in the County Purchasing Department for:

RFP 10-024 INSURANCE AGENT OF RECORD FOR EMPLOYEE HEALTH BENEFITS
NIGP COMMODITY / SERVICES Code: 918-69

RFP with criteria, requirements, copy of scope of work may be downloaded from the web: www.hbcc.net, or will be provided upon written request by contacting: Director, Gerald (Jed) Secory, CPPO, Highlands County BCC General Services / Purchasing Department 4320 George Boulevard; Sebring, Florida 33875-5803 Phone: 863-402-6523; Fax: 863-402-6735; or by E-Mail: gsecory@hbcc.org or Assistant Director, Danielle Gilbert, CPPB, Highlands County BCC Purchasing, Phone: 863-402-6524, E-mail: dgilbert@hbcc.org.

Proposal submissions must be sealed and marked with the name of the proposer, and the RFP number and title “**RFP 10-024 - Insurance Agent of Record For Employee Health Benefits**” so as to identify the enclosed proposal. Each submittal shall include (1) one original and (6) six copies of the proposal. Proposals must be delivered to Highlands County BCC Purchasing Department, 4320 George Blvd., Sebring, FL 33875-5803, so as to reach said office no later than **2:00 P.M., Thursday; March 18, 2010**, at which time they will be opened. Proposals received later than the date and time as specified will be rejected. The Board will not be responsible for the late deliveries of proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more COUNTY Commissioners may be in attendance at the above bid opening. Highlands COUNTY Local Preference Policy will apply to the award of this bid.

The Highlands COUNTY Board of COUNTY Commissioners reserves the right to accept or reject any or all proposals or any parts thereof, and the award, if an award is made, will be made to the most responsible respondent whose proposal and qualifications indicate that the award will be in the best interest of Highlands COUNTY. The Board reserves the right to waive irregularities in the proposal.

The Board of COUNTY Commissioners of Highlands COUNTY, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26 Florida Statutes should contact Mr. John A. Minor, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: jminor@hbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners
Purchasing Department
Highlands County, Florida

www.hbcc.net

**BID REGISTRATION FOR:
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
RFP 10-024
INSURANCE AGENT OF RECORD FOR EMPLOYEE HEALTH BENEFITS**

You **MUST** register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Purchasing Department as soon as possible. It is the vendor's responsibility to verify if addenda have been issued. All addenda can also be found on the web: www.hbcc.net

Bid Number and Title: **RFP 10-024 INSURANCE AGENT OF RECORD FOR EMPLOYEE HEALTH BENEFITS**

Special Instructions: The (RFI) Request for Information Cut-Off date is Thursday, March 4, 2010.

Bid Opening: Bids must be delivered to Highlands County Purchasing Department, 4320 George Blvd., Sebring, FL 33875-5803; no later than **2:00 P.M., THURSDAY; MARCH 18, 2010** at which time they will be opened. Bids received later than the date and time as specified will be rejected.

This form is for bid registration only.

**BIDDER REGISTRATION
EMAIL OR FAX THIS FORM BACK IMMEDIATELY
DANIELLE GILBERT: dgilbert@hbcc.org
FAX: (863) 402-6735**

Carefully complete this form and mail or fax it to the Purchasing Department. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Fax:** _____

E-mail: _____

SECTION 1.0 GENERAL TERMS AND CONDITIONS (Rev 09/2006)

- A. All responses shall become the property of the County.
- B. **Florida Statutes** 287.087, on Drug Free Work Place, 287.133(3)(a) on Public Entity Crimes, and Section 287.134, on Discrimination, as a whole and/or as shown below, will be complied with:

287.087, Preference to businesses with drug-free workplace programs:

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED IN THE PROPOSAL.

287.133, Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(Note: currently, the threshold for category two projects is \$25,000.)

287.134, Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

- C. Responses are due and must be received in accordance with the instructions given in the announcement page.
- D. The County will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

SECTION 1.0**GENERAL TERMS AND CONDITIONS (Rev 09/2006) cont'd**

- E. Respondents, their agents and associates shall refrain from contacting or soliciting any County Official and that contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.
- F. Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the County nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.
- G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those responses in full or substantially full compliance with them.
- H. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.
- I. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.
- J. Awards will be made to the respondents whose submittal is determined to be the most advantageous to the County, taking into consideration those responses in compliance with the requirements as set forth in this document. The Board of County Commissioners reserves the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.
- K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the Highlands County Purchasing Department. Any oral or other type of communication concerning this document shall not be binding.
- L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.
- M. Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:
 - 1. Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
 - 2. Commercial General Liability: Occurrence Form Required: (Contractor / Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
 - 3. Commercial Automobile Liability Insurance: (Contractor / Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

SECTION 1.0 GENERAL TERMS AND CONDITIONS (Rev 09/2006) cont'd

4. Special Requirements / Evidence of Insurance:

- a. A copy of the Contractor's / Vendor's current certificate of insurance MUST be provided with the response to this ITB, RFP, etc. A formal certificate shall be provided upon announcement that a Contractor / Vendor has been awarded the work as called for in this document. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the COUNTY before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - 1) "Highlands County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation.
 - 2) The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
 - 2.1) In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date.
 - 2.2) Such notification will be in writing by registered mail, return receipt requested, and addressed to the General Services / Purchasing Director, 4320 George Blvd., Sebring, FL 33875-5803.
 - b. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
 - c. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- N. If the goods or services being proposed are for an annual or a semi-annual contract period then Interlocal Agreements between Highlands County Board of County Commissioners, other State or County agencies, the Cities of Sebring and Avon Park, the Town of Lake Placid, and the Highlands County School Board, allow those entities to purchase goods and services through the County's proposals so long as such purchases will not interfere with the timely delivery of goods and services to the County in strict conformity with all specifications of its proposals. Each governmental entity will issue its own purchase orders for all purchases made and will be responsible for all payments thereof. Highlands County reserves the right to direct the successful proposer to prioritize its delivery of goods and services to the County ahead of delivery to other governmental entities purchasing under the County's proposals.
- O. All pages included in or attached by reference to this document shall be called and constitute the proposal as stated on the front page of this document. Vendors who will not be submitting a proposal are requested to notify us and indicate why they are not bidding. Vendors who fail to respond to two or more consecutive announcements may be removed from the County's Vendor bidding list.
- P. Section 00275 -The employment by Contractor of unauthorized aliens in violation of Section 274A of the Immigration and Nationality Act of 1986, as from time to time amended, shall constitute an event of default by Contractor, and upon the occurrence of any event of default, all obligations on the part of the COUNTY to make any further payment of funds pursuant to the Contract shall, if the COUNTY so elects, terminate, and the COUNTY may, at its option, terminate the Contract for cause, but the COUNTY may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedies, and without becoming liable to make any further payment. Awarded Contractor will attest that it is in full compliance with all applicable immigration laws, including, but not limited to, the Immigration and Nationality Act of 1986, as amended.
- Q. Any actual or prospective respondent who wishes to protest the reasonableness, or competitiveness of any award resulting from this RFP, shall comply with the requirements of the Florida Administrative Code chapter 28-110 Bid Protests. Failure to observe such requirements will constitute a waiver of proceedings and of right to protest.

SECTION 1.1 SPECIAL TERMS AND CONDITIONS

- A. The successful respondents shall be required to submit proof of Florida licenses and/or certifications as required by the County and State.
- B. The successful respondents shall be required to enter into a contract that substantially reflects the requirements of this

RFP and normal contract terminology. The COUNTY reserves the right to waive/adjust any minor inconsistencies between the RFP, the resulting purchase order, and the finalized contract.

SECTION 1.1 SPECIAL TERMS AND CONDITIONS (Rev 09/2006) cont'd

- C. The respondents shall procure and maintain, and require each joint respondent to procure and maintain, during the life of this proposal, the insurance coverage listed in this RFP. The policies of insurance shall be primary and written on forms acceptable to the COUNTY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial A.M. Best & Company rating of no less than A: VII.

SECTION 1.2 ADDITIONAL INSURANCE REQUIREMENTS

The consultant(s) providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the COUNTY, until final acceptance by the COUNTY of all products or services by the purchase order or contract, the following type of insurance and as indicated in this RFP. The policy limits required are to be considered minimum amounts.

Professional Liability Insurance Policy in the amount of \$1,000,000 per claim for consultant services.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the consultant(s) under the terms of a contract(s). Sub-Contractor's insurance shall be the responsibility of the consultant.

SECTION 1.3 INDEMNIFICATION:

The COUNTY shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom arising out of, or resulting from, the performance of the products or from the services, for which, the COUNTY is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the consultant, or any subcontractor or any of their agents or employees, or arises from job-related injury.

The consultant(s) agrees to indemnify the COUNTY and pay the cost of the COUNTY'S legal defenses, including fees of attorneys as may be selected by the COUNTY, for all claims described in the hold harmless clause herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy.

It is agreed by the parties hereto that specific consideration will be received by the Awarded Vendor under an agreement and/or contract for this hold harmless / indemnification provision.

END OF SECTION

SECTION 2: LOCAL PREFERENCE

BOARD ADOPTED PURCHASING MANUAL 08/13/2002
APPROVED 09/23/2008
SECTION 2 – POLICIES
ADDITION OF SUBSECTION 110 “LOCAL PREFERENCE”

110 Local Preference
110.10 Allowance of a Local Preference.....2.7

110.10 Intent and Purpose

The intent and purpose of the Highlands County Local Preference in Purchasing is to establish a written policy that allows the authorized purchasing authority of the County to give a preference to local businesses.

110.20 Acknowledgements

Any type of procurement done by the County staff to which the provisions of this subsection are being applied will contain a statement that a local preference will be used in the evaluation and award of that purchase.

110.30 Preference in Bidding

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures, the authorized purchasing authority of the County will give a preference to local businesses in making such purchases or awarding such contracts, in an amount of five (5) percent of the total purchase price under \$250,000.00; four (4) percent from \$250,000.00 to less than \$1,000,000.00; three (3) percent from \$1,000,000.00 to less than \$2,000,000.00; and two (2) percent for purchases \$2,000,000.00 and over with a maximum cost differential that shall not exceed \$80,000.00. For purposes of this subsection “total purchase price” shall include the base bid and all alternatives or options to the base bid which are being awarded by the authorized purchasing authority of the County.

110.40 Preference in (RFP) Requests for Proposals

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five (5) percent of the total score will be assigned for a local preference. Based upon analysis of the market place for each project, staff shall make a determination for inclusion of a local preference in the criteria for consideration for each request for proposal.

110.50 Notice

All procurement documents including but not limited to bid documents and request for proposal documents shall include a notice to vendors of the County’s Local Preference Policy.

110.60 Local Business Definition

For purposes of this subsection, "local business" shall mean a business which:

- (1) Has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotations, competitive bids or request for proposals by the County; and
- (2) Holds any business license required by the County, and/or, if applicable, the Municipalities; and
- (3) Employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

110.65 Certification

Any vendor claiming to be a local business as defined by Section [2.110.60 of this Manual](#), shall deliver a written certification to the County Purchasing Department. The certification shall certify that the business is a “local business” as that term is defined in Section 2.110.60 of this Manual, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury. It is also the responsibility of any vendor claiming to be a local business, as defined by Section 2.110.60 [of this Manual](#), to include a copy of its certification in its bid or proposal. The Purchasing Department shall be required to verify the accuracy of any such certifications when determining whether a vendor meets the definition of a "local business."

SECTION 2: LOCAL PREFERENCE CONT'D

110.70 Exceptions to Local Preference Policy

- (a) The procurement preference set forth in this policy shall not apply to any of the following purchases or contracts:
- A. Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
 - B. Contracts for professional services procurement of which is subject to the (CCNA) Consultants' Competitive Negotiation Act or subject to any competitive consultant selection policy or procedure adopted by or utilized by the Board of County Commissioners;
 - C. Purchases or contracts which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference;
 - D. Purchases made or contracts let under emergency or noncompetitive situations or for litigation related legal services.
- (b) Application of local preference to a particular purchase, contract, or category of contracts for which the Board of County Commissioners is the awarding authority may be waived upon written justification and recommendation by the County Administrator, Assistant County Administrator or General Services Purchasing Director.
- (c) The local preference established in this policy does not prohibit or lessen the right of the Board of County Commissioners and General Services Purchasing staff to compare quality or fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare qualifications, character, responsibility, and fitness of all persons and entities submitting quotations, bids or proposals.
- (d) The local preference established in this policy does not prohibit the Board of County Commissioners from giving any other preference permitted by law, in addition to the local preference authorized in this policy.

110.75 Application and Enforcement of Preference Policy

- (a) The local preference established in this policy shall apply to new quotations, contracts and procurements solicited after the effective date of [this](#) policy.
- (b) This policy shall be implemented in a fashion consistent with otherwise applicable County purchasing policies and procedures.

110.80 Promulgation of Rules

- (a) The County Administrator, Assistant County Administrator, or General Services Purchasing Director are hereby authorized to adopt administrative rules supplemental to the provisions of this policy as deemed necessary and appropriate to implement the provisions of this policy.
- (b) The provisions of this policy and the rules adopted by the County Administrator, Assistant County Administrator, or General Services Purchasing Director shall be provided to potential bidders, vendors, and contractors to the widest extent practicable.

END OF SECTION

RFP 10-024 INSURANCE OF AGENT OF RECORD FOR EMPLOYEE HEALTH BENEFITS

SECTION 3.0 INTRODUCTION

The Board of County Commissioners, Highlands County, Florida (hereinafter the COUNTY) is currently reviewing the structure, scope and economic efficiency of its employee health care insurance. It is seeking proposals from companies or individuals engaged in acting as an Agent of Record in the health insurance field. The COUNTY is particularly interested in a Broker/Agent who can offer creative, innovative approaches that help us maintain quality health care benefits without sacrificing fiscal soundness. The COUNTY invites all interested companies / individuals who wish to participate in the process to submit sealed responses in accordance with the guidelines outlined in this Request For Proposals (RFP). Awarded contract will be for one year at signing with an option of (5) five (1) one year renewals if both parties are in agreement.

Proposals submitted jointly by two or more respondents will be considered. However, if proposals are submitted jointly by two or more respondents, one respondent must be identified as "responsible and accountable" for the proposal, performance of services, including responsibility for acts, errors, or omissions of the joint respondents and their contractors and subcontractors.

SECTION 4.0 BACKGROUND

The COUNTY and Elected Officials employ approximately 527 full time permanent employees, 107 retirees, and 300 dependants, totaling about 950 lives. In addition to COUNTY Government Center location there are various administrative and other support locations throughout the COUNTY. From October 1996 the medical insurance for the COUNTY employees was self-funded, with Corporate Benefits Services of America, Inc., (CBSA) as the Third Party Administrator, and with the CCN Provider Network. At that time the COUNTY offered its employees both an Indemnity and a Managed Care plan. In the fall 2001, the COUNTY approved a contract with Blue Cross & Blue Shield of Florida (POS 927 - a fully insured program). In addition, the COUNTY Health provides, at the COUNTY's expense, a preventive dental plan is given to all employees, with the option to purchase a Full Service Dental Benefit Plan, which is self-funded.

The COUNTY is seeking a qualified professional to act as an agent of record, who is thoroughly knowledgeable of the health insurance industry, insurance providers, products, underwriting, and reasonable costs. We are aware of rising health care costs and wish to ensure we obtain the lowest cost coverage's while maintaining the best available benefits for the cost.

SECTION 5.0 SCOPE OF SERVICES

The COUNTY specifically requests the following services, which shall be provided according to the best commercial practices:

- A. Annual review of employee health benefits for quality of benefit provided, cost effectiveness, competitiveness, and plan administration (by both the COUNTY and provider). Make recommendations concerning any changes in terms, conditions, and limits.

SECTION 5.0 SCOPE OF SERVICES CONT'D

- B. Assist with annual health benefit renewals, including negotiation of any change in contracts.
- C. If health benefits are marketed, prepare RFP specifications, identify appropriate markets, analyze proposals submitted, make recommendations, and assist in negotiation of (preferably multi-year) contracts.
- D. Provide such, actuarial, and consulting services as may be necessary to develop and communicate recommendations to include:
 - 1) Written analysis with sufficient details to support conclusions and recommendations.
 - 2) A discussion of any federal or state legislation affecting the funding of public health insurance programs.
 - 3) Complete details on claim administration and cost containment features of the recommended program.
 - 4) Any other information the Agent deems appropriate.
- E. Audit the health vendors for accuracy of coverage, terms, and conditions.
- F. Monitor ongoing contracts, including provider plan administration, provider compliance with contract, and incurred benefits.
- G. Provide estimates of renewal rates and assist COUNTY staff in preparation of budget figures for health benefits.
- H. Evaluate appropriateness of alternative financing mechanisms such as partial or self funding, and assist in structuring such financing, including recommendation retention levels, stop-loss limits, etc.
- I. Provide information on employee benefit issues, trends, and proposed or new legislation.
- J. Be available to meet, at a minimum of one time with COUNTY Board of Commissioners, COUNTY staff, the Employee Insurance Committee, and the general employee population.
- K. Assist in design and delivery of employee health benefits communication pieces, including presentations at the Health Benefits Fair and Employee Wellness Program.
- L. Be available, to meet at a minimum of one time to answer questions and resolve issues that arise during the year regarding employee benefits contract administration and service provision.
- M. Agree to the compensation language in article 7.0.

SECTION 6.0 MINIMUM QUALIFICATIONS OF COMPANIES

The following are minimum qualifications for consideration by the COUNTY. Respondents not meeting these minimum qualifications as of the due date for the proposals will not be considered:

- A. The respondent and its employees who are responsible and accountable for the COUNTY's account and subcontractors, if any, must have all necessary current licenses issued by the Florida Department of Insurance for providing either consulting services or health benefits insurance. Proper documentation shall be attached to the proposal.
- B. Respondent's servicing office that would provide services to the COUNTY must have at least one (1) Marketing Account Executive and one (1) Customer Service Representative, each with a minimum of three (3) years of health insurance experience.
- C. Respondent's Company must have provided the scope of services listed in Section 6.0 continuously for a minimum of three years, for at least one (1) other client with 100 or more employees. The clients must be identified by the respondent's servicing office (COUNTY and State), if respondent has multiple offices.

SECTION 7.0 DESIGNATED CONTACTS FOR THIS RFP

For questions regarding bid submittal procedures and insurance requirements:

Highlands County BCC
General Services / Purchasing Department
Gerald (Jed) Secory, Director
4320 George Blvd.
Sebring, FL 33875-5803
Tel: 863-402-6523; Fax: 863-402-6735
E-Mail: gsecory@hcbcc.org

Highlands County BCC
General Services / Purchasing Department
Danielle K. Gilbert, Assistant Director
4320 George Blvd.
Sebring, FL 33875-5803
Phone (863) 402-6524, Fax (863) 402-6735
Email: dgilbert@hcbcc.org

For questions regarding the details of the RFP:

Highlands County BCC
John Minor; Human Resources, Director
505 South Commerce Ave., Sebring, Florida 33870-3869
Tel: 863-402-6510; Fax: 863-402-6808
Email: jminor@hcbcc.org

Any other contacts may be considered as lobbying and could result in disqualification of the involved vendor from further consideration in this RFP. Decisions regarding lobbying shall be made at the sole discretion of the County.

SECTION 8.0 TENTATIVE SUBMISSION, REVIEW, AND CONTRACT AWARD SCHEDULE

Date	Phase Description
Sunday, February 7 & Sunday, February 14, 2010	Advertise for Request for Proposals in the Highlands Today, News Sun, Email County's list of Journal Reporting Services, and post to Board's Website
Thursday, March 4, 2010	(RFI) Request for Information Cut-Off Date
Thursday, March 18, 2010	Proposal Submission Deadline, Proposal Opening Date
Thursday, March 25, 2010	Review / Ranking Proposals
TBD	Presentation by Agent Services firms & final ranking
TBD	Negotiations between the work group and awarded firm
Tuesday, April 20, 2010	Submit Contract to Board for Approval

SECTION 9.0 RESPONSE FORMAT CRITERIA:

The following criteria are shown and shall include all proposers' sub-consultants information and must be submitted in a tabbed format. For a proposal to be eligible, the format must be strictly followed; the tabbed format will be scored with a maximum of 20 points. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. MBE/WBE/DBE businesses are encouraged to participate. The COUNTY strictly enforces open and fair competition in its RFP's. A public entity crimes statement may be requested of any awarded proposers. During the RFP process, questions or requests for additional information concerning this RFP shall be directed to **contacts listed in Section 7.0** and not to selection committee members or elected officials and shall be in written format (email, fax, letter, etc).

To facilitate effective evaluation by the COUNTY, proposals are to be a maximum of fifty (50) pages. MBE/WBE/DBE certification(s), index documentation, sectional dividers, and front and back covers will not be counted toward the total. An executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Late Proposals will be returned unopened or will be destroyed if advised by proposer, in writing. Evaluation and selection will occur **in accordance with tentative schedule in Section 8.0** or at a time and place to be determined. At the discretion of the COUNTY, proposers may be asked to give short presentations / interviews as part of the selection and ranking process. **The Proposal must answer each heading and any sub-heading and be constructed in the following tabbed format with section sequences of A-B-C; 9.1 Tab A through 9.3 Tab C.** Late Proposals will be returned unopened or will be destroyed if advised by proposer, in writing.

SECTION 9.1 TAB – A INTRODUCTION

- a) Executive Overview (optional)
- b) Statement of Qualifications
- c) Index

SECTION 9.2 TAB – B EVALUATION CRITERIA

1) PROJECT UNDERSTANDING/PROJECT APPROACH (MAXIMUM 10 POINTS)

- a) Describe understanding of project scope;
- b) Describe project approach;
- c) Describe Quality Assurance and Technical Procedures;

**2) EXPERIENCE, ABILITY OF AGENTS STAFF & TRAINING
(MAXIMUM 20 POINTS):**

- a) Indicate key personnel and their relationship to project categories, especially the Project Manager.
- b) Indicate the general and specific project related capability, including training and experience of all the proposed staff, and indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, to include management, technical, and support staff.
- c) Provide an Organizational Chart for your firm.

**3) RELEVANT FIRM EXPERIENCE (MAXIMUM 20 POINTS):
Qualifications and Experience of Firm and Staffing**

- a) Company background.
- b) What is the single largest number of insured in one group currently handled by your servicing office?
- c) To what extent has your firm developed innovative products and services in response to public insurance needs?
- d) Project Description - Description of project(s) completed in the last ten (10) years having similar or greater relative size and complexity as the proposed project.
- e) PROFESSIONAL DESIGNATIONS/ACHIEVEMENTS: (List_all, including Florida Insurance License(s) and expiration date(s)):
 - 1. Professional Memberships:
 - 2. Relevant Employment History:
 - 3. Primary Responsibilities: (Other Accounts of Respondent)
 - 4. What will be Individual's Probable Responsibilities for the COUNTY's Account?
 - 5. Other Relevant Data: (Continuing Education, Special Skills, Etc.)
 - 6. Municipality/Governmental Entity Experience:
 - 7. Large Organization Experience: Inclusion of resumes, or a similar instrument, is encouraged.
- f) Describe how your firm has improved the health insurance programs of the governmental entities or other large organizations in the past three years to:
 - 1. Reduce costs.
 - 2. Improve insurance coverage, and/or
 - 3. Prevent losses.

SECTION 9.2 TAB – B EVALUATION CRITERIA CONT'D

- g) Identify and explain what you perceive to be the greatest problems associated with health insurance coverage encountered by Governmental entities and suggest methods for handling these problems in the most efficient manner.
- h) LAWSUITS/COMPLAINTS: Provide a separate attachment to this form with full information regarding relevant, major lawsuits and/or any complaints filed with Florida Department of Insurance (DOI), pending and settled, in which respondent has been involved within the last three years.

4) SCHEDULE (MAXIMUM 5 POINTS)

- a) Describe in-house capabilities of your firm to provide project scheduling, cost control, direct access to existing data and first-hand inventory of information and equipment, change order negotiations, project management control systems, or other similar capabilities.

5) REFERENCES (MAXIMUM 20 POINTS)

- a) The Agent must provide five (5) references from clients of similar projects completed in the last ten (10) years. Scope and cost of project shall be indicated.

For each reference listed provide the: Organization's Name; Organization's Address and Phone Numbers (to include E-Mail address); Principal Point of Contact; Length of Association; Size of the Organization; Whether it is a Governmental, or a Not for Profit or For Profit, Private Organization.

6) CLASSIFICATION (MAXIMUM 5 POINTS):

- a) CERTIFIED MINORITY / WOMEN OWNED BUSINESS CERTIFICATION MAY BE BY STATE, FEDERAL, COUNTY OR LOCAL GOVERNMENT. THE FEDERAL DEFINITION OF MBE / WBE MUST BE MET. CONSIDERATION OF MINORITY, WOMEN OR DISADVANTAGED BUSINESS ENTERPRISES IN COMPLIANCE WITH 24-CFR.

In order to receive points for this classification, a copy of their classifications certificate must be included in the proposal. This does not pertain to a company's sub-contractors.

7) LOCATION (MAXIMUM 5 POINTS):

- a) State the proposing firm's location and accessibility during the project.
- b) Identify your requirements for advance notice (including travel time), to attend meetings in Highlands COUNTY, should meetings become necessary, to perform the Scope of Services

8) VOLUME OF PAST 5-YEARS OF CONTRACTS WITH GOVERNMENT AGENCIES (MAXIMUM 5 POINTS)

9) FINANCIAL CAPABILITY (MAXIMUM 5 POINTS):

- a) Financial Capability - A statement indicating financial capability of the firm. Audited financial statement, if available or financial report which includes balance sheet and income statement covering the two most recent fiscal years. Note: If this is considered confidential, it must be sealed and indicated as such.

10) CURRENT AND PROJECTED WORKLOAD (MAXIMUM 5 POINTS):

Include current workload versus capacity of firm and joint venture partners.

11) PRICE PROPOSAL (MAXIMUM 20 POINTS)

Total proposed cost annually.
Methodologies used to establish the level of the Compensation.

12) RFP FORMAT (MAXIMUM 20 POINTS)

SECTION 9.3 TAB – C

OTHER INFORMATION AT THE PROPOSER’S DISCRETION:

SECTION 9.4 PRESENTATION:

- a) The Highlands COUNTY Board of COUNTY Commissioners may require high ranking proposers to participate in presentations and to submit technical or other additional information to its proposal as may result from the presentations.

SECTION 10.0 SELECTION PROCESS AND CRITERIA:

After receipt and review of the proposals and at the discretion of the COUNTY and staff scoring work group, proposers may be asked to give short presentations/ interviews as part of the selection and ranking process. Proposals shall be reviewed by the staff work group and ranked based upon the RFP Evaluation Criteria. Each work group member shall perform their own independent ranking based upon the criteria herein and the highest ranked firms shall be determined by their total score of all work group members. Negotiations for a contract shall follow the order of ranking from highest to lowest total score of either before or after presentations. The selection process shall be open to the public and records shall be maintained in accordance with Florida records retention requirements.

SECTION 11.0 CONTRACT NEGOTIATIONS AND EXECUTION:

Negotiation of contract for services shall follow the initial selection process with the top ranked firm. Should a satisfactory contract not be achievable with top ranked proposer, then the next ranked proposer shall be contacted and negotiations shall begin with each highest ranked firm and so on.

After negotiations, the recommended firm and contract will be submitted for review to the COUNTY Administrator and Board Attorney prior to submittal to the Board. Reviewed contract will be placed on a Board of COUNTY Commissioners' Agenda for their approval and execution.

END OF SECTION

SECTION 12.0 SAMPLE EVALUATION SCORE SHEET:

CRITERIA FOR EVALUATION	Does not meet	Partially Meets Meets		Partially Exceeds		Fully Exceeded	WT	SUB-TOTAL
	0	1	2	3	4	5		
1) PROJECT UNDERSTANDING/PROJECT APPROACH							4	/10
2) EXPERIENCE, ABILITY OF PROFESSIONAL STAFF TRAINING & EXPERIENCE							4	/20
3) RELEVANT FIRM EXPERIENCE							4	/20
4) SCHEDULE							1	/5
5) REFERENCES							2	/20
6) CLASSIFICATION: CERTIFIED MINORITY / WOMEN OWNED BUSINESS CERTIFICATION MAY BE BY STATE, FEDERAL, COUNTY OR LOCAL GOVERNMENT. THE FEDERAL DEFINITION OF MBE / WBE MUST BE MET. CONSIDERATION OF MINORITY, WOMEN OR DISADVANTAGED BUSINESS ENTERPRISES IN COMPLIANCE WITH 24-CFR.	N O (0)					Y E S (5)	1	/5
7) LOCATION							1	/5
8) VOLUME OF PAST 5-YEARS OF CONTRACTS WITH GOVERNMENT AGENCIES							1	/5
9) FINANCIAL CAPABILITY							1	/5
10) CURRENT AND PROJECTED WORKLOAD							1	/5
11) PRICE PROPOSAL							4	/20
12) RFP FORMAT; REFERENCE SECTION 9.0							4	/20
TOTAL								/140

VENDOR NAME _____

RFP NO. 10-024

SCORED BY _____

SIGNATURE _____

DATE _____

SECTION 13.0 COMPENSATION

The COUNTY is aware that an "Agent of Record" would normally receive their compensation from the insurance provider based on a percentage of the overall account value. We request respondents identify their total compensation package for services rendered.

SECTION 14.0 CONTINGENT FEES PROHIBITED

The respondent must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the COUNTY and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or subcontractor, working in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the COUNTY.

SECTION 15.0 TRUTH IN NEGOTIATION

The respondent understands and agrees that the execution of an agreement or contract shall be deemed to be simultaneous execution of a truth-in-negotiation certificate.

SECTION 16.0 INDEMNIFICATION

The respondent shall at its sole cost and expense, defend, indemnify, and hold harmless the COUNTY against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, all attorney's fees and court costs) arising out of or incidental to the acts or omissions of the respondent in the performance of any agreement or contract resulting from this RFP, or work performed thereunder. In the event of joint negligence on the part of the COUNTY and the respondent, any loss shall be apportioned in accordance with the provisions of the Uniform Contribution Among Tortfeasors Act, (Section 768.31, Florida Statutes), as that Act exists on the effective date of the Agreement. This Indemnification for acts and omissions occurring during the term of the Agreement shall survive the term of the Agreement whether such term expires by passage of time or is terminated. The Statement of Indemnification (Section 19) shall be used.

SECTION 17.0 CONFLICT OF INTEREST CERTIFICATE

A public official who has a financial interest in a bid or contract must make a disclosure at the time that the bid or contract is submitted or at a time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the relationship of the public official with the bidder or Proposer. The firm shall complete and submit with their proposal a completed Conflict of Interest Certificate, Section 18.

SECTION 18.0 CONFLICT OF INTEREST STATEMENT

Respondent, by its authorized representative, must execute either Part I or Part II hereunder relative to Florida Statute 112.313 (12). Failure to execute either section will result in rejection of their proposal.

Part I

I hereby certify that no official or employee of the COUNTY of Highlands or independent agency requiring the goods or services described in these specifications has material financial interest in this company.

Company Name _____

Business Address _____

Name of Official _____

Signature _____

County, State, Zip Code _____

Part II

I hereby certify that the following names, County official(s), and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest statements with the Supervisor of Election, Highlands County, Florida.

Name Title or Position _____

Company Name _____

Date of Filing _____

Signature _____

Name of Official _____

Business Address _____

County, State, Zip Code _____

**SECTION 19.0 - STATEMENT OF INDEMNIFICATION
RFP 10-024 INSURANCE AGENT OF RECORD FOR
EMPLOYEE HEALTH AND OTHER BENEFITS**

The CONTRACTOR hereby acknowledges and confirms that the contract price includes this Indemnification/Hold Harmless. The CONTRACTOR shall, in addition to any other obligation to indemnify the COUNTY and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the COUNTY, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract or work performed under or related to this contract, unless caused by the sole negligence of the COUNTY, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the COUNTY to enforce this agreement shall be borne by the CONTRACTOR. This Indemnification shall also cover all claims brought against the COUNTY, its elected officials, employees, agents, or volunteers by any employee of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this Article shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this Article shall survive indefinitely.

It is agreed by the undersigned vendor that they accept the above conditions:

FOR THE CONTRACTOR:

BY _____

Printed Name and Title

Sworn to and subscribed before me this _____ day of _____, 2010.

Personally known _____

OR Produced identification

Notary Public- State of _____

(Type of Identification)

My commission expires _____

(Printed, typed or stamped commissioned
name of Notary Public)