



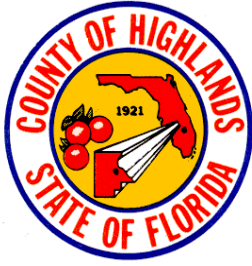
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department
600 S. Commerce Ave.
Sebring, FL 33870
(863) 402-6500 Purchasing Main Line
Purchasing Contact: Lori DeLoach, Purchasing Manager
(863) 402-6504, Direct Line

REQUEST FOR PROPOSAL

RFP No: 21-025/LKD Health Insurance

- x Pre-Solicitation Meeting: None Scheduled for this solicitation**
- Location: N/A**
- ✓ Request for Information Deadline: Friday, August 5, 2022 prior to 5:00 PM**
- ✓ Submission Deadline: Thursday, August 18, 2022, prior to 3:30 PM**

Advertised Date: Saturday July 16, 2022 and Saturday July 23, 2022



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS (RFP) INVITATION

The Board of County Commissioners ("County"), Highlands County, Sebring, Florida, a political subdivision of the State of Florida, will receive sealed proposals in the County Purchasing Department ("Purchasing") for the following services:

RFP 22-025/LKD Health Insurance

Pursuant to Section 287.057, Florida Statutes and the Highlands County Purchasing Manual, the Board of County Commissioners, Highlands County, Florida, and the Board of County Commissioners sitting as the Board of Supervisors of various Special Benefit Districts of Highlands County, Florida, hereby gives notice that it intends to award a contract for for the services provided in **RFP 22-025/LKD Health Insurance**.

RFP with criteria, requirements, and other information, may be downloaded from our website: www.highlandsfl.gov under the Purchasing Division and navigating to "Current Solicitations" or www.vendorregistry.com. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.

A PRE-PROPOSAL meeting will NOT be held for this solicitation.

Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact, prior to the deadline time and date, listed on the cover page.

Determination of Proposer's qualifications will be based on its Proposal which is to be completed and submitted in accordance with the RFP specifications. The contract, if awarded, will incorporate the RFP specifications and the Proposal.

SUBMISSIONS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Thursday, August 18, 2022**, at which time they will be opened. Responses may be submitted by one of the following methods:

· **Electronic submission** to the County website, www.highlandsfl.gov linking to VendorRegistry.com in one all-inclusive adobe file. **File name is to be in the following format: 22-025-Proposer Name**

OR

· **Hard Copy submission** in a sealed and marked package. Affix the supplied "Sealed Solicitation Label" with the name of the Proposer, solicitation number, and title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: all-inclusive identical paper copies, **one (1) original paper copy** (signed in blue ink), of the response, and **one (1) all-inclusive original, electronic copy** (Thumb drive) of the original response.

Submissions received later than the date and time as specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

One or more County Commissioners may be in attendance at meetings.

Highlands County encourages Small business, Minority Business Enterprises and Women Business Enterprises to participate in this solicitation. Highlands County Local Preference Policy and WBE/MBE will apply to the award of this bid.

The County reserves the right to accept or reject any or all Proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the score/ranking of each Proposal and may include presentations, if requested by the evaluation committee, from shortlisted firms. The County reserves the right to waive irregularities in the Proposal.

The County 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 ADA Coordinator at: 863-402-6500 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. 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

Website: www.highlandsfl.gov

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SECTION 1 GENERAL TERMS AND CONDITIONS

DEFINITIONS: For purposes of this Request for Proposal (RFP), the following terms are defined as follows:

- 1.1. **County** means Highlands County, a political subdivision of the State of Florida, the Highlands County Board of County Commissioners and other public entities involved in this cooperative solicitation.
- 1.2. **Proposer** means the individual, firm, partnership, corporation, association, or other legal entity submitting a proposal in response to this RFP that meets the requirements set forth in the solicitation documents. May also be referred to as "Contractor" Or "Respondent."
- 1.3. **Contract/Agreement** An understanding between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance in accordance with the conditions of the agreement. Agreement and Contract are used synonymously.
- 1.4. **Firm** means the Proposer who signs a contract with the County to perform the Scope of Services and is licensed to perform this work.
- 1.5. **All Proposals** shall become the property of the County.

2. RESERVATION OF RIGHTS:

This RFP constitutes only an invitation to submit a Proposal to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options:

- 2.1. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Request for Proposals (RFP).
- 2.2. To issue additional subsequent RFPs.
- 2.3. To reject all incomplete / non-responsive responses, or responses with errors.
- 2.4. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this document, the right to seek clarification and/or additional information from any submitting Proposer.
- 2.5. The County also reserves the right to refine the scope of services. This refinement is not to include any new services not advertised but to allow more specifically the define work integral to that in the advertised scope.
- 2.6. If the County believes that collusion exists among Proposers, all Proposals will be rejected.
- 2.7. Make available to Respondents any data available in the County's files pertaining to the work to be performed under this RFP.
- 2.8. Decide and dispose of all claims, questions, and disputes arising under this RFP..
- 2.9. Have the right to audit the records of the Respondents that enter into contracts pursuant to this RFP at any time during the contract period and for a period of five years after final payment is made by the County.
- 2.10. The County, the State and Federal auditors, as applicable, must be reserved the right to audit the records of the awarded Proposer related to this RFP at any time during the contract period and for a period of five (5) years after final payment is made. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this RFP upon request.
- 2.11. Pay fees and other compensation computed in accordance with a fee schedule to be incorporated in the contract.

3. PUBLIC RECORD:

3.1. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

3.2. Firm agrees to comply with public records laws, specifically to:

- 3.2.1. Keep and maintain public records required by the County to perform the services set forth herein.
- 3.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- 3.2.3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Firm does not transfer the records to the County.
- 3.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Firm or keep and maintain public records required by the County to perform the services set forth herein. If the Firm transfers all public records to the County upon completion of the contract, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the contract, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4. DOCUMENTS OR PHOTOGRAPHS:

- 4.1. The Firm will be prohibited from publishing or releasing any information related to the requested services without the prior written permission from the County, except as allowed by law.
- 4.2. All reports or documents resulting from the ensuing contract will remain the sole property of the County.
- 4.3. Agree that all data, reports, specifications, ordinances, and other work products collected or developed by the Respondent will become the property of the County without restrictions or limitations and shall be made available at any time upon request to the County.
- 4.4. Except as otherwise required by law, Respondents shall provide copies of any records related to contract solely at the cost of reproduction.

5. COMPLIANCE(S): By submission of a proposal the proposer acknowledges and certifies compliance with the items stated herein.

Compliance with Florida Statutes Sections 287.087, on Drug Free Workplace, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies, is required. The Proposer certifies by submittal of a Proposal to agree to these requirements.

CERTIFICATIONS OF COMPLIANCE WITH REFERENCED STATUTES ARE INCLUDED IN THE FORMS SECTION, AND MUST BE SIGNED AND NOTARIZED AND INCLUDED WITH THE PROPOSAL SUBMITTAL.

- 5.1. **E-Verify Program:** Each response must contain proof of enrollment in the U.S. Department of Homeland Security's E-Verify system. The successful Respondent shall verify the employment eligibility of all employees including new employees hired by the Respondent during the term of the contract, which will expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees including new employees hired during the contract term.
- 5.2. **Indemnification Clause:** The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.
"The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement."
- 5.3. **Sales and Use Tax:** The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.
- 5.4. **Board policy prohibits** any County employee or members of an employee's family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00.

6. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Proposers must disclose the name of any officer, director or agent who is also an employee of the HCBCC, or any of the public entities which will receive services related to this solicitation. All Proposers must disclose the name of any employee of the entities named in the preceding sentence who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
7. PROPOSER/RESPONDENT:
 - 7.1. Respondents must be an individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, surveying or mapping in the State of Florida.
 - 7.2. Successful Respondents shall not be allowed to substitute partnership or team members named in its response without the prior written permission of the County.
 - 7.3. The successful Respondents shall submit proof of Florida licenses and/or certifications as required by the County and State.
 - 7.4. Qualified vendors who will not be responding to this RFP are requested to notify the County and indicate why they are not proposing.
 - 7.5. Each Proposer 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 Proposer, to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its proposal and to perform completely in accordance with its proposal. It shall be the Proposer's responsibility to educate themselves of the applicable laws, rules and regulations.
 - 7.6. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and may be further disqualified from bidding/proposing on any future requests for work, goods, or services for the County.
 - 7.7. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.
 - 7.8. **Litigation, Suspension or Debarment:** Disclose any litigation within the last 5 years any suspension or debarment of the Bidder/Proposer or their agent, person, or entity is required for County review. Non-disclosure of litigation, suspension or debarment may be considered in the award of the contract.
 - 7.9. **Anti-Lobbing:** Proposers, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section XV of this RFP for additional information and clarification.
8. PREPARATION OF PROPOSAL:
 - 8.1. Proposals are due and must be received in accordance with the instructions given in the invitation page and any subsequent Addenda, if applicable.
 - 8.2. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP.
 - 8.3. The Proposer is solely responsible for all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer, as a result of this solicitation and subsequent evaluation process.

- 8.4. Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- 8.5. E-mailed and faxed Proposals will not be accepted.
- 8.6. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
- 8.7. Proposer is to ensure that all licenses, certifications and other requested documentation is included with their submission. Such as, but not limited to, Minority Owned and Women Owned business certificate, professional license or certification(s.)
- 8.8. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.
- 8.9. If submitting a Proposal for more than one Request for Proposal (RFP), each Proposal must be in a separate sealed envelope and correctly marked. Only one Proposal per RFP or "category", as applicable, shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.

9. REQUEST FOR INFORMATION (RFI)/ADDENDA:

- 9.1. Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact prior to the RFI Cut-off time and date listed on the cover page.
- 9.2. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department.
 - 9.2.1. Official documents are posted and available for download on the County's website, www.highlandsfl.gov and www.VendorRegistry.com. Information obtained from other locations may not be complete and/or accurate.
 - 9.2.2. Any oral or other type of communication concerning this RFP shall not be binding.
- 9.3. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
- 9.4. It is the sole responsibility of the Proposer to check the website for Addendums.
- 9.5. Proposers must acknowledge receipt of Addendums by completing the respective section on the bid/proposal submittal form.
- 9.6. In this RFP the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this RFP document with Addendums.

10. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF SERVICES: No exceptions to the scope of services will be authorized.

11. JOINT PROPOSALS:

- 11.1. In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Invoices will be accepted from and paid

only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFP.

12. RESPONSES RECEIVED LATE

- 12.1. It shall be the Proposer's sole responsibility to deliver the sealed proposal submission to the Highlands County Purchasing Division prior to or on the time and date stated.
- 12.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Proposer's request and expense.
- 12.3. The County shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

13. SELECTION PROCEDURE:

- 13.1. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- 13.2. Award will be made to the Proposers whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.

14. TIE BREAKER: In case of a tie in ranking, the award will be made as follows:

- 14.1. **Step 1:** The Proposer that has the highest number of number 1 rankings shall be deemed ranked as the higher Proposer.
- 14.2. **Step 2:** Upon completion of step 1, if a tie still exists the Proposer with the highest number of 2nd place rankings shall be the higher ranked Proposer.
- 14.3. **Step 3:** Upon the completion of steps 1 and 2 should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th highest rank, will be counted until the tie is broken.
- 14.4. **Step 4:** After the completion of Steps 1 through 3 if a tie still exists a flip of a coin shall determine the highest ranked proposer.
- 14.5. When the tie breaker is determined, the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 14.6. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

15. CONTRACT NEGOTIATIONS AND EXECUTION:

- 15.1. Negotiation of contracts with Respondent will follow the order of score by Evaluation Committee from highest to lowest score. Contract negotiations shall follow the procedures adopted by the Highlands County Board of County Commissioners.. The Evaluation Committee may require selected Respondents to submit technical or other additional information related to its response during contract negotiations.
- 15.2. The County reserves the right to award a contract to the Firm deemed in the best interest of the County.

- 15.3. After negotiations, contract will be submitted to the County Administrator and Board Attorney for review prior to submittal to the Board. All reviewed contracts will be placed on a Board of County Commissioners' Agenda for its consideration.
- 15.4. The successful Firm shall enter into a contract that substantially reflects the requirements of this RFP and normal contract terminology. The County reserves the right to waive or adjust any minor inconsistencies between the RFP and the finalized contract and any resulting purchase order entered into pursuant to this RFP.

16. ISSUANCE OF WORK AND LIMITATIONS:

16.1. **Authorization Of Work:**

- 16.1.1. Allowable Costs: A determination of allowable costs will be performed for services rendered under any resulting contract from this solicitation.

17. CONTRACT REQUIREMENTS:

Firm contracting with the county shall:

- 17.1. **License/Certification:** Perform all professional services to current professional standards of the applicable discipline.
- 17.2. **Personnel:**
 - 17.2.1. Maintain an adequate staff of qualified personnel.
 - 17.2.2. Not subcontract, assign or transfer any work under any contract without the written approval of the County.
- 17.3. **Standard of Work:**
 - 17.3.1. Ensure that all work meets all current federal, state, and local laws, regulations, and ordinances applicable to the work.
 - 17.3.2. If, at any time during the contract term, the service performed, or work done by the Firm is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Firm shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Firm fails, after notice, to correct the deficient service or work immediately, Highlands County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Firm.
- 17.4. **Coordination of Work:**
 - 17.4.1. Cooperate fully with the County in the scheduling and coordination of all aspects of the service.
 - 17.4.2. Report the status of the service to the County upon request and hold pertinent data, calculations, field notes, and records open to the inspection of the County and its authorized agents at any time.
- 17.5. **Change in Scope:**
 - 17.5.1. Perform any additional work required for a particular change order approved by the County.
 - 17.5.2. Have approval from the County in writing prior to commencement of any change order.
- 17.6. **Assignment Of Contract:** The selected Proposer shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given by the County. All matters dealing with these actions must be conducted in written format.

- 17.7. **ADA Compliance:** The contract will provide that any ADA or work conditions complaints against the Contractor will be processed through the County's Human Resources Department and are to be corrected within five (5) business days. Written response to the Human Resources Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.

18. TERMINATION

- 18.1. Any contract entered into pursuant to this RFP may be terminated by the Respondent upon 30 days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the contract through no fault of the Respondent. It may also be terminated by the County with or without cause upon 7 days written notice to the Respondent. Unless the Respondent is in breach of the Contract, the Respondent shall be paid for services rendered to the County through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the County, the Respondent shall.
- 18.1.1. Stop work on the date and to the extent specified.
- 18.1.2. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- 18.1.3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
- 18.2. Continue and complete all parts of the work that have not been terminated.
- 18.3. The County reserves the right to cancel and terminate any contract entered into pursuant to this RFP in the event the Respondent or any employee or agent of the Respondent is convicted of any crime arising out of or in conjunction with any work being performed by the Respondent for or on behalf of the County. The County reserves the right to suspend the qualifications of the Respondent to do business with the County upon any such conviction. The County reserves the right to terminate any contract entered into pursuant to this RFP in the event the Respondent is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of Respondent's creditors. Upon termination of any contract entered into pursuant to this RFP, all tracings, plans, specifications, computer files, maps, and data prepared or obtained under that contract shall be immediately turned over to the County by Respondent.

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SECTION 2 INSURANCE

Unless otherwise stated in the specifications/Scope of Services or Special Conditions, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Occurrence Form Required: The Firm shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP 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 Firms, 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.
2. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:** The Firm shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence 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.
3. **WORKERS' COMPENSATION INSURANCE:** The Firm shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
4. **PROFESSIONAL LIMITED LIABILITY INSURANCE:** The Firm shall have and maintain professional liability insurance with a limit not less than \$2,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP.
5. **SPECIAL REQUIREMENTS / EVIDENCE OF INSURANCE:**
 - 5.1. A copy of the Proposer's current certificate of insurance **MUST** be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. 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:
 - 5.1.1. **"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 and Professional Liability."**
 - 5.1.2. 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.
 - In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.

- Such notification will be in writing by registered mail, return receipt requested, and addressed to the Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.
- 5.1.3. All policies must include Waiver of subrogation; any liability aggregate limits shall apply “Per Jobsite”/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.
 - 5.2. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
 - 5.3. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than “A- Excellent: FSC VII.
 - 5.4. The Firm shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Firm to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
 - 5.5. Renewal:
 - 5.5.1. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
 - 5.5.2. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

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SECTION 3 SPECIAL TERMS AND CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included or are revising in the County's standard General Terms and Conditions or the Scope of Services.

1. TERM:

1.1. The Firm shall be responsible for furnishing and delivering to Highlands County requesting Department(s) the commodity or services for the **contract period**. The coverage will be renewed annually upon mutual agreement.

2. BASIS OF AWARD:

2.1. The County intends to award this contract to a qualified Firm based on scoring and final ranking of the firms.

3. QUALIFICATIONS:

3.1. Firms registered to do business in the state of Florida (Sunbiz).

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SECTION 4 SCOPE OF SERVICES

1. Highlands County BOCC is seeking experienced and qualified firms that demonstrate the highest level of ability to provide the following lines of coverages:
 - 1.1. Medical Insurance (Self-Insured)
 - 1.1.1. Administrative Services Only (ASO)
 - 1.2. Reinsurance Insurance
 - 1.3. Pharmacy Benefit Management
 - 1.4. Medical Insurance (Fully Insured) – Not required but strongly encouraged
2. The HCBCC is soliciting the above listed coverages, for its eligible active employees, elected officials, retirees, COBRA participants, and their eligible dependents.
3. The HCBCC expects proposers to provide a high level of service corresponding to the line(s) of coverage for which they are proposing at no additional cost to the County. Service standards include, but are not limited to, the following:
 - 3.1. Attend Open Enrollment sessions to educate members on the benefits provided under the contract.
 - 3.2. Provide printed materials and collateral for distribution to members throughout the year
 - 3.3. Provide adequate dedicated support to efficiently address and resolve coverage, eligibility and billing inquiries, provide timely renewal related information, provide reporting timely, provide expert implementation support, etc.
 - 3.4. Ensure plan benefits and administration satisfy legislative compliance mandates, expeditiously update carrier systems accordingly, and notify policyholder and/or plan participants of changes timely
 - 3.5. Where applicable, maintain provider networks and utilization management programs, and notify policyholder and/or plan participants of changes timely.

SECTION 5 GENERAL INFORMATION AND REQUIREMENTS

1. Proposal Effective Date: January 1, 2023
2. The current schedule of benefits and other policy documents for each requested line of coverage are included in Part C. It is Highlands County BOCC's desire that all proposers quote these benefits as outlined. Any change or alternative must be fully explained. Please note that Highlands County BOCC is currently on a 10/1 effective date and it is their intention to change to a 1/1 effective date. All rates and benefits will remain the same from 10/1/2022 – 12/31/2022, with the exception of the Specific Stop Loss rate.
3. Highlands County is requesting both Self-Insured quotes and Fully Insured quotes. Although providing both is strongly encouraged, it is not a requirement.
4. Commissions: Proposals should include the following commission levels in the rates. It is Highlands County BOCC's intention to deal directly with all insurance carriers via their Consultant.

| | |
|-------------|-------------------------|
| Coverage | Self-Funded |
| Medical/ASO | \$7.50 PEPM |
| Stop Loss | 10% |
| Coverage | Fully Funded |
| Medical | 1.5% of Medical Premium |

5. Retirees: Florida Governmental Retirees must be allowed to continue coverage under Highlands County BOCC insurance program as required by Florida Statute 112.08.
6. Onsite Medical Plan Administrator: A full-time onsite plan administrator is being requested to assist employees and to provide support to County Human Resources staff as it relates to the medical plan and the wellness program.
7. Wellness Funds: Medical proposers are encouraged to include annual wellness funds in their proposal. Proposers are encouraged to include a minimum of \$100,000 per year (in addition to annual onsite Biometric screenings at no cost to the County) for a period of at least three years. If there are certain criteria for using the wellness funds, please disclose in the proposal.
8. Technology Funds: All proposers are encouraged to include at least \$50,000 in annual technology funds in their proposal. Highlands County BOCC is requesting funds to apply toward an online enrollment system. Please confirm the amount and the duration of the technology funds.
9. Claim Audit Funds: All proposers are encouraged to include funds for outside claim auditing services utilizing the vendor appointed by HCBCC.
10. COBRA Funds: All proposers are encouraged to include at least \$5,000 in annual COBRA funds.
11. File Transfer Funds: Proposers are encouraged to include funds to be utilized for reporting and/or data transfer. The funds would be utilized for any cost associated with pharmacy prior authorizations on file as well as open refill transfers and all reporting with a cost that would assist with a carrier transition should another carrier be awarded the contract.
12. Claim Repricing: Medical and pharmacy administrators must provide a claim repricing analysis if selected as a finalist.
13. Pharmacy Rebates: Medical carriers and Pharmacy Benefit Managers are encouraged to provide 100% pharmacy rebates in their proposal. It is preferred that these rebates be made payable to Highlands County BCC.
14. Guarantees: Proposers are required to include performance guarantees, implementation guarantees, service guarantees, and network discount guarantees to accompany their proposal.
15. Rate Guarantees: Highlands County BOCC highly recommends that proposals provide multiple year rate guarantees. Medical proposers and Pharmacy Benefit Managers providing self-funded options are encouraged to provide multiple year rate guarantees for administrative fees.

16. Reference Requirement: It is a requirement that all insurance carriers currently provide group insurance to at least three other municipal entities with at least 850 employees. Proposers not able to list three current municipal references may be disqualified from consideration.
17. Provider Network: Proposer must be able to offer a high quality, accessible provider network(s) sufficient to meet the needs and geographic diversity of a group covering 800+ individuals and their dependents. Provider networks must include hospital, physician, and other provider services in Highlands, Okeechobee, Glades, Polk, Charlotte, Desoto, Hardee Counties. Please note that local or regional networks can be proposed, but it is HCBCC's preference that national networks be made available to the employees, retirees, and their dependents. Retirees presently reside in AL, AR, OK, TN, TX, WI.
18. Plan Implementation: It is a requirement that the proposers awarded this contract provide representative(s) to assist with implementation, open enrollment, employee communications and ongoing assistance with routine plan administration.
19. Employee Communications: It is the responsibility of all successful proposers to provide the necessary papers, forms, etc., for initial enrollment and the administration of benefits including but not limited to: brochures outlining schedule of benefits, directories, certificates, claim forms, identification cards, benefit booklets, etc., where applicable.
20. Interactive Website: It is a requirement of Highlands County BOCC to award the contract to a vendor that offers an interactive website that would allow employees the ability to research the status of their claims on the internet, research information such as Preferred Drug Lists, and search provider directories, etc.
21. Highlands County BOCC plans to utilize an electronic enrollment system therefore all proposers must have the technological capacity to transmit and accept a HIPPA 834 5010 eligibility file with proper confirmation of receipt and discrepancy reporting.
22. Providers must be licensed to provide insurance services in the State of Florida.

SECTION 6 BACKGROUND AND UNDERWRITING INFORMATION

1. MEDICAL SUMMARY

- 1.1. Highlands County BCC's medical and pharmacy benefits have been with Cigna since October 1, 2019. Prior to that, the County was with Florida Blue for 15+ years. The reinsurance is currently with Cigna. The program is self-insured and consists of 3 PPO plans (QHDHP base, mid and high). The QHDHP option plan was recently implemented on 10/1/2021. Highlands County is requesting Fully Insured quotes in addition to the Self-Funded quotes. Although this is not a requirement, this is strongly encouraged.
- 1.2. Currently there are 20 retirees enrolled on the HCBCC medical plan.
- 1.3. Requested Medical Plan Design:
 - 1.3.1. All proposers should offer current plan designs matching the triple option
- 1.4. Highlands County BOCC (active employees and retiree) enrollment as of June 2022:
 - 1.4.1. 358 enrolled in QHDHP Base Plan
 - 1.4.2. 327 enrolled in Mid Plan

1.4.3. 94 enrolled in High Plan

*Highlands County BOCC retirees are eligible for Medical benefits.

2. EMPLOYEE ELIGIBILITY

2.1. Employees are eligible to participate in Highlands County BOCC insurance plans if they are full-time employees working a minimum of 30 hours per week. Coverage will be effective the first of the month following 30 days of employment. At retirement, employees who meet the definition of retiree are eligible to remain on the medical plan through Highlands County BOCC. Upon separation or termination, employees can continue medical and HSA coverage under COBRA.

3. PLANS REQUESTED

3.1. Proposers are requested to submit proposals duplicating the current schedule of benefits for each of the plans currently offered and outlined in the response forms.

3.2. Medical – Please match the current triple option plans as closely as possible.

4. MEDICAL/ASO/STOP LOSS RATES

| MEDICAL AND RX | 10/1/2019-9/30/2020 Cigna | 10/1/2020-9/30/2021 Cigna | 10/1/2021-12/31/2022 Cigna |
|-----------------------|--------------------------------------|--------------------------------------|---------------------------------------|
| Funding Rates | Base Plan | Base Plan | QHDHP Base Plan |
| Employee | \$795.00 | \$818.00 | \$818.00 |
| Employee + Spouse | \$1,091.00 | \$1,159.00 | \$1,159.00 |
| Employee + Child(ren) | \$1,036.00 | \$1,091.00 | \$1,091.00 |
| Employee + Family | \$1,219.00 | \$1,316.00 | \$1,316.00 |
| Funding Rates | Mid Plan | Mid Plan | Mid Plan |
| Employee | \$934.00 | \$966.00 | \$1,035.00 |
| EE + Spouse | \$1,252.00 | \$1,357.00 | \$1,454.00 |
| EE + Child(ren) | \$1,188.00 | \$1,278.00 | \$1,396.00 |
| EE + Family | \$1,398.00 | \$1,536.00 | \$1,646.00 |
| Funding Rates | High Plan | High Plan | High Plan |
| Employee | \$1,055.00 | \$1,115.00 | \$1,195.00 |
| EE + Spouse | \$1,413.00 | \$1,555.00 | \$1,666.00 |
| EE + Child(ren) | \$1,342.00 | \$1,468.00 | \$1,573.00 |
| EE + Family | \$1,579.00 | \$1,759.00 | \$1,885.00 |

| Fixed Costs (Cigna) | 10/1/2019-9/30/2020 | 10/1/2020-9/30/2021 | 10/1/2021-12/31/2022 | |
|---|--|--|---|--|
| Medical ASO (Cigna) | \$43.00 PEPM | \$43.00 PEPM | \$43.00 PEPM | |
| Specific Stop Loss – \$225,000 | \$81.22 Composite (\$200,000 ISL Level) | \$79.06 Composite (\$225,000 ISL Level) | 10/1/2021- 9/30/2022 \$83.02 Composite | 10/1/2022- 12/31/2022 \$89.66 Composite |
| Specific Stop Loss Contract Basis | 24/12 | 36/12 | 48/12 | 51/15 |
| Aggregate Stop Loss – Unlimited Annual Max | \$4.83 Composite | \$5.43 Composite | \$5.94 Composite | |
| Aggregate Stop Loss Contract Basis | 24/12 | 36/12 | 48/12 | 51/15 |
| Lasers | N/A | N/A | N/A | |

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SECTION 7 PROPOSAL FORMAT / REQUIRMENTS

1. RULES FOR PROPOSALS

- A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- B. Any questions regarding a project or submittal shall be ***directed to the County Purchasing Office identified on the cover page.*** There shall not be any contact between a Proposer and any member of the County Commission, County Administrator, or County staff regarding the project or proposal submitted by any Proposer. Any Proposer contacting any member of the County Commission, County Administrator, or County staff regarding a submitted proposal is subject to sanctions up to and including having the County disqualify that firm's submittal.

2. PROPOSAL FORMAT/REQUIREMENTS

Firms shall prepare their proposals using the format outlined in this section and in conjunction with the Evaluation Form. Firms shall provide one original proposal (hardcopy) and one electronic copy in PDF format.

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

Title Page: Title Page shall show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Transmittal Letter: The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the Proposer to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

Table of Contents: The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 1 Qualifications of Firm:

Provide a statement of your qualifications. Identify your firm's capability and experience on similar assignments, particularly for municipalities. Include a description of the firm, its organizational structure, the location of the principal offices and the location of the office that would manage the services.

Tab 2 Experience of Team:

List the key personnel and their individual responsibilities on this assignment. Include the extent of each person's participation and their related experience. Indicate the approximate percentage of the total work to be accomplished by each individual. List

all subcontracted services and TPAs, attorney firms, managed care arrangements, and vendor service providers.

Individual Resumes: Resumes of all key personnel within the team shall be provided. Each resume shall not exceed two (2) pages in length.

Tab 3 Provided Services:

In addition to the information requested in the Scope of Services please provide the following:

Complete all response forms applicable to the coverage you are quoting.

EXHIBIT I: MEDICAL PLAN BENEFITS RESPONSE FORM AND FULLY INSURED RATE RESPONSE FORM

EXHIBIT II: ADMINISTRATIVE SERVICES ONLY RESPONSE FORM

EXHIBIT III: STOP LOSS REINSURANCE RESPONSE FORM

EXHIBIT IV: PROPOSER QUESTIONNAIRE

EXHIBIT I – QUALIFIED HDHP MEDICAL PLAN BENEFITS RESPONSE FORM – BASE PLAN

| SCHEDULE OF BENEFITS | CURRENT | | PROPOSED | |
|--|--------------------------|----------------|------------|----------------|
| | In Network | Out of Network | In Network | Out of Network |
| Network(s) Utilized | Cigna OAP | | | |
| Calendar Year Deductible (CYD) | | | | |
| Individual | \$2,500 | \$4,000 | | |
| Family | \$5,000 | \$8,000 | | |
| Out-of-Pocket Maximum | | | | |
| Individual | \$5,500 | \$8,000 | | |
| Family | \$11,000 | \$16,000 | | |
| Member Coinsurance | 20% | 40% | | |
| Non-Hospital Services | | | | |
| Physician Office Visit | 20% After CYD | 40% After CYD | | |
| Specialist Office Visit | 20% After CYD | 40% After CYD | | |
| Preventive Care | No Charge | 40% After CYD | | |
| Laboratory Services | 20% After CYD | 40% After CYD | | |
| Advanced Imaging (CT, PET, MRI) | 20% After CYD | 40% After CYD | | |
| Urgent Care Visit | 20% After CYD | 40% After CYD | | |
| Hospital Services | | | | |
| Inpatient | 20% After CYD | 40% After CYD | | |
| Outpatient | 20% After CYD | 40% After CYD | | |
| Emergency Room Visit | 20% After CYD | | | |
| Physician Services at Hospital | 20% After CYD | 40% After CYD | | |
| Mental Health / Substance Abuse | | | | |
| Inpatient | 20% After CYD | 40% After CYD | | |
| Outpatient | 20% After CYD | 40% After CYD | | |
| Prescription Drugs | | | | |
| Tier 1/Generic | 20% After CYD | 40% After CYD | | |
| Tier 2/Brand Name | 20% After CYD | 40% After CYD | | |
| Tier 3/ Non-Preferred Brand | 21% After CYD | 40% After CYD | | |
| Tier 4/Specialty Drugs | Based on Applicable Tier | | | |
| Mail Order (90-day supply) | 20% After CYD | 40% After CYD | | |

EXHIBIT I – QUALIFIED HDHP MEDICAL PLAN FULLY INSURED RATE RESPONSE FORM – BASE PLAN

| Coverage Level | Proposed Fully Insured Rates (if applicable) |
|-----------------------|---|
| Employee Only | |
| Employee + Spouse | |
| Employee + Child(ren) | |
| Employee + Family | |

EXHIBIT I MEDICAL PLAN BENEFITS RESPONSE FORM – MID PLAN

| SCHEDULE OF BENEFITS | CURRENT | | PROPOSE | |
|--|--------------------------|------------------------------|------------|----------------|
| | In Network | Out of Network | In Network | Out of Network |
| Network(s) Utilized | Cigna OAP | | | |
| Calendar Year Deductible (CYD) | | | | |
| Individual | \$1,500 | \$4,500 | | |
| Family | \$4,500 | \$13,500 | | |
| Out-of-Pocket Maximum | | | | |
| Individual | \$4,500 | \$9,000 | | |
| Family | \$9,000 | \$18,000 | | |
| Member Coinsurance | 20% | 50% | | |
| Office Visits | | | | |
| Physician Office Visit | \$30 Copay | 50% After CYD | | |
| Specialist Office Visit | \$55 Copay | 50% After CYD | | |
| Preventive Care | No Charge | 50% | | |
| Laboratory Services | No Charge | 50% After CYD | | |
| Advanced Imaging | \$250 Copay | 50% After CYD | | |
| Urgent Care Visit | \$60 Copay | \$60 Copay | | |
| Hospital Services | | | | |
| Inpatient | 20% After CYD | \$500 PAD + 50% After CYD | | |
| Outpatient | 20% After CYD | 50% After CYD | | |
| Emergency Room Visit | \$250 Copay | | | |
| Physician Services at Hospital | 20% After CYD | 50% After CYD | | |
| Mental Health & Substance Abuse | | | | |
| Inpatient | No Charge | 50% | | |
| Outpatient | No Charge | 50% | | |
| Prescription Drugs | | | | |
| Tier 1/Generic | \$10 | 50% | | |
| Tier 2/Brand Name | \$45 | 50% | | |
| Tier 3/ Non-Preferred Brand | \$60 | 50% | | |
| Tier 4/Specialty Drugs | Based on Applicable Tier | | | |
| Mail Order (90-day supply) | 2X Retail Copay | N/A | | |

EXHIBIT I – MEDICAL PLAN FULLY INSURED RATE RESPONSE FORM – MID PLAN

| Coverage Level | Proposed Fully Insured Rates (if applicable) |
|-----------------------|---|
| Employee Only | |
| Employee + Spouse | |
| Employee + Child(ren) | |
| Employee + Family | |

EXHIBIT I MEDICAL PLAN BENEFITS RESPONSE FORM – HIGH PLAN

| SCHEDULE OF BENEFITS | CURRENT | | PROPOSED | |
|--|-----------------------------------|----------------|------------|----------------|
| | In Network | Out of Network | In Network | Out of Network |
| Network(s) Utilized | Florida Blue - Blue Options 03564 | | | |
| Calendar Year Deductible (CYD) | | | | |
| Individual | \$1,000 | | | |
| Family | \$3,000 | | | |
| Out-of-Pocket Maximum | | | | |
| Individual | \$3,000 | \$6,000 | | |
| Family | \$6,000 | \$12,000 | | |
| Member Coinsurance | 20% | 40% | | |
| Office Visits | | | | |
| Physician Office Visit | \$35 Copay | 40% After CYD | | |
| Specialist Office Visit | \$50 Copay | 40% After CYD | | |
| Preventive Care | No Charge | 40% | | |
| Laboratory Services | No Charge | 40% After CYD | | |
| Advanced Imaging | \$125 Copay | 40% After CYD | | |
| Urgent Care Visit | \$50 Copay | | | |
| Hospital Services | | | | |
| Inpatient | 20% After CYD | 40% After CYD | | |
| Outpatient | 20% After CYD | 40% After CYD | | |
| Emergency Room Visit | \$200 Copay | | | |
| Physician Services at Hospital | CYD | CYD | | |
| Mental Health & Substance Abuse | | | | |
| Inpatient | No Charge | 40% | | |
| Outpatient | No Charge | 40% After CYD | | |
| Prescription Drugs | | | | |
| Tier 1/Generic | \$10 | 50% | | |
| Tier 2/Brand Name | \$30 | 50% | | |
| Tier 3/ Non-Preferred Brand | \$50 | 50% | | |
| Tier 4/Specialty Drugs | Based on Applicable Tier | | | |
| Mail Order (90-day supply) | 2X Retail Copay | N/A | | |

EXHIBIT I – MEDICAL PLAN FULLY INSURED RATE RESPONSE FORM – HIGH PLAN

| Coverage Level | Proposed Fully Insured Rates (if applicable) |
|-----------------------|---|
| Employee Only | |
| Employee + Spouse | |
| Employee + Child(ren) | |
| Employee + Family | |

EXHIBIT II ADMINISTRATIVE SERVICES ONLY RESPONSE FORM

| ASO Contract Details | PROPOSED |
|---|----------|
| Name of Proposer | |
| Name of Network(s) Utilized | |
| Outline All Applicable Fees Below: | |
| Administration Fee (PEPM) | |
| Utilization Review (PEPM) | |
| Network Access Fee (PEPM) | |
| Disease Management (PEPM) | |
| HIPAA Certification | |
| Pharmacy Management Fee (PEPM) | |
| Dental Administration Fee (PEPM) | |
| COBRA Administration (PEPM) | |
| Other Fees (PEPM) | |
| Termination Fees (PEPM) | |
| TOTAL ADMIN FEE (PEPM) | |
| Rate Guarantee | |

* Include all fees associated with plan administration in your proposal response as a separate attachment.

EXHIBIT III STOP LOSS REINSURANCE RESPONSE FORM

Proposer is required to submit all cost proposals on a “per employee per month” basis for the entire term of the contract. Proposer will include any adjustments to the cost if the number of employees substantially varies, if any such adjustments will be proposed. Proposer is required to submit all costs for reinsurance on a **composite basis** and regardless of coverage tier or plan.

Please note below: Highlands County BOCC is requesting 2 Stop Loss options, one with a \$225,000 ISL and one with a \$250,000 ISL.

| SPECIFIC AND AGGREGATE REINSURANCE PROPOSAL | OPTION 1 | OPTION 2 |
|--|-----------------|-----------------|
| Aggregate Loss Corridor | 125% | 125% |
| Aggregate Type of Contract | 24/12 | 24/12 |
| Coverages Included | Medical & RX | Medical & RX |
| Annual & Lifetime Maximum | Unlimited | Unlimited |
| Specific Deductible | \$225,000 | \$250,000 |
| Specific Type of Contract | 24/12 with TLO | 24/12 with TLO |
| Specific Premium PEPM | | |
| Aggregate Premium PEPM | | |
| Aggregate Attachment Factors PEPM | | |
| Minimum Aggregate Attachment Point | | |
| Termination Fees (PEPM) | | |

****Include all fees associated with plan administration in your proposal response. Please include complete quote sheet with all details and caveats your proposal.***

All proposers are requested to submit reinsurance quotes in compliance with the terms below:

1. Reinsurance contracts should be quoted as stated above.
2. No actively at work requirements are acceptable.
3. No employer disclosure or other contingencies are to be included.

Indicate whether additional information is attached. _____

In addition, include the fee that will be charged should Highlands County BOCC decide to terminate the self-funded arrangement. This fee should be in the form of either a “percentage of paid claims” or a “per head” fee. Although these termination arrangements are preferred, Highlands County BOCC will review all alternatives. Include your termination proposal with this proposal page in your submission.

EXHIBIT IV: PROPOSER QUESTIONNAIRE

General Information:

1. Are you willing to provide performance guarantees for implementation and servicing of your products? If so, please describe the performance guarantee programs you are proposing. Please indicate the group name, address, contact person, and telephone number of up to three firms in Florida to whom your company has forfeited money because of service problems in the last three years.
2. Please describe your process for handling transition of care?
3. Do you utilize any “wrap” or leased networks not negotiated or owned by your organization?
 - a. If yes, what is the name of the network?
4. Will you provide COBRA Administration at no cost as a part of your proposed services?
5. Do you agree to allow Retirees over and under 65 to continue coverage under the same plan at the same rate as active employees?
6. Please confirm that claims will be paid at the “primary” level for Medicare eligible Retirees who are not currently enrolled in Medicare Part B or D.
7. Please provide the name, title, contact information and resumé of the individual who would have direct daily account responsibility for the employee benefits program(s) you are proposing. If more than one person will be filling this role, please respond with complete information for all.
8. What is your company’s current A. M. Best, Moody’s and Standard and Poor’s ratings?
9. What is your account service team’s average response time to client requests or questions?
10. Describe any other services provided by your firm that will support employee benefit initiatives.
11. Describe any available benchmarking tools you can provide.
12. Does your company help facilitate annual open enrollment? i.e. Onsite meetings, Educational materials, printed materials at no cost?
13. Highlands County BOCC is requesting the successful medical insurance proposer include a part time onsite representative to support employees and dependents. The representative will be an employee of the insurance carrier.
14. Please confirm you can waive the requirement for a binder check at time of application submission.
15. Describe and list your firm’s “Centers of Excellence”.
16. Describe any prior or pending litigation, debarment action, performance improvement plan, sanctions, etc. either civil or criminal involving a government agency or the private sector which may affect the performance of the services to be rendered herein, in which the Proposer or any of its employees or

subcontractors or sub consultants is or has been involved within the last 3 years. If so, please explain.

Electronic Enrollment:

17. Highlands County BOCC seeks technology funds to apply towards Bentek, their online benefit enrollment system. Please specify the amount and the duration of the technology funds (multi-year).
18. Does your company (or third-party) process electronic eligibility files via automation or are manual steps necessary? If manual steps are required to process files, please explain this process and impact on processing time.
19. Does your company outsource the processing of electronic eligibility to a third-party? If so, please provide company name.
20. Please specify if your company (or third-party) accepts the HIPAA 834 5010 file layout as well as all other file layouts accepted for automated enrollment. Please provide applicable coding supplements and other applicable file specification documents.
21. What is your company's (or third-party's) standard processing time for electronic eligibility to be updated in all applicable internal systems (eligibility/claims/billing/etc.)? If time varies, please specify for each system.
22. Will your company (or third-party) provide confirmation notification to the group when files are processed? Please provide details related to this notification process (email, requirement of group log into company website, etc.)
23. Please provide implementation time (in days) for initial set-up of automated enrollment (electronic eligibility) of an established group with your company.
24. Please provide implementation time (in days) for initial set-up of automated enrollment (electronic eligibility) of a new group with your company.
25. Please provide set-up time needed for changes to file structure, plans, funding strategy, platform changes for an established group with your company. What alternative options does your company provide to receive enrollment should these changes cause delay in set-up of the EDI process?
26. Please provide file testing time frame (in days) for initial set-up and structure changes.
27. Please provide the standard time frame required to process files, generate, and mail member ID cards. What options does the group have if ID card delivery is delayed beyond the plan effective date?

Data & Reports:

28. Please specify if your firm is SSAE 16 / SOC / SAS certified.
29. Describe the reports you will provide regarding the utilization and claims associated with the employee benefits program(s) you are proposing. Please indicate in your description if any of the reports would be provided at an additional cost over the fees associated with the programs.
30. How often are claim audits conducted and what percentage of claims are audited? If you use a third party to audit claims, please disclose the name of auditor.
31. How do you identify fraudulent claims and how will you notify the Highlands County BOCC's Office?
32. Describe the process for identifying and paying claims which may be subrogation claims.
33. What is your proposed frequency of reporting on utilization experience? Is there a charge for utilization data analysis?
34. Will there be online access for claim reports?

References/Other:

35. Please provide a listing of at least three (3) references with a minimum of 800 employees for whom you provide insurance coverage for the program(s) you are proposing. Include the group name, contact name, title and phone number.
36. Describe any other facets of your company and its experience which are relevant to this proposal that have not been previously described and that you feel warrant consideration.

Renewal Planning & Additional Fees:

37. Will your company be willing and/or able to provide the annual renewal for the programs you are proposing a minimum of 120 days prior to the renewal date?
38. Will you recruit a specific provider per Highlands County BOCC request?
39. Describe any plan modeling tools that you provide to assist with evaluating additional plan designs.
40. Are any of the rates you proposed contingent on any additional information? If so, please disclose.
41. Is your proposal contingent upon receiving updated claim reporting? If yes, through what time frame?
42. Would you allow a grace period of 45 days for payment of an invoice?
43. What additional services are available and the cost?

Medical/ASO/TPA:

- 44. PLEASE INCLUDE THE MEDICAL SBCs WITH YOUR PROPOSAL
- 45. If you are quoting medical and Rx bundled, please confirm that your proposal includes Rx rebates payable directly to the Highlands County BOCC’s Office.
- 46. Please confirm the percentage of Rx Rebates that will be returned to Highlands County BOCC
- 47. Is your Company willing to provide administrative fee guarantee for your self-funded proposal? If so, please provide the details of your guarantee.
- 48. Medical proposers must provide a Geo Access report that illustrates the number of:
 - a. 1 Hospital within 10 miles
 - b. 2 PCPs & Pediatricians within 10 miles
 - c. 2 OBs/Gyns, within 10 miles
 - d. 2 Specialists within 10 miles
 - e. 2 Urgent Care Centers within 10 miles

The report format should include a breakdown by employee city of residence with the number of employees in that location and the number of providers servicing that location. The report should also include reporting on the number and location of employees who do not meet the above criteria.

- 49. What are the average network discounts for the area the census covers broken down by:

| Charge Type | Network Discount per County | | | | | |
|----------------------|-----------------------------|--------|--------|-----------|------------|------|
| | Highlands | Hardee | Glades | Charlotte | Okeechobee | Polk |
| Doctors | | | | | | |
| Out-Patient Hospital | | | | | | |
| In-Patient Hospital | | | | | | |
| Urgent Care Centers | | | | | | |
| Emergency Room | | | | | | |

- 50. Are you willing to provide performance guarantees for your network discounting? If so, please describe what you are proposing.
- 51. Please identify by name the provider network associated with each plan you are proposing which of your networks are included in your proposal.
- 52. Please describe your medical and dental out-of-area coverage for retirees, dependent students or other dependents not residing with the employee (because of divorce or other reasons) but covered under their health or dental plan.

53. For plans that provide out of network coverage, if radiologists, anesthesiologists and pathologists are not part of the network, is the member responsible for cost at the in network or out of network reimbursement levels?
54. How do you handle transition of care for members currently undergoing treatment or have existing relationships with the incumbent carrier's network providers?
55. Provide a medical disruption report for the attached provider list.
56. Please confirm requirements for coordination with Medicare.
57. Each proposer must confirm that they will provide the following reports upon request (possibly quarterly) of Highlands County BOCC's Office or its Consultant:
 - a. Large Claimants (over \$25,000) inclusive of gender, plan, diagnosis, last date of service, prognosis and if the claimant remains covered on the plan.
 - b. Utilization reports by diagnosis, place of service, employee vs. dependent costs.
 - c. Monthly paid claims.
58. Please confirm participation in annual (in person) program utilization review (including the medical director and underwriter/analyst) with the client and consultant.
59. Are you willing to waive the actively at work, dependent non-confinement and pre-existing limitation provisions for all currently enrolled members on medical?
60. Please list and describe your Disease Management programs that will be offered to Highlands County BOCC.
61. Please confirm you are willing to allow coverage for Domestic Partners.
62. Do you offer medical conversion policies? If yes, what is the cost?

Stop Loss Reinsurance:

63. Renewal notification is required 120 days prior to the renewal date. Can you comply with this requirement? If "No", please outline your proposed alternative.
64. What is the length of the rate guarantee proposed? Are you willing to provide a multiple year stop loss rate guarantee? If so, please provide the details of your guarantee(s).
65. Please confirm your stop loss quote contains no lasers upon implementation and no new lasers upon renewal.
66. Do you accept the ASO carriers' standard reporting as satisfactory proof of loss, and reimburse accordingly?
67. Does your Company hold the entire risk of the client's stop loss policy, or are you in a first-dollar arrangement that may require approval before a reimbursement can be made?
68. Please confirm that you will base the stop loss coverage on the 'Eligible Expenses' as defined by the SPD.

69. Will all eligible members of the current health plan, as defined in the SPD, be included in the stop loss insurance policy of your Company?
70. Please confirm that you will accept the Health Coverage Provisions found in the SPD as covered services under your stop loss contract.
71. Does your Company agree to monthly self-billing by the client for the premiums due?
72. Does your Company guarantee a renewal regardless of experience?
73. Upon underwriting approval, does your Company offer a maximum renewal rate cap on specific rates?
74. Does your Company require any new applications or disclosure forms upon renewal? If so, please provide a copy.
75. Does your Company have an aggregating specific deductible option available that represents a dollar for dollar premium off-set to share risk?
76. Does your Company have any internal limitations or exclusions that conflict with the SPD? If so, please explain.
77. Does your Company audit every reimbursable claim to ensure it's eligible under the SPD, and notify the client if the plan pays any ineligible claim that should have been covered by Medicare, coordination of benefits, or subrogation?
78. What is the time frame for reimbursements once the claim information is submitted for payment? Do you offer Advanced Funding on claims reimbursements at no cost to the client?
79. How many months of current year experience are required to offer a firm renewal?

Pharmacy Benefit Manager

80. Please provide a pharmacy disruption report identifying changes in tier and/or not covered prescriptions, for the attached historical pharmacy claims data.
81. What are the options and pricing of the network of providers your company offers? What support does your company provide for customizing the network (adding or deleting pharmacies that are important to the plan)?
82. Does your company allow the client the right to accept or reject formulary content decisions that impact plan design? Can a client make changes to the preferred list? Please provide data analytics specific to the client's drug mix and the associated economic impact.
83. Are there therapeutic switching programs in mail order or retail edits to flag preferred drugs?
84. Who are the representatives on the PBM's pharmaceutical and therapeutics committee? Do these members accept grant money from drug manufacturers?
85. Does your company reimburse pharmacies at a rate different from what it charges to the plan?

86. Does your company own the mail order program? If not, how does the sub-contractual relationship work between the two organizations?
87. How are mail order claims monitored for accuracy and timeliness?
88. Will you cover the cost of transferring existing mail order prescriptions from the incumbent carrier?
89. Please confirm that your proposal includes Rx rebates payable directly to Highlands County BOCC's Office.
90. Does your prescription drug proposal include Step Therapy (ST), Prior Authorization (PA) and Quantity Limits (QL)? If so, describe your process for each and provide a list of medications that require ST, PA and QL.
91. Will you allow the current population taking medications that require prior-authorization (including specialty medications) be grandfathered into the new plan without having to meet the requirements again?
92. Are Lifestyle drugs covered? If yes, explain program limitations.
93. Does your prescription drug proposal include an open or closed formulary?
94. Please outline your Specialty Drug Process:
 - a. How are specialty medications managed?
 - b. List internal/external organizations you work with.
 - c. What are your proposed discounts on Specialty Pharmacy?
95. What is the generic substitution policy and process for both mail order and retail? What steps do you implement to increase generic utilization?
96. Is your pricing offer based on implementation of any new mandatory mail order programs, clinical programs or plan design changes?
97. Each proposer must confirm that they will provide the following reports upon request (possibly quarterly) of Highlands County BOCC's Office or its Consultant:
 - a. Prescription drug utilization including number of prescriptions issued for Generic vs. Brand, Retail vs. Mail Order, Top Drugs paid by cost and Top Drugs paid by volume.
 - b. Monthly paid claims
 - c. Any other reporting the PBM offers
98. Are price guarantees backed by unrestricted audits by the plan sponsor?
99. What types of DUR edits are performed routinely? Can these be customized? Are the DUR edits limited to too-soon refills, prior authorization, quantity limits, and duplicate claims, or are pharmacists notified of DUR alerts (drug-drug interactions) during the dispensing process so that the prescription may be changed if needed.
100. Are DUR edits based on criteria that are measurable in the claims detail supporting the invoices?

101. How does the PBM work with physicians to educate and modify prescribing patterns? What types of educational programs are offered to patients?
102. If your Company offers disease management programs, how are the programs designed? Do they emphasize more than prescription drugs? How are the programs funded?
103. Please confirm your participation in an annual in person program utilization review (including the pharmacy director) with the client and consultant.
104. Does your prescription drug proposal ensure that Average Wholesale Price (AWP) for individual claims will not be an annual average, is from one consistent source and will not, in any way be calculated or adjusted or assigned an alternate NDC number?
105. Each proposer must confirm that your generic guarantee is based on all generic drugs and not only Maximum Allowable Cost (MAC) generic drugs.
106. Each proposer must confirm that the client will receive all quarterly formulary rebate and reconciliation payments within 90 days of quarter's close. If "Not Confirmed," indicate the number of days that you will pay quarterly rebates within?

Wellness:

107. Highlands County BOCC seeks proposals to include wellness dollars. Proposers are encouraged to provide \$100,000 in wellness funds on an annual basis. Please disclose the amount and duration of wellness dollars provided in your proposal and any restrictions/criteria for use of those funds.
108. Please confirm the amount and the duration of the Wellness fund (multi- year).
109. Please confirm that annual onsite Biometric screenings will be included at no cost to the County and that any proposed wellness funds will be offered in addition to the no cost biometric screenings.
110. Are there any additional costs to the client or employees for participation in your wellness programs or services?
111. Will a designated wellness coordinator be assigned?

ATTACHMENTS

- ATTACHMENT 1A MEDICAL PLAN SBC– CIGNA QHDHP PLAN
- ATTACHMENT 1B MEDICAL PLAN SBC – CIGNA MID PLAN
- ATTACHMENT 1C MEDICAL PLAN SBC– CIGNA HIGH PLAN
- ATTACHMENT 2A MEDICAL PLAN SUMMARY AND CERTIFICATE– CIGNA QHDHP PLAN
- ATTACHMENT 2B.....MEDICAL PLAN SUMMARY AND CERTIFICATE OF COVERAGE – CIGNA MID PLAN
- ATTACHMENT 2CMEDICAL PLAN SUMMARY AND CERTIFICATE– CIGNA HIGH PLAN
- ATTACHMENT 3 STOP LOSS POLICY
- ATTACHMENT 4MEDICAL & PHARMACY CLAIMS EXPERIENCE INCLUDING HIGH CLAIMS REPORT
- ATTACHMENT 5MEDICAL PROVIDER DISRUPTION REPORT
- ATTACHMENT 6..... PRESCRIPTION UTILIZATION REPORT
- ATTACHMENT 7 EMPLOYEE CENSUS (EXCEL FORMAT)

SECTION 8 SELECTION PROCESS AND CRITERIA

1. EVALUATION METHOD AND CRITERIA: Gehring Group as the Consultant for the County will evaluate all submissions and present to the County Evaluation Committee a comprehensive analysis of the proposals submitted based on the established scope and criteria. Each Evaluation Committee member shall perform the member’s own independent scoring. Based on the score, the committee may rank the Proposers. Following the evaluation of the Proposals, the committee will score the Proposers and tally the score. The committee may make a recommendation for ranking at this meeting. At the discretion of the Evaluation Committee, two or more Proposers may be shortlisted and asked to give a short presentation / interview as part of the selection and ranking process. The County Evaluation Committee will make the final determination which Proposer to recommend to the County Commission for implementation of a contract.

All proposals will be subject to a review. It is the intent of the County that all proposers responding to this RFP, who meet the requirements, will be evaluated in accordance with the criteria established in these documents. All responsive and responsible proposals received will be considered during evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the PROPOSER deems pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be evaluated based on the criteria herein addressed.

During the evaluation process and at the sole discretion of the County or its consultant, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed in a written format, or through scheduled oral interviews. Such clarification

request will provide proposers with an opportunity to answer any questions the County or its consultant may have on a proposer's submittal.

A. General: The Consultant on behalf of the County shall be the technical expert providing the merits of the proposal(s), and assisting with the resulting agreement. The County's decision will be final. The County's evaluation criteria will include, but shall not be limited to, considerations listed under the Scope of Services.

B. The award of this RFP may be in total or in part, to one (1) firm who will provide the overall best turnkey proposal who is the most qualified, responsive, and responsible proposer(s), and fulfills all requirements, and whose evaluation by the Consultant indicates that the award will be in the best interest of the County.

C. EVALUATION CRITERIA: Proposals will be reviewed and evaluated based on the format and content outlined:

D. PRESENTATIONS *(If Requested by Committee)*

After preliminary scoring based on the above criteria, presentations/interviews as part of the evaluation process may or may not be requested by the Evaluation Committee. The Committee may invite all or only the top scoring Proposers to provide a presentation (based on preliminary evaluation). The Presentations/interview are scheduled as noted in the solicitation. If the schedule changes, a two (2) week notice will be given to the Proposers invited to give presentations. Presentations by Proposers should include the key personnel that will be responsible for the County contract and services. Following the presentation, if required, the shortlisted firms will be ranked.

SECTION 9 SAMPLE EVALUATION SCORE SHEET

| TAB | EVALUATION CRITERIA | MAXIMUM POINTS |
|-------------------------|------------------------------------|----------------|
| A | Qualifications of Firm: | 25 max. |
| B | Experience of Team: | 25 max. |
| C | Responsiveness to Requested Scope: | 50 max. |
| TOTAL EVALUATION | | 100 |

SECTION 10 TENTATIVE SCHEDULE

| DATE | TIME | EVENT |
|-------------------|-----------|--|
| July 16, 2022 | | First Advertisement |
| July 23, 2022 | | Second Advertisement |
| None Scheduled | | Pre-Proposal Meeting |
| August 5, 2022 | 5:00 P.M. | Deadline to submit questions (RFI's) |
| August 18, 2022 | 3:30 P.M. | Proposal due date |
| September 1, 2022 | 1:30 P.M. | *Review/Scoring of Proposals by the Evaluation Committee |

| | | |
|--------------------------|-----|--|
| TBD | TBD | * Presentations / Interviews (if required, at the discretion of the Evaluation Committee) |
| September 2, 2022 | | Anticipated award date |
| October 4, 2022 | | Anticipated contract consideration by the Board |
| January 1, 2023 | | <i>Policy start Date</i> |
| | | <i>*EVALUATION MEETINGS to be held at the Annex Building 505 S Commerce Ave, 2nd Floor Sebring FL 33870 unless otherwise stated.</i> |
| | | <i>*Dates are subject to change</i> |

SECTION 11 CONTRACT

The County will negotiate a contract with successful firm(s).

SECTION 12 CERTIFICATION FORMS

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

The list of forms below is meant only as a guide. It is the Proposer’s responsibility to review and include all requested and required documentation.

| Forms | | |
|--|-----|----|
| LOCAL COMPLIANCE FORMS | | |
| Proposal Form, include acknowledgement of all addenda, signed and Tab 1-3. | YES | NO |
| Drug-Free Workplace Certification | YES | NO |
| Public Entity Crimes Sworn Statement | YES | NO |
| Discrimination Certification | YES | NO |
| Scrutinized Companies Certification | YES | NO |
| E Verify Certification | YES | NO |
| Local Preference Affidavit of Eligibility, if applicable | YES | NO |
| PROVIDED SERVICES (Forms to be included in Tab 3) | | |
| EXHIBIT I: MEDICAL PLAN BENEFITS RESPONSE FORM AND FULLY INSURED RATE RESPONSE FORM | YES | NO |
| EXHIBIT II: ADMINISTRATIVE SERVICES ONLY RESPONSE FORM | YES | NO |
| EXHIBIT III: STOP LOSS REINSURANCE RESPONSE FORM | YES | NO |
| EXHIBIT IV: PROPOSER QUESTIONNAIRE | YES | NO |
| MISCELANEOUS DOCUMENTATION | | |
| Sunbiz.org Print out for Proposer FEI/EIN Number | YES | NO |
| Acord Insurance Form (sample copy from proposer) | YES | NO |
| Women / Minority Business Enterprise Certification, if applicable | YES | NO |
| Licenses, Certifications | YES | NO |
| Submittal Label – if submittal is sent by mail- not required with electronic submittal | | |

PROPOSAL SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

SOLICITATION IDENTIFICATION: **RFP 22-025/LKD**
SOLICITATION NAME: **Health Insurance**

PROPOSAL SUBMITTED BY:

Proposer's Name

Proposer's Authorized Representative's Name and Title

Proposer's Address 1

Proposer's Address 2

Contact's Name and Title (Print)

Contact's E-mail Address

Contact's Phone Number

Dun's Number

Employer Identification Number/Federal Employer Identification

ACKNOWLEDGEMENT OF ADENDA Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged):

| Addenda Number | Date Issued | Addenda Number | Date Issued | Addenda Number | Date Issued | Addenda Number | Date Issued |
|----------------|-------------|----------------|-------------|----------------|-------------|----------------|-------------|
| | | | | | | | |

CERTIFICATION: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other person(s) or over the County. The signature below, by an authorized representative and hereby affirm they have read and understand the solicitation requirements.

SUBMITTED ON: _____ 20 _____

PROPOSER NAME: _____

SIGNATURE: _____
Proposer's Authorized Representative (Seal)

PRINTED NAME: _____

TITLE: _____

-Remainder of page intentionally left blank-

DRUG FREE WORKPLACE FORM

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ___/___/___

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

STATE OF FLORIDA }ss

COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor), is _____

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20 ____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20____.

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

DISCRIMINATION FORM

CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC
ENTITIES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as
"Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by
the Department of Management Services.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON
DELIVERY, A PUBLIC RECORD.**

Print Name: _____ Date: ___/___/___

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by
_____, as _____, the duly authorized officer of
_____, on its behalf, who is either personally known to me [] or has produced
_____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

SCRUTINIZED COMPANY FORM

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20__, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

E-VERIFY FORM

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ___/___/___

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by [Redacted] [Print individual's name and title] for [Redacted] [Print name of Company/Individual submitting sworn statement]

Whose business address is (If applicable) its Federal Employer Identification Number (FEIN) is (If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement):

2. LOCAL PREFERENCE ELIGIBILITY

- A. Vendor/Individual 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 quotation, competitive bids or request for proposals by the County. YES NO
B. Vendor/Individual holds business license required by the County, and/or if applicable, the Municipalities: YES NO
C. Vendor/Individual 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. YES NO

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

[Signature and Date]

STATE OF COUNTY OF

Subscribed and sworn before me, the undersigned notary public on this day of , 20.

NOTARY PUBLIC SEAL Commission Expiration Date

SUBMIT ELECTRONCALLY OR BY MAIL- IF By MAIL, Please USE SEALED PROPOSAL LABEL

Cut along the outer border and affix this label to your sealed submission envelope/box to identify it as a “Sealed Bid/Proposal”

Deliver to: Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

Contact Information: Lori DeLoach, Purchasing Manager
(863) 402-6504

PLEASE PRINT CLEARLY



**SEALED BID/PROPOSAL DOCUMENTS
• DO NOT OPEN •**

SOLICITATION NO.: **RFP 22-025/LKD**

SOLICITATION TITLE: **Health Insurance**

DATE DUE: **Thursday, August 18, 2022**

TIME DUE: **Prior to: 3:30 PM**

SUBMITTED BY: _____

(Name of Company)

e-mail address

Telephone

DELIVER TO:

Highlands County Board of County Commissioners
Attn: Purchasing Department, 2nd Floor Lori DeLoach
600 South Commerce Avenue
Sebring, Florida 33870



Note: submissions received after the time and date above will not be accepted.

Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.