



Indian River County Purchasing Division

1800 27th Street
Vero Beach, FL 32960
Phone (772) 226-1416

Request for Proposals

Project Name: EMPLOYEE BENEFITS
CONSULTANT/BROKER/ACTUARIAL SERVICES

RFP #: 2022043

RFP Opening Date: **April 1, 2022**

RFP Opening Time: **2:00 P.M.**

All Proposals must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.

PLEASE SUBMIT:

- (1) ONE MARKED ORIGINAL,
- (3) COPIES OF YOUR BID, AND

ONE ELECTRONIC COPY AS A SINGLE PDF ON USB, CD OR EMAILED TO
PURCHASING@IRCGOV.COM PRIOR TO THE BID OPENING DATE AND TIME.

Physical printed copies are required, and are not replaced by the electronic copy.

Refer All Questions to:

Email: purchasing@ircgov.com

REQUEST FOR PROPOSALS

The Indian River County Board of County Commissioners is requesting proposals from qualified firms for

RFP # 2022043

EMPLOYEE BENEFITS CONSULTANT/BROKER/ACTUARIAL SERVICES

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

Receipt of one original and five (5) copies of proposals by the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 must occur by 2:00 p.m. on Friday, April 1, 2022.

The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Publication on Demandstar and Vendor Registry

Date: Thursday, March 3, 2022

Scope of Services

Introduction/Purpose: The Indian River County Board of County Commissioners (County) located in Vero Beach, Florida, is currently seeking proposals from established companies for employee benefits consulting/broker/actuarial services. It is the intent of the County that the services be provided by a company interested in a long-term relationship with the County. The County intends to contract for a minimum five (5) year period and renew annually thereafter, so long as appropriate service is being provided on a cost-effective basis.

Contract Period: Effective date of contract(s) will be on or after October 1, 2022. The County reserves the right to retain the option to renew the contract annually. Based on the response to this RFP, the County Selection Committee will recommend a firm to provide the services required under this RFP to the Board of County Commissioners.

Background

County Benefits Management Structure

The County makes all policy decisions regarding employee benefits. The County periodically reviews benefits and makes recommendations to the Board of County Commissioners. The County makes recommendations to the Board for this and other RFPs relating to employee benefits. Benefits administration is handled principally by the Department of Human Resources in coordination with the Human Resource offices of the other participating County employers named below.

Eligible Employees

The combined participation of all County employers is approximately 1,354 employees and 320 retirees.

Plan Year and Open Enrollment

The plan operates on a fiscal year basis (October 1st through September 30th) with open enrollment conducted during the month of August (varies by agency).

Eligible Constitutional Officers and Agencies

Participating constitutional officers and agencies under the County contract include:

Board of County Commissioners

Clerk of Court

Property Appraiser

Tax Collector

Supervisor of Elections

Sheriff's Office

Current Benefit Providers

Product	Provider
Health	Florida Blue - PPO (Blue Options) - Medicare Advantage Plans
Pharmacy	RXBenefits & Express Scripts
Reinsurance	Highmark Life Insurance
Benefit Administration	Benefits Express
EAP	Health Advocate
Basic Life	Mutual of Omaha
Voluntary Supplemental and Dependent Life	Mutual of Omaha
Voluntary Long Term Disability	Mutual of Omaha
Flexible Spending Accounts	P&A Group
Voluntary Dental	Ameritas
Voluntary Supplemental Policies	AFLAC
COBRA Administrator	P&A Group
Retiree Billing	Clarity
Employee Clinic	TBD if approved

The County is seeking the following services from their Employee Benefits Consultant:

I. GENERAL SERVICES

1. Provide dedicated personnel to be the main contact for managing account relationships with vendors. The contact will be readily accessible to the County benefits personnel during normal business hours and participate in monthly plan performance reviews.
2. Provide assistance to the Human Resource staff in administering benefit programs and resolving recurring benefit and claims issues.
3. Provide general and technical guidance on employee benefits issues to include but not limited to market analysis, trends, regulatory compliance, contract and statute interpretation, and cost containment methods.
4. Development and review of communication materials written by County benefits administrators, consultant, and other participating organizations for content, appearance, compliance, and accuracy.
5. Preparation of annual open enrollment benefits handbook, required annual notices, and communications related to benefits.

6. Assist the County on a regular basis and in a timely manner to provide information, analysis, and guidance on any and all aspects of County benefits program policy and administration.
7. Provide a qualified Representative to attend County and employee meetings as requested or needed.
8. Participate in the development and review all plan documents for accuracy and compliance with the Patient Protection and Affordable Care Act and all other appropriate laws and regulations, appropriateness of items to be included in a Section 125 Plan, and review of annual required filings.
9. Advise and assist the County in negotiating renewal rates and plan provisions.
10. Advocate on behalf of the County and insured members for matters related to benefits. Assist in resolving performance issues with vendors.
11. Assist the County in annual enrollment meetings and/or health fairs as needed.
12. In the event an Employee Clinic is implemented, provide advice and guidance regarding clinic operations and make recommendations to improve overall performance and wellness initiatives.
13. Proposers are required to be HIPAA compliant.

II. **TECHNICAL SERVICES**

1. **Health Plan Comparison / Utilization Analysis** - The consultant will be required to secure and analyze financial and claims data from each of the carriers on a scheduled basis in order to analyze and monitor County benefits plan trends. Once analyzed, the consultant is expected to provide a summary explanation of the data emphasizing any important trends at 6, 12, 18 and 24 month intervals and identify any emerging problems, developments or issues. The consultant must have in-house capabilities to conduct detailed health plan comparison and utilization analysis of all County medical relationships utilizing current medical and pharmacy claims data compared to other comparable benchmark data. All responses must provide a sample medical and pharmacy trend analysis created by each respondent's firm of a group health insurance program.
2. **Cost Containment recommendations** - The consultant will evaluate and recommend cost containment strategies for implementation in the group self-insurance program. Cost containment initiatives should be addressed in all areas of group health plan operations to include, but not being limited to, plan benefit and network design options, and other health & wellness initiatives.
3. **Premium Structure** – The consultant will review, analyze and recommend premium rate structures for the group self-insured health plan options offered by the County utilizing County

claims experience and trends as well as comparable employer trends and other relevant benchmarks.

4. **Executive Summary and Renewal Proposal** – Working closely with the Human Resources Director and Office of Management and Budget Director, the consultant will prepare an annual renewal proposal summary for presentation to the Board of County Commissioners due no later than July 1 each year. This summary will include claims experience and analysis to identify cost drivers and make recommendations regarding adequacy of funding levels and program changes/improvements.
5. **Compliance** - The consultant will advise the County on any State or federally mandated compliance testing requirements relevant to County plans and providing guidance, when requested, in developing testing strategies. The consultant will advise the County on any and all additions, changes, and/or deletions to Federal laws, including, but not limited to, mandates from the Patient Protection and Affordable Care Act (PPACA), Health Insurance Portability and Accountability Act (HIPAA), and the Consolidated Omnibus Budget and Reconciliation Act (COBRA), as well as Florida State statutes that impact the administration of any of the County's health and welfare benefits plans and programs
6. **Self-Funded Programs** - The consultant will provide guidance on the annual budgets, allocations of payroll deductions, stop loss purchases, and attachment points for the County self-funded programs.
7. **Actuary Report** – The Consultant will assist in the preparation of materials required for an annual actuary's review of the County Self-funded Health Care program and submittal of the annual study in accordance with FS 112.08 and provide an updated study during the mid-fiscal year. The actuary report itself will be prepared by an independent actuary firm subcontracted by the Consultant.
8. **GASB 45 Requirements** – Provide required data elements and coordinate activities with an independent actuary for periodic valuations subcontracted from the Consultant.
9. **Stop Loss Coverage** – The Consultant will assist in the preparation of material required for the placement of Stop Loss (excess) insurance coverage required by the Self-Funded Health Care Program, solicit proposals, and provide an analysis of responses received.
10. **Section 125 Plan** - The Consultant will participate in the review of all plan documents for accuracy and compliance with appropriate laws and regulations, and appropriateness of items to be included in the plan.
11. **Wellness/Disease Management Programs** - The consultant will assist the County in evaluating, implementing, and measuring the effectiveness of Health & Wellness and Disease Management Programs and make recommendations on improvements to program offerings.
12. **Litigation** - On rare occasions, the County may be involved in litigation arising from requests for proposals, contracting, or employee grievances. The consultant must agree as part of this

contract to assist the County and the administration in proving necessary materials and to testify if required, should such a situation occur.

III. BROKER SERVICES

1. At the request of the County, the Consultant will seek renewal proposals from existing vendors, negotiate renewal rates, and provide alternatives to mitigate rate increases. This may include soliciting bids from other vendors, reviewing and analyzing bids, and making recommendations.
2. All recommendations must include disclosure of broker fee/commissions that are included in the proposal.

IV. PROPOSAL SERVICES

1. **When requested by the County, develop RFPs for various County benefits programs**
 - a. Prepare Requests for Proposals in compliance with the County purchasing requirements, exploring all feasible plan designs and cost containment strategies for employee benefits programs as needed.
 - i. Provide a sample Request for Proposal for solicitation of group health insurance previously prepared for one of your clients similar in size to Indian River County.
 - b. Develop evaluation criteria.
 - c. Address any questions from vendors in the RFP process.
 - d. Be present and prepared to participate at oral interviews.
 - e. Prepare a comprehensive report and executive summary analyzing all proposals received using the evaluation criteria.
 - f. Provide a recent example of an analysis report created by your firm for a client following evaluation of an RFP.
 - g. If requested, prepare recommendations and supporting documentation for said recommendations.
2. **Appeals – Prepare response to any administrative RFP appeals.**
 - a. Assist County Attorney's Office and/or outside counsel in preparation of defense if any litigation should result from the RFP process.
 - b. Testify in court at the request of County Attorney if litigation should result from the RFP process.

3. Contract

- a. Assist in the development and negotiations of contracts with vendors.
- b. Work with the County Attorneys to ensure contract legality.
- c. Conduct any required negotiations of benefits, plan design, premium rates, and performance guarantees.

4. Implementation

- a. Serve as an intermediary (ombudsman) between the vendors and County during the implementation of new programs.
- b. Assist in the development of communications and review new program announcement material for content, appearance, compliance, and accuracy.

5. Ongoing Contract Services – The consultant shall be responsible for:

- a. Participate in negotiations with vendors on proposed rates and benefits changes to existing contracts.
- b. Audit existing contracts on an annual basis for satisfactory performance and contract compliance.
- c. Provide quarterly written analysis of the medical plans' claims experience.
- d. Periodically provide market analysis of current renewal actions for comparable employers in the region and analysis of quality of services and value provided by various health care vendors.

METHOD OF COMPENSATION

It is the intent of the County to compensate the successful firm in the following manner.

- 1. The County prefers a flat fee for all consultant and technical services as outlined in the agreed upon scope of services to include group health third party administration, group health reinsurance, and fully insured health insurance programs (if requested), and all other services mentioned above and to be outlined in an agreed upon scope of services. The proposing firm shall place all coverage and services selected by the County net of commission and shall, on an annual basis, disclose all income received during the previous year for services performed, coverage placed, or services obtained on behalf of Indian River County. The successful proposer shall be fully transparent as regards remuneration resulting from services performed. A failure to comply with these requirements may be grounds for the cancellation of the agreement and/or the withholding of commensurate fees. If a vendor or carrier cannot or is unable to place coverage or services on a net of commission basis, the contractor shall immediately disclose this matter and the fee arrangement shall be re-negotiated to assure that total remuneration is comparable to the contract fee.

- 2.** Annual actuarial services performed on behalf of the County shall be included in the brokerage fee. In certain instances, actuarial services may be required that are not anticipated. The County shall reserve the right to negotiate a fee for those additional services.
- 3.** Proposers may submit alternative methods of compensation; however, they must be clearly explained.

Submittal Instructions

Proposers shall submit the following:

Information to Be Submitted: Submit one marked original and three (3) copies, plus one electronic copy as a single pdf, submitted on USB drive, CD or delivered by email to purchasing@ircgov.com prior to the opening date and time. Physical printed copies are required, and are not replaced by the electronic copy. Submittals must include and are requested to be organized as follows:

- a. A history a description of the range of services offered by of the Consultant
- b. Summaries or biographies of the required Consultant Staff that will be assigned to the County. Include name, background, special skills, number of years with the firm and years of experience. Identify the Consultant's representative assigned to manage the County's project.
- c. If any services are to be subcontracted, then those firms be identified and the qualification of the subconsultant and resumes of individuals assigned to the project must be furnished.
- d. A detailed description of the Consultant's approach to successful completion of services such as those described within this RFP.
- e. Previous performance and results obtained
- f. Sample a Medical and Pharmacy Trend Analysis
- g. Sample RFP
- h. Firm Information form
- i. Proposal Pricing Form
- j. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- k. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- l. Certification regarding lobbying
- m. Certification regarding debarment
- n. Proof that firm or individual is licensed as an insurance broker in the State of Florida.

Method of Selection: The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
 1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
 1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
 2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
 3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.

5. After interviews, and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

Criteria for Award:

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
Professional qualifications of firm and specific individuals to be assigned to this account, to include subconsultants.	20
The firm's ability to comply with the scope of services and approach	20
Demonstration of performance and results obtained	20
Price Proposal	20
References	20
TOTAL	100

General Instructions

Cone of Silence. Potential respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Responses must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Proposals submitted after the stated time and date will not be accepted or considered.

Submission: Submit one marked original and three (3) copies of your Proposal, PLUS one electronic copy.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this Request for Proposals become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Proposer assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Proposer. Submittals summarily marked "confidential" may be disqualified from consideration.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Consultant and will be filled out by the County.

Indemnification: The Consultant shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

Public Access: The Consultant shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Consultant shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit

a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means 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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are 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 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

E-Verify: Consultant must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired

employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Consultant is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

Regulations: It shall be the responsibility of the Consultant to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: No oral interpretations will be made to any Consultant as to the meaning of the RFP documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the RFP. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each Consultant, prior to submitting their Proposal, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their Proposal.

Applicable Law and Venue: Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Prohibition Against Contingent Fees: If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

Right to Protest: Any actual or prospective responding Consultant who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing

Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Awards: The County reserves the right to cancel the solicitation, reject any and all Proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Consultant agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

The Consultant shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

- Each Occurrence \$500,000
- Fire Damage-any one fire \$50,000
- Medical Expenses-any one person \$5,000
- Personal and Advertising Injury \$500,000
- General Aggregate \$500,000
- Combined Single Limit \$500,000

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

- Each accident \$100,000
- Each Disease – Each employee \$100,000
- Each disease – policy limit \$500,000

Professional Liability Insurance

- \$1,000,000 per occurrence
- \$2,000,000 aggregate combined single limit
- \$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive any and all any technicalities or irregularities.

FIRM INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
Contact Name		Phone	
Title		Email	
Address			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

Do you have any exceptions to the specifications? Yes ____ No ____ . If yes, the respondent shall list all exceptions on a separate sheet titled "EXCEPTIONS" and attach to the front of the proposal document.

1. How many employees does your firm employ?
 Full Time _____ Part Time _____

2. List all office locations in Florida.

3. List the individuals who will be assigned to this account and include resumes.

9. Describe any wellness initiatives and disease management programs that you have determined to be effective in managing costs. Provide specific examples.

10. Describe your firm's experience soliciting, reviewing, analyzing, and recommending third party administration services and the major factors you consider when recommending a TPA to public employer clients.

11. List the top 5 TPA firms with which you do business and indicate the names of clients that you manage under each.

1. _____

2. _____

3. _____

4. _____

5. _____

12. Does your firm own a third party claims administration company? Yes No

If yes, will you be proposing their services?

13. Describe your firm's experience soliciting, reviewing, analyzing, and recommending group health excess reinsurance and the major factors you consider when making a recommendation?

14. List the top five insurance carriers you do business with, the policy type (specific/aggregate, etc.) and the number of clients insured through each carrier. Indicate the number of years you have been doing business with each carrier.

1. _____
2. _____
3. _____
4. _____
5. _____

15. Describe your firm's experience soliciting, reviewing, analyzing, and recommending fully insured group health insurance program.

16. Under what circumstances would you recommend a fully insured group health insurance program?

17. List the five fully insured carriers you generally do business with and the names of clients you manage under each.

1. _____

2. _____

3. _____

4. _____

5. _____

18. Describe your firm's experience reviewing and analyzing the structure of benefits programs, to include funding, plan documents, and all written materials.

19. Identify the specific cost control recommendations you have made to clients and indicate whether the recommendations were implemented.

20. List the specific challenges/barriers to implementing recommendations for public employers that you have experienced.

21. Describe your firm's ability to review group health plan design as to the legal sufficiency of plan design.

22. Provide examples where you identified that self-funded plan design was not in accordance with applicable regulations and the specific corrective actions that were recommended.

23. Describe your firm's experience and methodology for reviewing underwriting, rating, and claims activity to measure the adequacy of group health plan funding levels?

24. Describe your experience and methodology for establishing premiums structures for self-insured group health plans.

25. List the actuarial service provider you will be utilizing and the professional qualifications of the actuaries who will be performing the services.

26. Describe your firm's experience with estimating the actuarial impact of proposed plan design changes.

27. Describe your firm's experience with predictive modeling and the types of issues you have analyzed.

28. Describe your firm's experience completing actuarial evaluations for clients under Florida Statute Section 112.08.

29. Provide examples of reports you provide to management to review plan experience and conduct utilization review. Explain the methodology used to identify trends and make recommendations for modifications to plan design and improve plan performance.

30. If your firm employs a benefits attorney, list their name(s) and professional qualifications and experience.

31. Describe your firm's experience in negotiating discount fee arrangements for health insurance programs.

32. Describe your firm's experience with providing innovative cost containment recommendations. Provide specific examples.

33. Describe your firm's experience with providing information necessary for GASB requirements.

34. Describe your firm's experience reviewing and analyzing flexible spending account programs and Section 125 plan documents.

35. List the top five FSA providers you typically do business with and the number of clients you manage with each provider.

1. _____
2. _____
3. _____
4. _____
5. _____

36. Describe your firm’s experience brokering dental, life, disability and supplemental benefit programs, the methodology used to analyze and recommend coverage, and the top five providers in each category you generally do business with to include the number of clients managed under each.

37. Describe your firm’s experience preparing Requests for Proposals / soliciting bids for various types of employee benefits.

38. Describe the services your firm will provide in support of implementing/transitioning to a new benefit provider.

39. Describe the services your firm will provide in support of annual open enrollment.

40. Describe the types of communications your firm will prepare in support of annual open enrollment and provide examples.

41. Describe how you keep your clients informed of current issues related to benefits design, compliance, and administration.

42. Describe any other services not already addressed in this questionnaire that are include in the services to be provided at no additional cost.

43. Describe any other services your firm provides that are not already identified in your response that would be available for an additional fee.

44. Describe your experience with implementing Employee Clinics, models implemented, and implementation strategies used that have been successful. Describe barriers to success.

45. Provide a minimum of three (3) references from Florida public employers with self-insured plans for whom you provide Benefits Consultant services. Include at least one with a successful Employee Clinic that you have implemented.

Employer Name: _____ No. of Fulltime Employees _____

Contact/Title _____ Telephone No. _____

No. of Years Providing Services _____ Email address: _____

Employer Name: _____ No. of Fulltime Employees _____

Contact/Title _____ Telephone No. _____

No. of Years Providing Services _____ Email address: _____

Employer Name: _____ No. of Fulltime Employees _____

Contact/Title _____ Telephone No. _____

No. of Years Providing Services _____ Email address: _____

Employer Name: _____ No. of Fulltime Employees _____

Contact/Title _____ Telephone No. _____

No. of Years Providing Services _____ Email address: _____

Employer Name: _____ No. of Fulltime Employees _____

Contact/Title _____ Telephone No. _____

No. of Years Providing Services _____ Email address: _____

46. Date Registered with e-Verify.gov: _____ Certificate # _____

47. List all ligation cases during the past three (3) years in which the Consultant has been a named party. Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

PROPOSAL PRICING FORM

Proposer submits the following prices for the work described in this solicitation:

Please indicate which option (A, B, or C) you propose and provide applicable pricing:

Option A. Flat Monthly fee of \$ _____

Option B. Flat Annual fee of \$ _____

Option C. Other – Describe in detail below

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Name of Firm

Address

Authorized Signature

City, State, Zip Code

Title

() -

Phone

Date Signed

E-mail

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF
RELATIONSHIPS**

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2022034
for EMPLOYEE BENEFITS CONSULTANT/BROKER/ACTUARIAL SERVICES

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or who has produced _____ as identification.

**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH
SCRUTINIZED COMPANIES**

(This form MUST be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

(1) The CONSULTANT certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date