

**COUNTY OF HARNETT
HUMAN RESOURCES DEPARTMENT**

**REQUEST FOR PROPOSALS
FOR
BENEFITS BROKER SERVICES**

ISSUED Tuesday, February 5, 2019

DUE DATE: NO LATER THAN 12:00 P.M. on Friday, February 22, 2019

**QUESTIONS MUST BE SUBMITTED IN WRITING NO LATER THAN 12:00 P.M.
ON Wednesday, February 13, 2019 TO:**

**HEATHER D. POLLARD
DIRECTOR, HUMAN RESOURCES & RISK MANAGEMENT
hpollard@harnett.org
Fax: 910-814-0350**

(FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED)

COUNTY OF HARNETT RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS RECEIVED, OR TO SELECT THE PROPOSAL WHICH, IN OUR OPINION, IS IN THE BEST OVERALL INTEREST OF THE COUNTY. HARNETT COUNTY ALSO RESERVES THE RIGHT TO WAIVE INFORMALITIES AND TECHNICALITIES IN THE PROPOSALS. THIS REQUEST FOR PROPOSALS IS NOT AN OFFER, OBLIGATION, OR AGREEMENT TO AWARD WORK TO ANY PROPOSER, AND NO CONTRACTUAL RELATIONSHIP IS CREATED BY RESPONDING TO THIS REQUEST FOR PROPOSALS.

MAIL OR DELIVER PROPOSALS IN A SEALED ENVELOPE IDENTIFIED "PROPOSAL ENCLOSED HCHR-02222019", YOUR FIRM NAME, AND THE DELIVER BY DATE ON THE OUTSIDE OF THE ENVELOPE TO:

**Renea Warren-Ford
Finance and Accounting Specialist II
420 McKinney Pkwy
P.O. Box 760
Lillington, N.C. 27546**

1. Purpose.

The purpose of this Request for Proposals (“RFP”) is to solicit offers from qualified brokers (hereinafter referred to as “Broker”) to assist the County of Harnett (hereinafter referred to as “County”) with strategically planning, designing and negotiating the best coverage and cost for selective employee benefit programs, which may include but are not necessarily limited to health, dental, vision, short term disability, life, and AD&D. County has approximately 930 full-time employees. County is constantly competing to recruit and retain the best employees possible. Our leadership is looking to ensure we have financially competitive and affordable benefit programs to offer our employees.

2. General Procurement Guidelines.

- A. All proposals must be received by Renea Warren-Ford, Finance and Accounting Specialist II, no later than the date and time listed on the cover sheet of this proposal in sealed envelopes or containers. Clearly mark the proposal number and deliver by date on the outside of the envelope. **Six (6) copies of the proposal must be received from each offer or (1 original, 5 copies)**. Each proposal must be signed and dated by an official authorized to bind the Broker’s firm. Late proposals will not be considered for award. Electronic proposals (fax, email, etc.) will not be considered. Late proposals will not be accepted. Postmarks and/or shipping receipts will not be considered as proof of timely submissions. Brokers must provide responses for all items contained herein that request or call for a response or information, and responses and signatures are required for any attachments to this RFP that are due with the proposal. Proposals shall be complete and must convey all of the information requested by County.
- B. Brokers are cautioned that this is a request for offers, not a request to contract and County reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the County. County retains the right, in its sole discretion, at any time to reject any or all proposals, in whole or in part, and to supplement, amend, or otherwise modify this RFP, or to cancel and reissue this RFP, before or after receipt and opening of proposals in response thereto, or take any other actions, if it considers it to be in the best interests of County.
- C. Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired. In an effort to support the sustainability efforts of County we solicit your cooperation in this effort.
- D. Any costs incurred by Broker in preparing or submitting offers are the Broker’s sole responsibility; the County will not reimburse any Broker for any costs incurred prior to award.
- E. Proposals must be submitted in accordance with the requirements of the RFP. Failure to include any required information may cause rejection of the proposal.

3. Contract Period.

Any contract resulting from this RFP shall be effective upon execution by both parties for the benefits plan year beginning July 1, 2019. County desires to enter into a contract for three years with the option to renew for up to two additional one-year terms, provided that funds are made available for this purpose.

4. Fees.

Please provide fees, if able, for five years of contract service. The fee for each proposed contract year should be individually stated. Broker should not submit just a five-year total cost proposal. Pricing must be inclusive of all expenses, including travel related expenses. All costs not explicitly stated in the price quotations shown in the proposal will be excluded from payment consideration by County in the event that a contract is awarded based on the proposal. It is County's preference to pay for services by fee rather than through a commission wherever possible. Please clearly outline your compensation associated with the required services on a separate compensation addendum.

5. Scope of Work.

County requires a North Carolina licensed broker that is independent and not affiliated with any insurance company, third party administrative agency, or provider network. The Broker must have experience (no less than five years) in providing brokerage services in the public sector arena and the local government unit environment for employers with at least 500 employees. County requires the following services:

- Audit resulting contracts for accuracy of coverage, terms, and conditions.
- Assist with annual benefits renewals, including negotiation of changes in contracts.
- When employee benefits are marketed, prepare bid specifications, identify appropriate markets, analyze proposals submitted, make recommendations, and assist in negotiation of (preferably multi-year) contracts.
- Annual reviews of selected employee benefit package for quality of benefits provided, cost effectiveness, competitiveness, and plan administration.
- Monitor ongoing contracts, including provider plan administration, provider compliance with contract, and incurred claims.
- Provide information on employee benefit issues, trends, and proposed or new legislation.
- Be available to meet with the benefits staff and County management as needed.
- Assist in the design of employee benefits communications. Participate in benefit fairs and annual enrollment process.
- Provide a key contact person to be available to answer questions and resolve

issues that arise during the year regarding employee benefits, contract administration, and service provisions.

- Evaluate various insurance products submitted by carriers, agents, and brokers.
- Perform other related consultation services as needed or requested.

6. Broker Proposal Requirements.

The proposal response must clearly demonstrate the required qualifications, expertise, competence, and capability of the Broker. Please provide a concise description of your firm's ability to provide the services required in the Scope of Work of this document. Additionally, please include the answers to the following questions (address by number):

1. Describe your organizational structure (i.e. publicly held corporation, partnership, etc.).
2. Confirm that you are a licensed broker in North Carolina and provide documentation. Confirm that you serve as a broker independently, and are not affiliated with any insurance company, third party administrative agency, or provider network.
3. Briefly describe your company's organization, philosophy, and management. Also, please provide a brief company history. Describe your contractual relationships, if any, with organizations necessary to your proposal's implementation (i.e. actuarial services, data information services).
4. How long has your organization been providing brokerage services?
5. How many clients does your organization presently have? Typically, how many clients does each broker manage?
6. What is the name of your largest client and your smallest client?
7. How many public sector clients do you manage?
8. What is your average response time to questions posed from your clients? How do you handle follow up to outstanding items? What is your preferred method of communicating with your clients (i.e. voicemail, e-mail, fax)?
9. Please provide a list of four verifiable client references of similar scope and industry, all of whom are able to comment on your organization's relevant experience. This list should include at least three active client references that are similar in nature and size to Harnett County, and one reference from a former

client. Please include company name, contact name, telephone number, and size of company's workforce. It is the Broker's responsibility to provide valid reference information and the County reserves the right to use reference checks in its evaluation of proposals.

10. Furnish a list of your three largest accounts including services you provided and for which benefit plans, the time period you have serviced the account, the number of covered employees, and contact name and phone number.
11. Please provide a detailed description of your expertise in providing benefits communication and enrollment programs. Do you provide the same services for core benefit program as you would for the voluntary benefits you offer? This description should include your recommendations for the benefits communication and/or enrollment process.
12. Please submit a preliminary implementation plan. The plan should consist of a sequential listing of all steps necessary to provide the requested services and which party is responsible.
13. Please advise as to the location, telephone number, and manager of the company's regional office which would oversee our account.
14. County prefers a provider who can help show employees what we provide for them in the area of benefits, so they can better appreciate those benefits offered to them. What communication and/or enrollment services make your company's proposal uniquely attractive in this regard?
15. Describe the communication pieces your company provides to assist in the online enrollment process. Specifically, we are interested in providing each employee: a benefits statement, an election form indicating employee deduction, benefits booklet, customized benefits website, educational videos.
16. Include a sample communication plan and samples of the communication material you will provide for employees.
17. Please provide a description of the company's Internet -based uses and any recommendations for electronic enrollment services including recommendations concerning appropriate uses of Internet based enrollment or enrollment support activities.
18. For purposes of collecting enrollment data, the Broker should make available a computer application that is fully developed, tested, and successfully installed. Please describe your online enrollment system, including any costs associated with supporting your system.

19. The Broker should provide detail regarding their experience in designing, implementing, administering, managing and maintaining electronic enrollment services. How do you maintain data security? What fee(s) are charged for these services?
20. Please describe your online enrollment capabilities.
21. Briefly describe the level of service and support provided by your staff on a day-to-day basis.
22. What steps does your organization take to ensure that each broker is educated on current market trends and legislative developments? How is this information communicated to your clients?
23. Describe how you propose to build an understanding of the direction and priorities of County and how you would utilize this information in order to anticipate our needs in relation to benefits.
24. Detail how your organization participates in developing a strategic benefit plan with your clients.
25. Describe your organization's involvement in the annual renewal process. Include information regarding process timeframes, negotiation of rates and vendor selection.
26. Describe the process of how your organization would assist County in selecting a new insurance vendor. Include how your company's experience and expertise would benefit County.
27. Please provide a list of the vendors you have relationships with in regard to health, disability, life, supplemental life, vision, and dental insurance plans.
28. What is your process for providing plan recommendations to your clients?
29. Describe how your organization strives to streamline benefit administration for your clients. Include any services you provide for automation of the benefit process (i.e. electronic capabilities, outsourcing options). Attach any associated costs for these services on a separate fee schedule.
30. Detail how you develop a benefit communication strategy with your clients. Include what tools or resources you have available to assist your clients in effectively communicating not only the specific plan details but also the value of the benefits offered?

31. What makes your organization unique from other organizations that may submit proposals for the County's consideration?

32. Present your plan proposal to include plan cost per employee for, health, dental, vision, short term disability, life and AD&D.

7. Criteria for Evaluation.

All proposals will be evaluated according to, but not necessarily limited to, the following:

- The Broker's understanding of the Scope of Work and demonstration of the Broker's ability to provide the services described in the Scope of Work.
- Extent and success of previous work provided to organizations similar in nature and size to those required herein. References provided verifying the required experience and level of service needed by County.
- The proposal itself as an example of the potential Broker's work.
- Qualifications/experience of key personnel to be assigned to the project.
- All required forms completed and returned as part of the proposal package.
- Cost competitiveness

8. Oral Presentations.

During the evaluation process, County may, at its discretion, request any one or all Brokers to make oral presentations for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Brokers are cautioned that County is not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Broker. Not all Brokers may be asked to make such oral presentations.

9. Final Selection.

A recommendation will be made to the County Manager no later than April 1, 2019. It is anticipated that this recommendation will be voted on by the Harnett County Board of Commissioners at their next regularly scheduled meeting.

10. Proposals Subject to Public Records Laws.

All proposals, data, materials, and documentation originated, prepared, and submitted to

County pursuant to this RFP shall belong exclusively to County and may become available to the public in accordance with the North Carolina Public Records Act as provided in N.C.G.S. §132-1 et. seq. County will make reasonable attempts to maintain, in accordance with the Public Records Laws and the Act, the confidentiality of any trade secrets or confidential information that meets the requirements of N.C.G.S. §132-1.2 of the Public Records Laws if such Brokers properly and conspicuously identify the particular data or other materials which are confidential information in accordance with the Public Records Laws.

11. Negotiation and Execution of Contract.

A successful Broker under this RFP shall negotiate and execute a contract containing such terms and conditions as shall be satisfactory to County. The occurrence of negotiations with any Broker conveys no right or status on such Broker. By submitting a proposal, each Broker acknowledges and agrees that County may negotiate with one or more Broker, under such circumstances, at such times and in such a manner as it determines to be in the best interest of County. County reserves the right to enter into a contract with another proposing Broker in the event that the originally selected Broker fails to execute a contract with County or defaults on their contract.

12. Governing Law.

This RFP and any contract resulting from this RFP shall be governed by and constructed in accordance with the laws of the State of North Carolina. Any and all claims or disputes arising under or in connection with this RFP or the contract shall be exclusively governed by the laws of the State of North Carolina, and venue shall be exclusively within Harnett County, North Carolina.

13. Indemnity and Insurance.

Brokers will indemnify and hold harmless County, its officers, agents, and employees from and against all loss, cost, damages, expenses (including reasonable attorney's fees) and liability caused by accident or other occurrence resulting in bodily injury, including death and disease to any person, or damage or destruction to property, real or personal, arising directly or indirectly from operations, products, or services rendered or purchased under the contract. The Broker, at its sole expense, will purchase and maintain the insurance listed below:

- A. Workers Compensation – coverage for all paid and volunteer workers meeting the statutory requirements of the State of North Carolina Workers' Compensation Act, North Carolina General Statute §97.
- B. Commercial General Liability – Bodily injury and property damage liability as will protect the Broker from claims of bodily injury or property damages which arise from the operations of the contract. The amounts of insurance shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

- C. Professional Errors and Omissions – Coverage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

14. Transfer, Assignment, or Subcontract.

The covenants and agreements contained within the contract are specifically binding and County will not allow the contract to be transferred, assigned, or subcontracted to any other party or parties without the express written consent of County.

15. Non-Appropriation.

Broker acknowledges that County is a governmental entity and the validity of the contract is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated for the performance of County's obligations under the contract, then the contract will automatically expire without penalty to County 30 days after written notice to the Broker of the non-appropriation of public funds.

16. Default.

Failure to satisfactorily perform the services required by the contract will be grounds for County to declare Broker in default. Unless otherwise provided herein, the contract be may cancelled or annulled with a 30-day written notice by County of default to the Broker upon nonperformance or violation of the contract terms. An award may be made to another proposer for services specified, or they may be purchased on the open market, and the defaulting Broker shall be liable to County for costs to County in excess of the defaulted contract prices. The Broker shall continue to perform under the contract to the extent that any part is not terminated under the provisions of this clause.

17. Certification of Independent Price Determination.

By submission of the proposal, the Broker certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this Procurement:

- The price in the proposal has been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Broker or with any competitor;
- Unless otherwise required by law, the prices which have been quoted in the proposal have not and will not be knowingly disclosed by the Broker prior to the proposal opening, directly or indirectly, to any other Broker or to any competition;
- No attempt has been made or will be made by the Broker to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

18. E-Verify Compliance.

By submission of the proposal, the Broker certifies that it and any subcontractors complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

19. Equal Opportunity Employer.

County is an equal employment opportunity employer. County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR §601.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.

COMPANY NAME _____

REFERENCES

PROPOSALS MUST LIST FOUR (4) REFERENCES FOR WHOM SIMILAR WORK HAS BEEN PERFORMED DURING THE PAST THREE (3) YEARS.

(1) CLIENT NAME _____

ADDRESS (Street) _____

ADDRESS (City, St, Zip) _____

CONTACT NAME _____

TELEPHONE/E-MAIL _____

(2) CLIENT NAME _____

ADDRESS (Street) _____

ADDRESS (City, St, Zip) _____

CONTACT NAME _____

TELEPHONE/E-MAIL _____

(3) CLIENT NAME _____

ADDRESS (Street) _____

ADDRESS (City, St, Zip) _____

CONTACT NAME _____

TELEPHONE/E-MAIL _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

(4) CLIENT NAME _____
ADDRESS (Street) _____
ADDRESS (City, St, Zip) _____
CONTACT NAME _____
TELEPHONE/E-MAIL _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF HARNETT

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ ("Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
3. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
4. Employer's subcontractors comply with E-Verify pursuant to federal law, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ___ day of _____, 2019

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____,

2019. My Commission Expires:

Notary Public

LS14-36

|||
(Affix Official/Notarial Seal)
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