

County of Charlotte  
 PO Box 608  
 250 LeGrande Ave; Suite A  
 Charlotte Court House, VA 23923



**Request for Proposals for  
 Agent of Record/Insurance Broker Services**

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

<u>Bid Number</u>	<u>Bid Due Date and Hour (Local Time)</u>	<u>Date Initiated</u>
<b>037-207</b>	<b>May 25, 2017 at 4:00 PM</b>	<b>April 25, 2017</b>

This solicitation is subject to the provisions of the General Terms and Conditions and any Special Terms and Conditions included herein. The Request for Proposal, your bid, and modifications or additions to either shall constitute an entire integrated contract.

**Address All Inquiries and Correspondence to:**

County of Charlotte P.O. Box 608 250 LeGrande Avenue; Suite A Charlotte Court House, VA 23923	Monica L. Elder, Purchasing Agent Phone: (434) 542-5117 Fax: (434) 542-5248 Email: melder@charlotteva.com
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**Special Instructions:**

1. Responses must be signed below in ink.
2. Responses will be accepted until the date and hour shown above.
3. This inquiry incurs no obligation on the part of the County of Charlotte.
4. All proposals are considered firm for our acceptance within **90 days** after the due date.
5. Charlotte County may cancel or withdraw a solicitation in whole or in part and reject any and all bids or proposals at any time prior to an award (Section 2.2-4319-Code of Virginia).

***In compliance with Request for Proposal No. 037-196, and all the conditions imposed therein, the undersigned offers and agrees to furnish products/services in accordance with the signed proposal or as mutually agreed upon by subsequent negotiation.***

SCC Number: \_\_\_\_\_

Name & Address of Offeror: \_\_\_\_\_ License Number: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Name (Print): \_\_\_\_\_

\_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_ Zip Code: \_\_\_\_\_ Title: \_\_\_\_\_

FIN: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

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**I. PURPOSE**

The Board of Supervisors of Charlotte County, Virginia, herein referred to as "the County," is soliciting sealed proposals from licensed, qualified agents of record/insurance brokers to assist the County with the selection and management of health, prescription drug, vision, dental, and life insurance employee benefit programs as well as optional supplemental insurance. The initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

It is Charlotte County's intent that this Request for Proposal is part of a competitive procurement process which helps to serve the County's best interests while providing Offerors with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the process of "competitive sealed bidding." Price is not required to be the determining factor, although it may be, and the County may negotiate with one or more Offerors to arrive at a mutually agreeable relationship.

**II. BACKGROUND**

Charlotte County and Charlotte County Public Schools operate separate employee benefit plans. The services provided under the contract established through this RFP involve the insurance programs for County employees only and do not include school employee insurance benefits.

The County currently has 101 benefit eligible employees. Insurance benefits are offered to all full-time employees and the seven members of the Board of Supervisors as well as qualifying retirees. Current enrollment in the County's group healthcare plan is 97 employees; all 101 benefit eligible employees are enrolled in the dental plan. The effective plans' effective date is November 1st.

For the 2016-2017 plan year, the County is paying 100% of premiums for employees and board members for the basic healthcare plan, prescription drug plan, dental and vision plans, and a \$15,000 supplemental life insurance policy. Health insurance, prescription drug, dental coverage and supplemental life insurance is currently provided by Anthem while MetLife provides vision insurance. Spouses and/or dependents can be added to these plans at the employees' expense. In addition to coverage provided by the County, optional supplemental policies through AFLAC are available for employees to purchase.

Glandon Insurance Agency from Virginia Beach, Virginia currently serves as the County's Agent of Record. Their compensation is based on an established commission rate; the County would like to continue the practice of commission based payment.

Due to the County's size and rural location, the service network is a key factor in selecting insurance providers. In order to ensure employees needs are met, networks must include service providers in Charlotte County, Lynchburg, Richmond, Charlottesville, Halifax and Farmville.

### III. **SCOPE OF SERVICES**

Charlotte County is seeking an Agent of Record/Insurance Broker that is not affiliated with any insurance company, third party administrative agency or provider network. Offerors must have experience in providing insurance consulting services in the public sector arena for employers with less than 200 employees. The selected Agent will be responsible for providing the following services:

1. Assisting with the annual insurance procurement process including, but not limited to, preparing and issuing a request for proposal; identifying appropriate markets and soliciting proposals; reviewing proposals received; researching networks; negotiating with Offerors; providing a price and benefit analysis and reviewing it with County staff; and assisting the County with evaluating available options and awarding the contract(s)
2. Conducting annual enrollment meetings prior to the beginning of a new policy year and assisting with employee form completion
3. Assisting with new employee enrollment as needed
4. Addressing employees' questions and concerns regarding benefits, available insurance products, provider networks, certification procedures, billing, etc.
5. Processing all necessary paperwork for employees' benefit changes to include, but not limited to, additions, drops and deletions
6. Assisting with claim reporting, handling and settlement
7. Assisting in the settlement of disputes between the County or individual employees and insurance providers
8. Researching alternative insurance plan designs at the County's request
9. Reviewing the program on a continuing basis to ensure the plan complies with government regulations
10. Providing information on issues, trends, possible new benefits, and proposed or new legislation
11. Providing consultation and guidance with respect to governmental mandates such as FMLA, COBRA, HIPAA, ADA, etc.
12. Advising and assisting the County with required communications to employees during benefits enrollment and as regulatory changes occur
13. Providing one contact person who is readily available to answer questions and resolve issues and one backup person that is available to assist when the assigned contact person is unavailable
14. Assisting Medicare-eligible employees who choose to waive out of the County's healthcare benefit program with identifying supplemental healthcare insurance options and transitioning from the employer sponsored plan to Medicare.

#### IV. SUBMISSION OF PROPOSALS

##### A. Submission Procedures

1. To receive consideration your proposal with original signature along with two (2) hardcopies must be received in the Charlotte County Administrator's Office no later than 4:00 pm on Thursday, May 25, 2017.
2. The original proposal must be clearly identified on the outside cover.
3. The submission of proposals by fax, phone, e-mail, or verbal offer will not be accepted.
4. All proposals must be in a sealed package clearly marked "RFP- Agent of Record."
5. It is the responsibility of each Offeror to see that their proposal is in the Office of the County Administrator by the specified time and date.
6. Please note that some overnight courier services cannot guarantee delivery to this location by 4:00 p.m. and plan accordingly.
7. Any offers or amendments received by the County after the date and time specified for the scheduled opening of proposals will not be considered. Date of postmark will not be considered. There will be no extensions and no exceptions.
8. Submittals can be hand-delivered or mailed to the following address:

Charlotte County Administrator's Office  
Attention: Monica Elder, Purchasing Agent  
P. O. Box 608  
250 LeGrande Avenue, Suite A  
Charlotte Court House, Virginia 23923

##### B. Proprietary Information

All proposals submitted under this RFP shall become the property of Charlotte County and will be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*. However, the Offeror must invoke the protections of Section 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the material is submitted. The written notice must specifically identify the materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method, such as highlighting or underlining, and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

C. Proposal Content

All proposals should be prepared simply and economically. Emphasis should be on completeness and clarity of content. Proposals shall contain the following:

1. The cover page of this RFP completed & signed by an authorized individual
2. A brief narrative explaining the Offeror's expertise and experience, specifically relating to the services outlined in this RFP
3. A description of services to be provided, including a detailed explanation of the process for obtaining quotes with an approximate timeline
4. The names, contact information, and physical location for the primary account representatives who will supervise and coordinate all policies and services
5. Resumes of individuals who will be assigned to this contract
6. Verification of licensure as required by the Code of Virginia
7. A list of current Virginia clients with 50 to 200 employees, indicating which ones are in the public sector
8. A list of at least three references, including contact information, a description of services provided and date of services
9. Proposed Commission Rate
10. A completed copy of all addenda issued (if applicable)

D. Additional Information

The County may contact the Offeror to clarify any response, may solicit information from any available sources concerning any aspect of the proposal, and may seek and review any other information deemed pertinent to the evaluation process.

V. QUESTIONS & ADDENDA

A. Questions

1. All questions regarding this RFP must be submitted in writing. Questions can be e-mailed, faxed or hand-delivered to the Charlotte County Purchasing Agent, Monica Elder, and must be received no later than 12:00 noon on May 10, 2017.
2. All revisions to this solicitation will be provided in an official written addendum.
3. The County will not assume responsibility for claims of oral instructions.

B. Addenda

1. All addenda issued shall become part of this RFP.
2. Addenda will be posted in the County Administration Office and on-line at [www.eva.virginia.gov](http://www.eva.virginia.gov) and [www.charlotteva.com](http://www.charlotteva.com)
3. It is the sole responsibility of each Offeror to ensure that he/she obtains a copy of all addenda.

## **VI. SELECTION PROCEDURE AND EVALUATION OF PROPOSALS**

The evaluation and selection processes will be governed by and completed in accordance with the Virginia Public Procurement Act (VPPA). If any provision of this RFP is found to be inconsistent or in conflict with such policy, the terms of the VPPA shall govern.

### **A. Selection Process**

1. Using the proposal evaluation criteria specified in this RFP, the County will review all proposals received.
2. After review of the proposals, the County shall engage in discussion meetings and/or interviews with two or more Offerors who have been deemed to be fully qualified, responsible, responsive, and suitable to provide the services set forth by this RFP. The Offerors shall be encouraged to elaborate on their qualifications and expertise pertinent to the proposed project.
3. At the conclusion of the interview stage, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the evaluation criteria specified below. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
4. Should the Charlotte County Board of Supervisors determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

### **B. Proposal Evaluation Criteria:**

The following criteria will be used to review and evaluate Offerors' proposals:

1. Expertise and experience (25%) - Including, but not limited to, client references and demonstrated ability and reputation in providing similar services
2. Assigned Personnel (15%)- Qualifications, experience, availability and commitment of assigned staff
3. Services Offered/Approach (30%) - Including, but not limited to, the Offeror's understanding of the services required, methodology for providing services, and proven ability to provide services promptly in a cost-effective manner
4. Compensation (30%)

**VII. CONTRACT TERM & PAYMENT**

- A. The initial term of the contract shall be for a 12 month period beginning July 1, 2017 and ending June 30, 2018. The contract may be extended by the County for four (4) additional years in one-year intervals at the same terms and conditions, if agreeable to both parties.
- B. The selected Offeror shall incorporate the established commission rate into their billing.
- C. All invoices shall be submitted to County of Charlotte, P.O. Box 608, Charlotte Court House, Virginia 23923.

**VIII. SPECIAL TERMS AND CONDITIONS**

**A. Insurance**

The selected Offeror shall, during the entire performance of the contract, keep in force at least the following minimum limits of Insurance:

- 1. Workers compensation insurance - shall comply with requirements of the laws of the Commonwealth of Virginia.
- 2. Professional Liability - \$500,000.00 - Insurance Coverage for Errors and Omissions on Claims Made Basis
- 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage.

No insurance certificate is required at the time of proposal submission. However, the selected Offeror shall furnish an original Certificate of Insurance prior to commencing work. Charlotte County shall be named as an additional insured on the policy. All required insurance coverage shall be maintained during the entire term of the contract and must be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**B. Ethics in Public Procurement**

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.



C. Termination of Contract for Convenience

Charlotte County, by written notice, may terminate the resulting contract in whole or in part when it is determined by the public body to be in the County's best interest. Termination shall be effected by serving a notice of termination. In the event of termination pursuant to this paragraph, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of this termination.

D. Termination of Contract by Default

Should the selected Offeror fail to deliver the services in accordance with the contract terms and conditions, the County has the right to terminate any contract resulting from this solicitation for default. Termination shall be effected by serving a notice of termination stating the manner of the default. In the event of termination pursuant to this paragraph, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of this termination less any fines or other fees that may be withheld.

**IX. GENERAL TERMS AND CONDITIONS**

- A. All proposals must be submitted in accordance with this RFP. All information received shall become part of the proposal.
- B. The Offeror certifies that it knows of nothing that could raise the issue of conflict of interest with regard to this RFP.
- C. A contract shall be deemed executory only to the extent of appropriations available for the purchase of such the same or similar goods or services as requested in this proposal. Future obligations shall be subject to future appropriations, if any, by the Board of Supervisors. Nothing contained herein shall be construed to require any future obligation by the Board of Supervisors.
- D. The award of a contract shall be at the sole discretion of the County Board of Supervisors. The award shall be based upon the evaluation of all information made available to the County. The Board reserves the right to enter into any contract deemed to be in its best interest. The County shall not be obligated to furnish a statement of the reason why a proposal was not deemed to be the most advantageous.
- E. An officer of the proposing Offeror must sign the proposal and all issued addenda. Such signature shall bind the Offeror to all obligations under this RFP.
- F. The Offeror agrees that their proposal shall be good and may not be withdrawn for a period of ninety (90) days.

- G. The County shall not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal or participating in the interview and negotiation processes.
- H. All proposals shall become the property of Charlotte County. In accordance with the VPPA, they will not be open for public inspection prior to final selection by the Board of Supervisors.
- I. The County Board of Supervisors reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP.
- J. This RFP, any subsequent contract and the work performed there under shall be governed in all respects by the laws of the Commonwealth of Virginia. The Offeror shall comply with applicable federal, state, and local laws and regulations.
- K. The Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the County.
- L. The Offeror shall indemnify and save harmless Charlotte County, its supervisors, officers, agents, servants, and employees from and against any and all liability, claims, losses, suits, legal proceedings, and costs occurring from any cause whatsoever in any work required by this RFP.
- M. The Offeror shall agree to the nondiscrimination provisions set out in § 2.2-4311, Code of Virginia.
- N. The Offeror shall agree to the drug-free workplace provisions set out in § 2.2-4312, Code of Virginia.
- O. The Offeror shall agree to comply with all federal immigration laws. The contractor shall not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- P. Proof of Authority to Transact Business in Virginia  
In accordance with § 2.2-4311.2, Code of Virginia, Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include the identification number issued to it by the State Corporation Commission. Any Offeror not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include a statement describing why they are not required to be so authorized.