



## REQUEST FOR PROPOSALS (RFP)

### Insured Dental and Vision Benefit Program for County Employees

**RFP Number:** 06-093                      **Contract Number:** \_\_\_\_\_  
**Issue Date:** 6/11/06                      **Closing Date/Time:** May 5, 2006

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	See section 2.9
Catalogue and Price Lists:	Not applicable
Certificate of Competency/License:	See section 2.17
Vendor Equipment List:	Not applicable
Indemnification/Insurance:	See section 2.8
Pre-Proposal Conference/Walk-Thru:	See section 2.4
Samples/Information Sheets:	Not applicable
Site Visit/Affidavit:	Not applicable
Written Warranty:	Not applicable

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the closing date. When counter-signed by an authorized County representative, this document and any specifically identified attachments will form the formal contract document binding the parties to all performance specified herein.

**Vendors shall complete and return the entirety of this RFP Document, and attach all other information requested in this RFP document (See Provision 2.13). Failure to sign the proposal response may be cause for rejection of the proposal.**

**Direct all inquiries to the individual identified in Provision 2.2 of this RFP.**

**1.1 DEFINITIONS**

**Addenda:** A written change to a solicitation

**Contract:** The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to which award has been made.

**County** – shall refer to Lake County, Florida

**Modification-** A written change to a contract

**Proposal** – shall refer to any offer(s) submitted in response to a Request for Proposal.

**Proposer** – shall refer to anyone submitting an offer in response to a Request for Proposal.

**Request for Proposal (RFP)** - shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor**– a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposals (RFP) that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory requirements. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature

**1.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award, the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

1. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal closing date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the proposer’s facsimile number.
2. The Office of Procurement Services may issue an addendum in response to any inquiry received, prior to proposal closing, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail.

It is the proposer’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The proposer is required to submit with its proposal a signed “Acknowledgment of Addenda” form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers Responsibilities**

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance by the proposer of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Proposals**

1. Changes to Proposal - Prior to the scheduled proposal closing, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.
2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal closing date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the proposal closing date and time. A proposal may also be withdrawn ninety (90) days after the proposal has been opened and prior to award, by submitting a letter to the designated procurement representative identified on the front cover of this solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the proposer.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and

then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal closing date.

#### H. Prompt Payment Terms

1. It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes known as the Florida Prompt Payment Act
2. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

#### 1.3 PREPARATION OF PROPOSALS

- A. The Proposal Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the bid.
- B. The proposal submitted must be legible. Proposers shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the proposal to be rejected.
- C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

#### 1.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Request for Proposal when it is in the best interest of the County.

#### 1.5 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low price or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. The Director of Procurement Services will decide all tie proposals with initial preference being given to the entity employing the most personnel residing within the County.

- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

#### 1.6 CONTRACT EXTENSION

- A. The County reserves the unilateral right to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions.
- B. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s).
- C. Exercise of the above options requires the prior approval of the County's Director of Procurement Services

#### 1.7 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

#### 1.8 ESTIMATED QUANTITIES

Estimated quantities or dollars are for proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. Estimates are based on the County's actual needs and/or usage during a previous contract period. The County may use these estimates to determine the proposer selected for award. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall be County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

#### 1.9 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

#### 1.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion at the same prices, terms and conditions.

#### 1.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do so via written notice to the Director of the Procurement Services Department within the period that the contract award recommendation is posted on the County's procurement website. It is incumbent upon the vendor to be aware of the posting of the award recommendation. Any protest received after the actual contract award date may be rejected.

#### 1.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The vendor shall be familiar with all federal, state and local laws

that may in affect the goods and/or services offered.

### **1.13 SUBCONTRACTING**

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

### **1.14 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

### **1.15 DELIVERY**

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the offered price.

### **1.16 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the contractor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor shall wear proper identification.

### **1.17 INDEMNIFICATION**

The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

### **1.18 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

### **1.19 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

### **1.20 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

### **1.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS.**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

### **1.22 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

### **1.23 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **1.24 ACCESS TO RECORDS**

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

### **1.25 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of, or in support of a proposal submittal will be available for public inspection after the proposal closing date in compliance with Chapter 119 of the Florida Statutes; popularly know as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer unless such information is exempt or confidential under the Public

Records Act.

#### **1.26 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

#### **1.27 INCURRED EXPENSES**

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer agrees that all costs associated with the preparation of the proposal will be solely the responsibility of the proposer, and also agree that the County bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

#### **1.28 COUNTY IS TAX-EXEMPT**

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service proposed. The County will sign an exemption certificate if submitted by the contractor.

Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

In the event the project is declared a sales tax recovery project by the County, the following procedure shall apply:

- (a) The County representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the County, all purchase orders shall be issued directly from Procurement Services;
- (c) The County shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/supplier;
- (d) The County shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed

#### **1.29 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this RFP shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

#### **1.39 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a proposal in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of

Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a proposal in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes, or additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

#### **1.31 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this ITB. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all sub-contractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

#### **1.32 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

#### **1.33 OTHER AGENCIES**

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

#### **1.34 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the vendor of duty to perform or give rise to any right to damages or additional compensation from the County. The vendor expressly acknowledges and agrees that the County shall receive no damages for delay. The vendors' sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the County.

#### **1.35 TRUTH IN NEGOTIATION CERTIFICATE**

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

**Section 2.1: Purpose**

Lake County is seeking proposals from interested parties to offer an insured dental benefit program offering a Preferred Provider Option (PPO) and a prepaid DHMO-type option, as well as an insured vision program. for County employees, and other covered groups, effective October 1, 2006. The County wishes to receive proposals that offer options for provision of the Plans that are based on a fully insured basis. The County expects that these plans will also be made available to County retirees. The County currently provides a dental PPO and DHMO (county paid), as well as a vision plan (voluntary) to its employees on an insured basis. The County desires terms, conditions, and coverage essentially similar to the current plans to be made available under the dental and vision care benefit structure to be realized under this solicitation. Historical claims experience, enrollment data, premiums, and additional pertinent information are attached hereto as designated in the “attachments” section of this solicitation.

**Section 2.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted before the pre-bid/ proposal meeting and at least seven (7) days before the closing date.

Susan Dugan, Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 416  
PO BOX 7800  
Tavares, FL 32778-7800

Phone: 352.343.9839  
Fax: 352.343.9473,  
E-mail: sdugan@co.lake.fl.us

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Department of Procurement Services.

**Section 2.3: Method of Award**

Award will be made to the firm(s) submitting the proposal which is determined to best meet the needs of the County based on the evaluation criteria set forth in paragraph 2.3.2.2.

The County shall not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget

constraints, time constraints or other factors dictated by the County. However, it is anticipated that the review/evaluation process will be completed in a timely manner. Respondents will be notified, in writing, of any unexpected delays as noted above or otherwise determined.

The Procurement Services Department shall be responsible for the evaluation and selection process and shall be the sole point of contact for all respondents. **The County's Benefits Consultant, Aon Consulting, and any County party other than designated procurement representative(s), shall not be contacted by proposers throughout the process.**

### 2.3.1 EVALUATION PROCESS

Aon Consulting has been engaged to provide technical support for this process on a fee basis. Aon Consulting's staff serve as licensed agents receiving fee compensation commensurate with their services. No additional compensation will be paid to Aon Consulting by the County for this procurement action. Aon and staff shall comprise the Selection Committee and evaluate all proposals to determine how effectively each satisfies the RFP requirements in the context of providing the services that maximize the benefits and minimizes costs to the County. The Selection Committee shall evaluate and rank all valid responses received from respondents against evaluation criteria developed by the County.

The Committee shall utilize Aon's analysis and ranking of respondents. The Committee may request additional material, information, or references from respondents or from others. Presentations may be requested by the Selection Committee prior to the committee's recommendations to the Procurement Services Department.

The Selection Committee will make a recommendation to the Procurement Services Department. The County, acting through the Procurement Services Department, reserves the right to request presentations from any or all of the respondents and to make site visits to locations and facilities provided in said response. Final contract award approval shall rest with the Lake County Board of County Commissioners.

### 2.3.2 EVALUATION FACTORS

#### 1. Vendor Qualifications

A proposal will not be considered for inclusion in the full evaluation process unless the respondent has met the following basic qualifications:

- A. The proposal was received in the Lake County Procurement Services Department at or before the specified time.
- B. The proposal was prepared in accordance with the requirements of the RFP. This includes the inclusion and completion, in writing, of all required responses in the RFP.

- C. The respondent has demonstrated, through the responses to the questions in the RFP, that the proposed services meet the basic functional needs of the County.
- D. The respondent has successfully demonstrated that it has the experience and resources to implement systems on a large scale in the public sector, as specified in the RFP. The respondent must have included in the RFP a list of such current references.
- E. The application of the system(s)/program(s) proposed is/are compatible with the environment of the County, as listed in the RFP.

## 2. Evaluation Criteria

Respondents who have met the RFP qualifications will be evaluated on the following criteria:

- A. Functional Requirements
  - 1. The ability to configure the program to meet the requirements of the County.
  - 2. The degree to which the respondent is able to integrate all of the requested criteria.
  - 3. The ability of the respondent to provide the required interfaces with existing applications.
  - 4. The quality and clarity of the documentation.
  - 5. The general ease of use of the program.
  - 6. The reporting flexibility available with the program.
- B. Multi-year rate guarantees (with confirmed rates each year or quantifiable renewal formulas) with satisfactory performance are strongly preferred and will be heavily weighted.
- C. The ability to perform the following functions on behalf of the County in a professional and cost-effective manner.
  - 1. Process claims objectively, correctly, and efficiently, according to the Plan of Benefits outlined in the specifications.
  - 2. Maintain and provide plan data that will allow the County to track financial experience of the plan.
  - 3. Provide claims management function.

- D. The types of factors which may be used in determining which proposal is best may include, but are not necessarily limited to: retention, apparent service ability and history, facilities for claims processing and claims investigation, , ability to experience rate multiple options, data reporting capabilities, quality of care provided by the network and network accessibility. The County expects prompt payment of all legitimate claims but relies upon the company's ability and willingness to keep claims as low as possible through appropriate investigation and monitoring of claims.
- E. Quality Measurement: Both County and Aon Consulting are committed to quality delivery. Significant attention will be placed upon review of various quality indicators.
- F. Respondent's Competence and Commitment.
1. Previous experience in the implementation of the proposed program(s) in governmental and/or educational entities of comparable size and complexity. Preference will be given to those vendors with installed and operational programs in similar sized entities.
  2. Demonstrated ability of the Project Manager and proposed project team to carry out the programs as outlined in this RFP.
  3. Demonstrated quality of actual performance for client base.
  4. Demonstrated familiarity with the environment of Lake County and surrounding areas.
  6. The respondent's implementation approach and proposed implementation schedule and work plan.
- H. Cost

The total cost of acquiring, installing and maintaining the program.

#### **Section 2.4 Pre-Proposal Conference**

A pre-proposal conference will be held on April 17, 2006 at 9:00 a.m. in the BCC Chambers, Lake County Administration Building, 315 West Main Street, 2<sup>nd</sup> Floor, Tavares, Florida 32778, to discuss the special conditions and specifications included within this solicitation.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available. Although not mandatory, it is strongly suggested that vendors attend the pre-proposal meeting

**Section 2.5: Contract Term**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The performance period of the contract shall remain in effect for thirty-six (36) months, and then the contract will remain in effect until completion of the expressed and/or implied claim responsibility period.

**Section 2.6: Options to Renew and Associated Price Adjustment**

Prior to, or upon completion, of the initial contract term, the County shall have the option to renew this contract for two (2) additional one (1) year periods, on a year-by-year basis. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on the renewal information provided by the vendor, including complete disclosure of claims, premium, and all retention components. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County. Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in de fault which decision shall effect that vendor's eligibility for future contracts.

**Section 2.7: Payment**

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be Invoices remitted monthly with payment made in advance for a given month's service. **Vendors may provide alternate payment procedures that will be considered during the evaluation process.**

All invoices shall contain the contract and/or purchase order number, date and location of

delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Chapter 218, Part 7, Florida Statutes.

**Section 2.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be purchased and in place prior to a purchase order or contract being executed by the County.]

A certificate of insurance indicating that the awarded vendor has coverage in accordance with the requirements of this section shall be furnished by the vendor to the Contracting Officer within the time period set by the County and before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance insuring the contractor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract.

Such policies of insurance shall insure the vendor in accordance with the following minimum limits:

-General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	\$300,000

-Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000 (per accident)
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll

amounts in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the contractor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

-Garage Keepers liability

-Loss of use

#### Certificate(s) of Insurance

- Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners, shall be named as additional insured as their interest may appear on the general liability policy

- Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change or cancellation of the required insurance.

- Certificate(s) of insurance shall identify the contract number, in the Description of Operations section of the Certificate.

- Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

The contractor shall be responsible for subcontractors and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of

contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor, nor a failure to disapprove that insurance, shall relieve the vendor of full responsibility of liability, damages and accidents as set forth herein.

### **Section 2.9: Bonding Requirements**

#### **2.9.1 OFFER GUARANTY/ BID BOND FOR A SPECIFIC AMOUNT**

All offers shall be accompanied by a offer guaranty/bid bond in the form of a Certified Check, Cashier's Check or Bid/Proposal Bond in the amount of \$ 5,000.00, payable to the Board of County Commissioners, Lake County, Florida. Subsequent contract award shall be conditioned upon the apparent successful vendor submitting the stipulated performance and/or payment bond within fifteen (15) calendar days following notice of award, in the form and manner required by the County. Any offer which is not accompanied by an offer guaranty/bid bond shall be considered unacceptable and/or non-responsive and ineligible for award. In case of failure or refusal to submit the stipulated performance and/or payment bond within the time stated, the security submitted with the offer shall be forfeited as liquidated damages because of such failure or default. All vendors shall be entitled to the return of their offer guaranty/bid bond within ten (10) calendar days after execution of a contract between a successful vendor and the County. If the offer guaranty is provided in the form of a bid bond, the bond shall be submitted on the form specified by the County (no other form is acceptable), and the general bonding provisions set forth in the performance/payment bond provisions included in this solicitation shall be adhered to.

#### **2.9.2 PERFORMANCE BOND BASED ON FIXED DOLLAR AMOUNT:**

The vendor to whom a contingent award is made shall duly execute and deliver to the County a Performance and Payment Bond in the amount of \$50,000.00. The Performance and Payment Bond Form supplied by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice of award. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the vendor in default of the contractual terms and conditions, and the vendor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that vendor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;
  2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
  3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County during the life of this contract and/or as long as the funds are being held by the County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

**Section 2.10: Delivery/Service Requirements**

The following are the Service Standards, that may be applied during the course of the contract resulting from this solicitation:

A	B Summary of Services Standard	C Performance Time Limit
1.	The Agreement is binding for each consecutive Contract year, subject to mutually satisfactory modifications, with no mid-year changes or cancellations.	N/A
2.	Attendance at enrollment meetings	Employer to provide one (1) week of notice
3.	Draft brochures for Employer approval	45 days prior to scheduled release date
4.	Final brochures for distribution	By specified date
5.	Claims status report to employees and County for claims not resolved within 14 days	Within five (5) working days after a 14-day period
6.	Format, frequency and types of reports as specified for all plans	15 calendar days for monthly reports; 45 calendar days for annual reports
7.	Rebid – all data available within 14 calendar days after request	14 calendar days
8.	Non-disputed penalties paid within time frame or deducted from premiums	Within 20 calendar days of invoice
9.	Disputed penalties resolved through purchasing code pre-litigation remedies	N/A
10.	Service Standards Agreement is first for document priority	N/A
11.	Communication	All communication to employees must be approved by Employer's Designee
12.	Benefit Booklet	Five (5) business day turnaround after receiving draft back from Employer
13.	Quarterly Eligibility Report	20 business days before the start of the quarter.
14.	Deviations	Agrees to pursue immediate refile of plan if deviation discovered but not listed
15.	On-site service	Agrees to have a representative on site 1 day per month

**Section 2.11: Acceptance of Services**

The services rendered under the contract will not be deemed complete until the service(s) is (are) accepted by the County and confirmed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any service(s) procured as a result of this solicitation may be evaluated for compliance with specifications. In the event that the service is found to be defective or does not conform to the specifications, the County reserves the right to pursue all appropriate remedies to include termination of the contract. The County will not be responsible to pay for any service that does not conform to the contract specifications.

**Section 2.12: Warranty Requirements**

The vendor agrees that, unless expressly stated otherwise in the proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of products and/or services and the rights and remedies provide herein are in addition to and do not limit any right afforded to the County by any other provision of this solicitation.

**Section 2.13: Preparation of Solicitation Response****2.13.1 DELIVERY OF SOLICITATION RESPONSES**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Department of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number and title. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the solicitation closing.

If you plan on submitting your proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 416  
TAVARES, FLORIDA

If you submit your proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your proposal by a **THIRD PARTY CARRIER** such as Fed-X, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
416 W. MAIN STREET  
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

### 2.13.2 PROPOSAL PREPARATION DIRECTIONS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. **One (1) original and ten (10) complete paper copies of the vendor's full response must be provided along with one (1) CD containing the RFP Questionnaire in Excell format.** All proposals shall include at minimum:

Title Page: Show the RFP subject, the name of the respondent's firm, address, telephone number, tax identification number, name of contact person(s), and the date submitted.

Table of Contents: Include a clear identification of the material by section and page number. Information must be submitted in the order identified in the RFP.

#### Tab 1 – Respondent's Profile and Completed RFP

Complete copy of this RFP with all vendor entries signed by authorized agent of the business/corporation with proof of authorization from business

A brief profile of the firm, including:

- A. A brief history of the business
- B. Organizational structure of business
- C. Designation of the legal entity by which the business operates (i.e. sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.)
- D. Ownership interests
- E. Active business venues (counties, states, etc.)
- F. Present status and projected direction of business

- G. The overall qualifications of the business to provide the services requested
- H. The qualifications of the firm’s employees who will work on this contract
- I. Documentation from the appropriate state’s agency confirming firm’s legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida
- J. Federal Identification Number of firm

**Tab 2 – Program Manager / Support Staff**

List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for this contract. Provide a resume of the individual’s background and skills in managing similar projects. List the following information:

- Years of experience within the area of specialty
- Length of and type of service with firm
- Knowledge of health care industry
- Education and formal training, including certifications

List by name the qualifications, education and work experience of all personnel who will be assigned to the County contract, directly and provide a narrative description of the work responsibilities of each individual. Provide resumes for each individual with the following information:

- Years of experience within the area of specialty
- Length of and type of service with firm
- Knowledge of health care industry
- Education and formal training, including certifications
- Provide an organizational chart listing all proposed individuals to work with the County.

**Tab 3 – Questionnaire**

This section will contain the completed questionnaire attached to this solicitation. The questionnaire contains the technical response, references and pricing proposal. Sufficient detail should be provided so that upon review of this section, the County shall have a complete and clear understanding of the respondent’s background, qualifications, capabilities and plan design.

Proposers shall utilize the EXCEL spreadsheets to prepare their responses; these shall not be modified in any fashion.

**Tab 4 – Litigation**

Information on the nature and magnitude of any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.

This will include any class actions within which your company was named, industry investigations by Attorneys General, in addition to individual cases.

**Tab 5 – Financial Statement**

All respondents shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

**Tab 6 – Licenses**

Those firms located within Lake County must include a copy of their County Occupational License. If a respondent is located within Lake County, failure to have or obtain a Lake County Occupational license prior to the bid/RFP closing date and time shall automatically render a respondent non-responsive.

**Tab 7 – Insurance**

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must provide the correct solicitation and/or project number and Lake County contact person.

**Tab 8 – Exceptions**

Include any/all exceptions taken to the content of the solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation.

**Tab 9 – Bonds**

Include the proposal bond in this section.

**Tab 10 – Other Information**

This section shall contain a W-9 form with the firm's Federal I.D. number. You may also include any information that will provide insight to the evaluators about the qualifications, fitness and abilities of your firm. This information should be succinct.

**Section 2.14 Alternate Offers Will Be Considered**

The County will consider one (1) alternate offer from a vendor which has submitted a primary offer for this solicitation; provided that the vendor of record for both the primary and alternate offer is the same entity, and that the alternate offer provides a different product or level of service that meets or exceeds the contract requirements. In order for the County to consider an alternate offer, the vendor shall provide a complete and separate pricing section using the forms set forth within this solicitation and shall mark "Alternate Offer" on the first page of the alternate pricing section. The County reserves the right to consider and award, based on the County's best interests, any alternate offer based on the method of award prescribed in Section 2.6 of this solicitation.

**Section 2.15 Competency of Vendors and Associated Subcontractors**

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a satisfactory record of performance for a reasonable period of time. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

**Section 2.16 Indemnification of the County by the Vendor**

The vendor shall indemnify and save the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of the contract. The vendor shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

**Section 2.17 Licenses, Permits, and Fees**

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

**Section 2.18 Local Office Shall be Available**

The vendor shall maintain an office staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract. A toll free telephone number shall be provided by the vendor for the County's use.

The County reserves the right to perform an inspection of the office during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County in this regard shall be final.

**Section 2.19 Presentations/Post-Closing Discussions**

The County, at its sole discretion, may ask any proposer to make an oral presentation and/or product / service demonstration without charge to the County. The County reserves the right to require any proposer to demonstrate to the satisfaction of the County that the proposer has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.

The County may commence contract negotiations in accordance with the Method of Award provision specified elsewhere within this RFP. The County reserves the right to conduct post-closing discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for "best and final" offers.

Proposers are cautioned not to assume that they will be asked to make a presentation or asked for a "best and final" offer and should include all pertinent and required information in their original proposal package.

**Section 2.20 Health Insurance Portability and Accountability Act**

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act

(HIPAA) of 1996. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Lake County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IHHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Lake County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Lake County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The vendor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

The purpose of this Request For Proposal (RFP) is to solicit competitive sealed proposals for insured dental and vision care coverage for Lake County government employees and retirees. The potential exists that other governmental and/or educational organizations may be interested in taking advantage of the resulting award(s).

The County offers a dental and vision plan to all eligible employees, including retirees not yet eligible for Medicare, as well as those eligible for Medicare. As a governmental entity, the County's benefits are subject to mandates within the Florida Statutes. The majority of the employees reside in Lake County, with the remainder in the surrounding counties.

The County is seeking proposals from qualified insurers or prepaid service organizations and others to provide the services as documented in the attachments to this solicitation.

The County covers its active employees, its early (pre-Medicare) and regular retirees, and COBRA participants. Proposers should demonstrate they can interact with the Florida Retirement System.

The County has no current complaints or issues with its contracted vendor. However, it is performing due diligence to determine whether, based upon its evaluation criteria, other vendor(s) may demonstrate better alignment with the County's goals and objectives.

Any deviations from these specifications regarding enrollment, claims or other service procedures must be clearly explained. Deviations from the benefit contracts may not be acceptable and must be clearly explained. Proposals must comply with all federal and state statutes.

All proposals must include provisions for picking up previously disabled employees and dependents without regard to the "actively at work" requirement. No pre-existing condition limit may be applied to any current insured that has satisfied the pre-existing condition limit of the current carrier/administrator. Successful respondent shall become responsible from day one for all courses of treatment.

Renewal, if exercised by the County is to take place on each anniversary date of the contract. Renewal rates shall be accompanied with experience summary reports and those rates shall be guaranteed for a minimum of twelve (12) months from the anniversary date. Renewal information must be supplied by April 1 the first year and January 2, in subsequent years.

Respondent(s) shall not cancel or non-renew the resulting contract with less than two hundred seventy (270) days written notice to the Director of Purchasing Services.

Implementation Enrollment support shall be needed in approximately fifteen (15) locations and must be completed within a two-week period. Presenters from the vendor(s) follow a script of enrollment highlights and benefit changes. This will allow presenters to share presentations with representatives of other providers.

Successful respondents shall include, but not be limited to providing the following:

- Insured dental program and/or insured vision care program
- Ability for County to self-bill
- Access to a dedicated account manager Monday through Friday, 8:00 AM to 5:00 PM
- A toll free number for covered individuals to access member services and or claims department
- Reporting

**RFP TITLE: Health Benefit Program for County Employees**

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 1 of this solicitation.
- Each price offered in your proposal shall be a firm-fixed price, exclusive of any tax. Any proposal containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.

<b>PRICING SECTION</b>
------------------------

**The pricing section is detailed within the attached questionnaire.**

### ACKNOWLEDGEMENT OF ADDENDA

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

<b>Part I:</b>
<p>The proposer must list below the dates of issue for each addendum received in connection with this RFP:</p> <p style="text-align: center;">Addendum #1, Dated: _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
<b>Part II:</b>
<p><input type="checkbox"/> No Addendum was received in connection with this RFP.</p>

### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from the Lake County's Vendor List, please mark the appropriate space below, complete the Vendor Information and Signature section on the following page, and return this and the following page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

**By Signing This Proposal the Proposer Attests and Certifies That:**

1. It satisfies all legal requirements (as an entity) to do business with the County.
2. The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
3. The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal and any contract(s) and/or other transactions required by award of this solicitation.

**Additional Certifications Requiring Completion:**

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or executive of the proposing entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: \_\_\_\_\_

<b>General Vendor Information and Proposal Signature:</b>	
Firm Name:	_____
Street Address:	_____
Mailing Address (if different):	_____
Telephone No.:	_____ Fax No.: _____ E-mail: _____
FEIN No. _____ - _____	Prompt Payment Terms: _____ % _____ days, net _____
Signature:	_____ Date: _____
Print Name:	_____ Title: _____

<b>Award of Contract by the County: (Official Use Only)</b>	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
<b>Vendor awarded as:</b>	
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official: _____ Date: _____	
Printed name: _____ Title: _____	
Purchase Order Number assigned to this contract for billing purposes: _____	

**Attachments to Lake County BOCC Dental RFP**

	Electronic File Name
A1	Questionnaire
B1	DENTAL DHMO Plan
B2	DENTAL PPO Plan
B3	DENTAL Premiums and Claims 2004-2006
B4	VISION Plan
B5	VISION Premiums and Claims 2004-2006
B6	DENTAL VISION Census