

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the bid where requested.

SEALED PROPOSAL • DO NOT OPEN

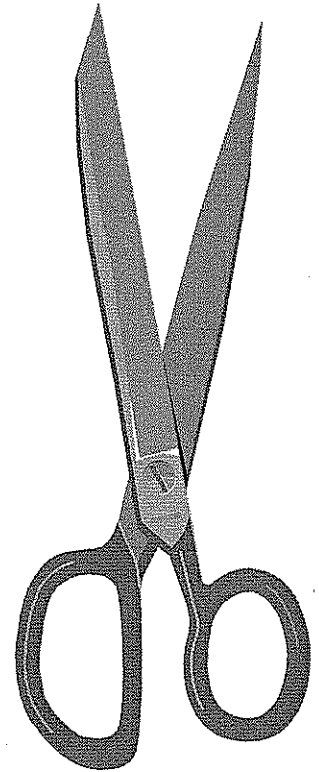
SEALED PROPOSAL NO.: 090-0292-P (AM)

PROPOSAL TITLE : **BENEFITS CONSULTING
SERVICES**

DUE DATE/TIME: **MAY 18, 2010 @ 3:00 P.M.**

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building -6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

SUBMIT TO:

PINELLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



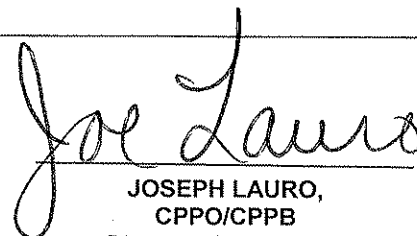
REQUEST FOR PROPOSAL

ISSUE DATE:**APRIL 23, 2010**

*PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE
CONSIDERED*

TITLE: BENEFITS CONSULTING SERVICES**RFP NUMBER:****090-0292-P (AM)****SUBMITTAL DUE: MAY 18, 2010 @ 3:00 P.M.****AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.****PRE-PROPOSAL DATE & LOCATION:
NOT APPLICABLE****DEADLINE FOR WRITTEN QUESTIONS: MAY 9, 2010 BY 3:00 P.M.****SUBMIT QUESTIONS TO: AMELIA McFARLANE, CPPB AT****amcfarlane@pinellascounty.org****Phone: (727) 464-3149 Fax: (727) 464-3925****THE MISSION OF PINELLAS COUNTY**

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.



JOSEPH LAURO,
CPPB/CPPB
Director of Purchasing

PROPOSER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A PROPOSER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS.

PAYMENT TERMS: ____% ____DAYS, NET **45** (PER F.S. 218.70) *RFP DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

PROPOSER (COMPANY NAME): _____ **D/B/A** _____**MAILING ADDRESS:** _____ **CITY / STATE / ZIP** _____**COMPANY EMAIL ADDRESS:** _____***REMIT TO NAME:** _____

(As Shown On Company Invoice)

PHN: () _____ **FAX:** () _____**CONTACT NAME:** _____**PRINT NAME:** _____**EMAIL ADDRESS:** _____

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

**I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS RFP &
CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE
PROPOSER.**

AUTHORIZED SIGNATURE: _____**PRINT NAME/TITLE:** _____

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	
W-9 (TAXPAYER ID)	

**THIS FORM MUST BE RETURNED WITH YOUR
RESPONSE**

SEE PAGE 15 SECTION E SCOPE OF WORK

SECTION A – GENERAL CONDITIONS**1. SUBMISSION OF PROPOSAL:**

- a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Section 119.07(3)(m), all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. Late proposals will not be accepted.
- b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. DESCRIPTION OF SUPPLIES/SERVICES:

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) Pinellas County reserves the right to make selection of the proposer to perform the services required on the basis of the original proposals without negotiation.

SECTION A – GENERAL CONDITIONS**5. EVALUATION CRITERIA:**

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP. Proposers will ordinarily not be suggested for award/ranking of firms or oral presentations if a score of at least eighty percent (80%) of the total points available is not achieved through evaluation.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation of proposal may be requested of any firm, at the Evaluation Committee's discretion.

8. CONFLICT OF INTEREST:

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Fla. Stat., §112.311, et. Seq. The Proposer further represents that no person having any interest shall be employed for said performance.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

10. LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **In addition, late proposals will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the proposal process.

11. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

SECTION A – GENERAL CONDITIONS**13. PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

14. COLLUSION:

The proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

15. RIGHT TO AUDIT:

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

The proposer is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

17. COUNTY INDEMNIFICATION:

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b) The successful proposer(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

18. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by proposers prior to submitting a proposal on this requirement.

19. ADA REQUIREMENT FOR PUBLIC NOTICES:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

SECTION A – GENERAL CONDITIONS**20. CERTIFICATE OF INSURANCE:**

The successful proposer must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

21. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all proposals over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful proposer. The County will furnish a copy of the asbestos survey to the successful proposer. The proposer must keep this copy on site at all times during the actual demolition.

22. PAYMENT/INVOICES:

The proposer must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful proposer is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

SECTION A – GENERAL CONDITIONS

23. TERMINATION:

- a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
- c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
- d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

24. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

25. NON-EXCLUSIVE CONTRACT:

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

26. LOBBYING:

Lobbying shall be prohibited on all county competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or questions related to the procurement process or protest.

Lobbying of evaluation committee members, county government employees, or elected officials regarding request for proposals, request for qualifications, bids, purchasing contracts, or bid protests, by the bidder/proposer/protestor any member of the bidder's/proposer's/protestor's staff, any agent or representative of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer/protestor shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract, and may lead to debarment of the bidder or proposer/protestor as provided in Pinellas County Code, Section 2-161(8)b.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee or elected official who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

SECTION A – GENERAL CONDITIONS**27. ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

28. ADD/DELETE LOCATIONS/SERVICES:

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

29. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

30. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

31. PUBLIC EMERGENCIES:

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

32. TAXES:

Payments to Pinellas County are subject to applicable Florida taxes

SECTION A – GENERAL CONDITIONS

33. PROTEST PROCEDURE:

As per Section 2-162 of County Code

1.

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.

(b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the Purchasing Department, the County Administrator shall immediately cancel or revise the solicitation or award as deemed appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

(h) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

34. JOINT VENTURES:

All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the proposal (see Section 489.119 Florida statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION B – SPECIAL CONDITIONS

Proposal Title: BENEFITS CONSULTING SERVICES
Proposal Number: 090-0292-P (AM)

1. OBJECTIVE:

Pinellas County Unified Personnel System (the County) is soliciting proposals for Human Resources (HR) & Employee Health and Welfare Consulting Services.

2. PROPOSAL REQUIREMENTS:

Each proposal should contain the following at a minimum. Proposer must also address detailed requirements as specified in Section E, Scope of Work.

- a) A written narrative describing the method or manner in which the proposer proposes to satisfy requirements of the Scope of Work.
- b) A description of the proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also include the reference information requested in Section D.
- c) The fee(s) for services as outlined in the Scope of Work.

3. EVALUATION CRITERIA:

Following is the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E, Scope of Work.

4. PRICING/PERIOD OF CONTRACT:

Prices shall be held firm for the duration of the contract unless changed during the negotiations of the contract. Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for the period of **thirty-six (36) months** from the date of execution of the agreement unless otherwise indicated. Should the successful proposer have, or is awarded a Florida State contract for benefits consulting services during the course of the contract, the County reserves the right to use that contract at a favorable price that is in the County's best interest.

5. TERM EXTENSION(S) OF CONTRACT

The contract may be extended subject to written notice of agreement from the County and successful bidder, for an additional **two (2), twelve (12) month** periods beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

SECTION B – SPECIAL CONDITIONS

6. ITEMS TO BE RETURNED WITH PROPOSAL:

a)	Section B	Proposal Deposit (If Applicable)
b)	Section D	Vendor References
c)	Section E	Proposal Submittal
d)	Page 1	Proposal Signature Page
e)	Section G	Addendum Acknowledgement Form (If Applicable)
f)	Section H	Statement of No Submittal (If Applicable)

7. TIME LINE:

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
APRIL 23, 2010	Advertising & Publishing RFP
N/A	Pre-proposal Conference
MAY 9, 2010	Deadline for Questions/Clarifications
MAY 18, 2010	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
TBD	Evaluation of the RFP
TBD	Recommendation due to Purchasing from Human Resources
TBD	Submit recommendation to Board for Award of Contract

8. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original and **seven** copies with the 'Original' clearly marked.

SUBMISSION OF PROPOSALS:

Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and seven (7) copies on paper, plus two (2) compact discs (CD). The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

A. **Why does Pinellas County Government want all the documents as PDF files?**

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

B. **How do I convert my files to PDF format?**

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

C. **Should I scan everything and save as PDF?**

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR)

D. **My document is a compilation of multiple sources. Should I send multiple PDF files?**

Answer- You may, however merging pages/files is a very simple process within PDF.

SECTION B – SPECIAL CONDITIONS**E. How do I get my PDF files to Pinellas County Government?**

Answer- They may be provided on any medium that is compatible with a standard PC. A CD is generally the simplest method. Please label the CD with a listing of contents. Provide the files to whoever your Pinellas County contact is for the project you are working on. For PDF technical support, contact webadmin@pinellascounty.org

Tips & Best-Practice Recommendations

File names should clearly identify the file. Avoid cryptic or extremely long file names.

File names should not include spaces or special characters (stick to letters, numbers and dashes).

For example **MyCompany-bid-3000-oct-2009.pdf**

Check the PDF files to make sure they are functional before you send them.

If the file is large and has a table of contents, adding links to the table of contents makes your files much more user friendly.

To maximize the usefulness and audit-ability of your files, it is recommended to add some identifier (AKA metadata) information to the PDF files. To do this is simple. After you have converted your file to PDF, use Acrobat, select File-Properties, and add the name of the author, subject, and any additional info you like to make the source of the document clearly traceable.

SECTION C – INSURANCE REQUIREMENTS**I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS**

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
 - (4) **\$500,000.00** combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

SECTION C – INSURANCE REQUIREMENTS

- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.

C. Contractor hereby waives subrogation rights for loss or damage against the County.

D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

II. MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

SECTION D – VENDOR REFERENCES

Proposal Title: **BENEFITS CONSULTING SERVICES**Proposal Number: **090-0292-P (AM)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

All fields below must be completed

1

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

2

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

3

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

4

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

SECTION E – SCOPE OF WORK

Proposal Title: BENEFITS CONSULTING SERVICES Proposal Number: 090-0292-P (AM)

A. OBJECTIVE:

Pinellas County Unified Personnel System (the County) is soliciting proposals for Human Resources (HR) & Employee Health and Welfare Consulting Services. The Unified Personnel System is responsible for all HR functions (with the exception of payroll) for approximately 3,200 employees and 1,300 retirees. The County HR Department administers the following: Total Compensation & Benefits, Employee Communications, Training & Development, Employment & Volunteer Services, and Employee Relations. The Unified Personnel System serves the Board of County Commissioners, Clerk of the Circuit Court, Tax Collector, Property Appraiser, Supervisor of Elections, and other affiliated agencies / Appointing Authorities. Oversight is provided through an independent board.

The County's primary objective is to obtain the best consulting firm to assist with ongoing consulting for our benefit programs including its self funded health plans as well as any future insured products that we might offer. Currently the health plan has carved out services for medical, pharmacy, mental health and vision administrative services. The health plan administration includes disease management services. Additional consulting services for HR functions, compensation strategies and retirement benefits may be requested. The County is interested in establishing and continuing a long-term relationship with the firm selected.

To the extent that the selected vendor has services on a Florida State Contract those services may be added in the future. In such case the County reserves the right to negotiate prices more favorable than those on such list.

B. SCOPE OF WORK:

Basic Ongoing Services for Health and Welfare Consulting

1. Quarterly Plan Review
2. Plan Design evaluation and benchmarking
3. Renewal evaluations and negotiations
4. Plan funding and premium contribution strategies for annual budget cycle
5. Assistance with any administrative issues with health plan vendors
6. On-site meetings with HR and other senior management staff
7. Presentations to senior management groups, Board of County Commissioners, Unified Personnel Board and others.
8. Availability of services from licensed clinical specialists engaged by the consulting firm including but not limited to medical doctors, pharmacists, nurse case managers
9. Ongoing services in selection, implementation and evaluation of health and wellness programming
10. Specific programs as described below

Medicare D Retiree Drug Subsidy (RDS) Administrative Services (Ongoing)

1. Assume 900 lives in the self funded Medicare supplement plan.
2. Advise County of RDS required activities, documentation, filing and application requirements.
3. Complete necessary documents and applications for County review and submission
4. Conduct actuarial attestation
5. Submit required eligibility, enrollment and claims data to RDS working in concert with the County and the pharmacy plan vendor
6. Assist in responding to RDS inquiries, denials or other communication.
7. Other services as might be needed or required.

Data Aggregation Services (Ongoing)

1. Assume 3200 active employees of which 200 opt out of medical plan.
2. Collect and aggregate claims data from the medical, pharmacy, mental health and disability vendors.
3. Perform analysis of aggregated data for use in identifying, quantifying and evaluating areas of significant short and long term cost impact.
4. Produce comprehensive reports, at least semi-annually, including cost trend components and their impact as well as areas of opportunity in controlling costs.

SECTION E – SCOPE OF WORK

Actuarial Evaluation of Other Post Employment Benefits (OPEB) Liability (Every two years or as requested)

1. Collect enrollment, contribution and plan design detail from County staff
2. Perform actuarial calculation of OPEB liability including Annual Required Contribution (ARC) in accordance with federal General Accounting Standards Board (GASB) requirements
3. Issue actuarial valuation

Project Services requested immediately for 2010-2011

The following project services are expected to be requested one time only, and within the first two years of the agreement.

Group Health Plan RFP (Required)

(Claims experience and enrollment data will come from United Healthcare (medical), Walgreens Health Initiatives(pharmacy), Eyemed (vision) and the County.

1. Assist County staff with designing specifications and provide same for RFP's for self funded medical plan, pharmacy benefits management, vision care and specific stop loss coverage.
2. Review and evaluate responses, prepare written analysis including a detailed discount analysis for our major service providers and recommendations for County's consideration by mid February.
3. Assist, if requested, in contract negotiations and development/or review of any vendor performance guarantees.
4. Evaluate vendors implemented technology capabilities (e.g. claims payment systems, call centers, care coordination, etc.) for adherence to industry standards or norm. Comment on any proposed systems changes or "upgrades" that might affect the County's plan.
5. Assistance with any implementation issues that might arise.

Pharmacy Claims Audit (Tentative)

1. Assume annual pharmacy claim volume of 95,000 from an average of 7800 members. (Walgreens Health Initiatives is the current pharmacy vendor)
2. Electronic audit of pharmacy claims against contracted terms
3. Ensure discounts and pricing accuracy
4. Identify discrepancies and errors, work in an active process with County staff and the vendor to validate and resolve them.
5. Ensure the pharmacy vendors implementation of claim reimbursement changes necessitated by the First Data Bank decision produced no loss to the County plan.
6. Other forms of audit for County consideration.

Dependent Eligibility Audit (Tentative)

1. Assume enrollment of 3,200 employees (7800 total members including dependents).
2. Comprehensive physical audit of group health plan dependents against eligibility guidelines of the plan.
3. Communication of the vendor directly with employees.
4. Request by vendor for supporting documentation.
5. Review of documentation against guidelines.
6. Provide records of your activity and the documents submitted by members to the County
7. Report to County of results.

Project Services that may be requested the future

1. Assist with RFP process for dental, life insurance, short and long term disability programs.
2. Develop plan design alternatives and recommendations as appropriate for future health care trends and/or regulatory changes for both active and retired employee populations.
3. Design a comprehensive communication campaign, assist in scripting primary and secondary messages, developing new or enhancing existing employee on-line portals for HR related areas including but not limited to Total Compensation and Benefits, Training and Development, Health and Wellness.
4. Assist County in identifying any cost saving to outsourcing certain benefit functions.
5. Perform GASB-OPEB liability analysis.

SECTION E – SCOPE OF WORK

QUESTIONNAIRE

All questions must be answered. Responses should be complete and provide sufficient information to allow the County to evaluate your capability and expertise. Responses must be in numbered order matching the question. If additional information is being provided in an exhibit or addendum to support a response, you must clearly state in your response where the information can be found. **All information provided for this Questionnaire should be identified within a Tab labeled as follow: “Section E, Scope of Work - QUESTIONNAIRE”.**

1. Describe how your firm’s senior consultants and assistant team members that would be assigned to Pinellas County have improved the employee benefits program and costs of at least two organizations similar in size to Pinellas County during the past three years. Note: Emphasis should be on specific challenges the employer faced, the recommended solutions, and the results to the employer.
2. Describe your firm’s experience with public sector consulting for HR/Management. Include operational improvement strategies for total compensation and benefits. What resources and expertise can you provide for these services?
3. List the key members of the consulting team which will be assigned to Pinellas County. Explain the role of each, list their qualifications and any special accomplishments which directly benefited client employers, and provide any other pertinent information which can demonstrate their value to the relationship.
4. Describe your experience with large clients (2,500+ lives) that have self-funded medical and pharmacy plans.
 - a. What type of financial analysis services have you provided and how have these analyses specifically benefited the client?
 - b. For your team members that will be assigned to Pinellas, include the names of at least three self-funded clients for whom you provide ongoing financial analysis.
5. Describe your access to and intended use of specialized technical experts.
 - a. Provide information on the capability of the experts.
 - b. State whether these individuals are your employees or provide services through some other arrangement and specify the arrangement.
6. For the health plan RFP services
 - a. Provide a sample of a recent RFP for a self funded client with carve out services.
 - b. Provide a sample of your scoring document.
 - c. Provide a sample of your recommendation document including support for the recommendation.
7. In addition, if you are proposing an electronic RFP process:
 - a. Describe the technology tools your firm would use to provide the health plan and pharmacy RFP services requested. Specifically identify which of your team members have expertise in this area.
 - b. Describe the process in detail including all steps taken to guarantee the accuracy and integrity of the responses.
 - c. Describe the process for producing vendor RFP responses, our scoring and response evaluation data pursuant to a Florida public records request or a vendor challenge to the process or decision.
8. Identify the key steps, required data needed, and provide your estimated turnaround time for the medical plan and pharmacy RFP’s vendor response analysis and report to the County.
9. Detail your firm’s approach to evaluating health plan RFP responses:
 - a. Fees and projected claims costs quoted by the health plan RFP respondents.
 - b. Evaluating the clinical program expertise of vendors including but not limited to case management, disease management, large claim management, and any others.
 - c. Describe your firms benchmarking capabilities for both medical and pharmacy plans. State how you validate the client is getting the best “deal.”
10. Describe your firm’s recent experience with public sector retiree health plans.
 - a. Have you performed any Medicare Part D analysis and pricing? How would you evaluate which option would be best for the County? List any clients you have performed this for.
 - b. Describe your experience with OPEB liability evaluations. List clients you have provided with this service.
 - c. Describe your experience at developing options for reducing OPEB liability and retiree health benefit cost control.

SECTION E – SCOPE OF WORK

11. Provide information on your firm's capabilities in conducting both pharmacy and medical claims audits.
 - a. Provide details on your different types of audit programs, advantages/disadvantages of each, and range of costs for each.
 - b. Provide any examples of client savings.
 - c. Provide any performance guarantees you may be willing to offer on client savings or return on investment (ROI).
 - d. For the pharmacy audit in the scope of work provide as much detail as possible. Include information regarding accuracy of work and any performance or savings guarantees.
12. Provide information on your firm's capabilities in conducting health plan member eligibility audits.
 - a. Provide details on your different types of audit programs, advantages/disadvantages of each, and range of costs for each.
 - b. Provide any examples of client savings.
 - c. Provide any performance guarantees you may be willing to offer on client savings or ROI.
13. Provide information concerning your firm's ability assist employers with existing Consumer Driven Health Plans (CDHP) in the following areas:
 - a. Launching and performing ongoing employee education campaigns.
 - b. Helping employers increase participation in CDHP, specifically when it is offered as an option along with a traditional (such as preferred provider or point of service) companion plan.
 - c. Communicating consumerism messages in an effort to assist employees in stretching healthcare dollars.
 - d. Communicating innovative ways that employees can earn Health Reimbursement (HRA) and other incentive credits.
 - e. Communicating comprehensive Health Savings Account (HAS) program rules in a manner understandable to employees. Describe any special challenges and how you met them for carved out pharmacy/mental health.
14. Describe your operational experience with consulting on wellness and disease management programs:
 - a. Launching and communicating comprehensive wellness campaigns.
 - b. Describe or include any tools you make available for employers use in measuring existing wellness program effectiveness, program enhancements and measures of program value to an organization.
 - c. Describe and/or provide details on any innovative technology solutions that can encourage employees to become more engaged in improving health status.
 - d. Provide any examples of programs that educate employees on treatment compliance for chronic health conditions and/or to participate in disease management programs.
 - e. Provide detailed information on your clinical team members that would be assigned to enhance effectiveness of the County disease management program. Confirm that member will be available to participate in quarterly conferences via telephone.
 - f. Provide information to support your ability to develop communication campaigns or pieces which successfully linked employee participation in wellness or disease management participation to employee/employer cost reductions.
15. Describe the support your firm can provide towards prescription drug program design and clinical management.
 - a. State your willingness to assign a licensed pharmacist to the Pinellas County account team who will participate via phone in quarterly meetings with the pharmacy vendor and County staff, review program results, make recommendations on programs and suggest opportunities for cost effective short and long term solutions. Provide information on the individual if possible.
 - b. Describe your experience at reducing employer spend for pharmacy programs (excluding contract negotiations). If possible describe any solution(s) which provided substantial benefit to the employer.
16. Describe what type and frequency of client communications you provide to beside the specific project/financial reports.
17. Are you willing to disclose any and all financial arrangements your firm receives from all vendor sources associated with the County? If so please state. If not please explain you unwillingness.

SECTION E – SCOPE OF WORK**C. EVALUATION CRITERIA:**

Proposal Organization: Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, Criterion, section or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

Cost 250 Points

Although an important consideration it is not the only factor. You must use the cost quotation form provided.

Programs and Services 300 Points

This category measures the extent to which the vendor demonstrated capability to provide consulting and support resources for the scope of services in this RFP, and also in a wide range of areas impacting HR and benefit programs and processes.

Items evaluated for this criteria category (Unless specified, number listed includes all lettered subcategories.)

- Includes all Ongoing, Required, Tentative and Future services in the scope section.
- Includes questionnaire items 6, 7, 8, 9, 10, 11, 12, 16 and 17.

Capability and Resources 450 Points

This category measures the extent to which the vendor demonstrated the ability to provide services and solutions that benefit the client. These include but are not limited to innovative and creative program design, problem solving for clients, technical and professional resources, and tools & resources which improve their client's program offerings and effectiveness. It also measures the strength of the vendors dedicated Pinellas consulting team and ancillary professionals assigned for specific areas or projects.

Items evaluated for this criteria category (Unless specified, number listed includes all lettered subcategories.)

- Includes questionnaire items 1, 2, 3, 4, 5, 7, 9b, 9c, 10c, 13, 14, 15.

SECTION E – SCOPE OF WORK

CONSULTING SERVICES COST QUOTATION**Ongoing Services (Excluding OPEB Valuation)**

Service Description	Year 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
Basic Ongoing Services			
Medicare D Subsidy Administrative Services			
Data Aggregation Services			

Current Services for OPEB liability are not annual, but at specified intervals. Please include your cost quotation below.

Service Description	Project Cost Per Valuation
Evaluation of OPEB Liability Actuarial and Related Services Next Valuation effective 10/1/2011	

Per Project Services Requested

Service Description	Project Cost
Group Health Plan RFP	
Pharmacy Claims Audit	
Dependent Eligibility Audit	

Future Services

List items (if any) from the Future Services section of the Scope for which you wish to guarantee a cost.

Service Description	Cost

SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSALS

Proposal Title: BENEFITS CONSULTING SERVICES
Proposal Number: 090-0292-P (AM)

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and SEVEN copies.

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Substitute
Form**W-9****Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶☐ Other (see instructions) ▶☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
HereSignature of
U.S. person ▶

Date ▶

***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION G – ADDENDA ACKNOWLEDGMENT FORM**Proposal Title: BENEFITS CONSULTING SERVICES****Proposal Number: 090-0292-P (AM)****PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:****ADDENDA NO.****SIGNATURE/PRINTED NAME****DATE RECEIVED**

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase/Current_Bids1.htm, listed under category 'Current Bids'.

SECTION H – NO BID STATEMENT

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. *Thank you.*

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a proposal for RFP No. **090-0292-P (AM) for Benefits Consulting Services**

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
 _____ Insufficient time to respond to the Request for Proposal.
 _____ We do not offer this product or service.
 _____ Our schedule would not permit us to perform.
 _____ Unable to meet specifications.
 _____ Unable to meet Bond requirement.
 _____ Specifications unclear (explain below).
 _____ Unable to Meet Insurance Requirements.
 _____ Remove Us from Your "Notification List" Altogether
 _____ Other (specify below).

REMARKS:

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and _____, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for Benefits Consulting Services; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 090-0292-P (hereinafter Request for Proposal or RFP), County has awarded this Agreement to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the County with Benefits Consulting Services, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Term of Agreement/Term Extension. Services performed pursuant to this Agreement shall commence upon execution of this Agreement and continue for a period of thirty-six (36) months, unless canceled or terminated as provided herein. The Agreement may be extended subject to written notice of agreement from the County and successful bidder, for two (2) additional twenty (24) month(s) period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

3. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.

4. Assignment/Subcontracting. The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

5. Termination. Pinellas County reserves the right to terminate this Agreement without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

6. Compensation. County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Request for Proposal. Prices shall remain firm for the duration of the Agreement. All payments shall be made in accordance with the Local Government Prompt Payment Act, Fla. Stat. § 218.70, et. seq.

Should the Contractor have, or is awarded a Florida State contract for benefits consulting services during the course of the Agreement, the County reserves the right to use that contract at the awarded price, if it is in the County's best interest to do so.

7. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this Agreement.

8. Audit. The Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

9. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Contractor.

10. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

11. Governing Law. The laws of the State of Florida shall govern this Agreement.

12. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of Pinellas County.

13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

14. Documents Comprising Agreement. The Agreement for Benefits Consulting Services, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Request for Proposal and all of its addenda and attachments issued on _____, 2010;
- b. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for Benefits Consulting Services pursuant to RFP No. 090-0292-P as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

County Administrator

ATTEST:

By: _____
(Attesting Witness' name/title)

CONTRACTOR

President (Signature)

President (Printed Name)

[Corporate Seal]

ATTEST:

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM:



Office of the County Attorney