



Request for Proposal
May 22, 2009
BENEFIT CONSULTANT
Scott County Human Resource Department

SECTION I
NOTICE OF REQUEST FOR PROPOSALS

1.0 Receipt and Opening of Proposals

1.0.1 All proposals must be received in a sealed envelope in the Scott County Administration Building (date and time stamped) by Friday, June 12, 2009, 3:00pm (our clock), Central Daylight Time, in order to be considered. The County Administration Building is located at 600 W. 4th Street, Davenport, Iowa. Proposals sent via facsimile will not be accepted. If a proposal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation '**SEALED RFP – BENEFIT CONSULTANT**' due on, **Friday, June 12, 2009, 3:00pm, CDT.**

1.1 RFP Timeline

Name of Proposal	Employee Benefit Consultant
Date of Issuance	May 22, 2009
Deadline for Questions	June 5, 2009, 3:00pm
Submit Questions to	Fax: 563-328-3285 or mthee@scottcountyiowa.com
Deadline for Proposal	June 12, 2009, 3:00pm
Submit Sealed Proposal to	Mary J. Thee Asst. County Admin/HR Director 600 W. 4 th Street Davenport, IA 52801

1.2 The County reserves the right to accept or reject any or all proposals and to waive any informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.

1.3 The County is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the Proposer. Similarly, the County is not responsible for, and will not open, any proposal responses that are received later than the date and time stated above. Late proposals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

1.4 Proposals will be opened on Friday, June 12, 2009 3:00 pm (our clock) CDT in the Human Resources Department, County Administration Building. Only the names of companies who submitted proposals will be revealed. The

main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the awarded proposal(s).

1.5 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal results will not be given over the telephone. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION II INSTRUCTIONS TO PROPOSERS

2.0 Wherever requested throughout this document, a company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the County that you have read, understand and will comply with the Instructions and all Terms and Conditions attached hereto. Scott County reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.

2.1 A Certificate of Insurance must be on file and approved by the County's Risk Manager before this project can begin. All Companies are required to submit a Certificate of Insurance with the proposal. (See page 14, which details the exact requirements of the County).

2.2 This Request for Proposal does not commit the County to make an award, nor will the County pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

2.3 Proposers are encouraged to keep proposals concise and to the point. Elaborate brochures are not needed and are discouraged.

2.4 Proposals shall include a table of contents and corresponding page numbers. Pages should be consecutively numbered in the right hand corner and each page should have a footer indicating the name of the Proposer.

2.5 Addenda

2.5.1 Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by

Friday June 5, 2009 3:00pm, CDT. FAX or E-MAIL all questions to Mary J. Thee (563-328-3285 or mthee@scottcountyiowa.com). Any and all questions will be responded to in the form of written addenda to all Companies. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page (Attachment B). All Addenda will be posted on the County's website, <http://www.scottcountyiowa.com/hr>. It is the Proposer's responsibility to check for addenda.

2.6 Important Exceptions to Contract Documents - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on the Signature Page (Attachment B). Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.

2.7 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification by reason of "non responsiveness".

SECTION III SPECIAL TERMS AND CONDITIONS

3.0 Term of Contract

3.0.1 The work to be performed under this Contract shall commence upon Notice to Proceed and shall continue through August 1, 2010. The County and the Contractor agree to extend the time for performance on an as-needed basis for 30-day time periods by mutual agreement.

3.0.2 A Letter of Agreement, prepared by the County and signed by the County Administrator shall become the document that authorizes the contract to begin, assuming the insurance requirements (if applicable) have been met. Each section contained herein, any addenda and the response from the successful Proposer shall also be incorporated by reference into the resulting agreement.

3.1 Agreement Forms

3.1.1 If a Proposer intends to request that Scott County enter into any

agreement form in connection with the award of this contract, the form must be submitted with the proposal for review by the County's legal counsel during the evaluation of proposals.

3.1.2 Proposers are advised that in the event any such agreement contradicts Scott County requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses.

3.1.3 If no agreement form is included with the proposal, no such form will be approved by the County during the evaluation or award processes, or following award of contract.

3.2 Term of Payment: Services authorized under this contract shall be paid for at the successful completion of each milestone and upon receipt of an original invoice within thirty (30) days and after services are delivered and accepted. **The invoice shall clearly state a detailed description of the work.**

Invoices shall be addressed as follows:

Scott County

Human Resources Department

600 W. 4th Street

Davenport, IA 52801

3.3 HIPAA Compliance: Proposer agrees to enter into a HIPAA Business Associate Agreement with Scott County. This Agreement is intended to create a chain-of-trust partner agreement with respect to exchanged "Protected Health Information" whereby all parties to this Agreement agree to protect the integrity and confidentiality of all protected health information exchanged. The Business Associate agrees to assess potential risks and vulnerabilities to the individual health data in its possession and develop, implement, and maintain appropriate security measures. (See Business Associate Agreement - attached and labeled as Attachment C).

SECTION IV TECHNICAL INSTRUCTIONS AND REQUIREMENTS

4.0 Background

Scott County, Iowa employs approximately 450 employees. The County has five organized unions which cover 49% of the 450 employees. Most County employees are eligible for group health/Rx, dental, vision, life with accidental death and dismemberment insurance, voluntary supplemental life, and long-term disability insurance is available to employees as well. Additionally

employees may choose to participate in a Flex Savings/§ 125 Plan. Retirees are eligible to continue health/Rx, dental and vision through the County at COBRA rates. The employer and employees share the cost of the County's group health/Rx, vision and dental plans.

The County currently offers a fully -funded plan through United Health Care with two different plan designs and varying levels of deductibles and out-of-pocket maximums under the Preferred Provider Plan or the Non-Network Provider Provisions. We have a Business Associate Agreement with Delta Dental Plan of Iowa and VSP.

The County's life/AD&D and long-term disability insurance policies are coordinated through National Insurance Services and serviced by Madison National Life.

The County's currently has no employee benefit consultation services.

The County self-administers COBRA (approximately 6) and Retiree Health under Iowa Code Chapter 509A.7 and 509A.13 (approximately 25).

4.1 Objective

The County of Scott County is issuing this request for proposal for a responsible and qualified Independent Health Care Benefits Consultant to develop a health care strategy, prepare bid specifications and support the County staff in executing the plan.

Our goal is to select a consultant with expertise in employee benefits that can provide benefit options supported by fact driven analysis. The County must remain competitive as an employer and control all benefit costs. The consultant should be prepared to discuss the issues of fully funded plans, self insured plans and partially self insured plans.

All proposals will be evaluated on qualifications, background, and prior experience in conducting similar services; project approach; references; and cost of services. The lowest bid might not be the deciding factor in the County's final selection of a consultant. Experience with public sector agencies, particularly Iowa counties or cities, is highly desirable.

It is anticipated that a consultant will be selected by July 6, 2009. Following notification of the firm selected, it is expected that a contract will be executed between both parties and be in place by July 20, 2009.

4.2 Scope of Work

The County may elect to contract for all or only a portion of the scope of services you propose. Please acknowledge your understanding of this provision. For this reason we ask that you provide a lump sum price for each milestone segment of the scope of services as described herein.

Part I: Review of Plan Design and Utilization—Identification of Opportunities to Impact Plan Cost Drivers

A. Plan Design

The consultant will analyze the key drivers of plan costs and the cost-effectiveness of current plan design as well as evaluate innovative plan design alternatives within the parameters of the County's collective bargaining agreements.

Analyze and negotiate contract rates, features, and renewal terms in coordination and collaboration with the County's staff. Based upon consultant input and recommendations, the respective benefits staff will evaluate program features, analyze terms and assist in the negotiation process based upon a technical understanding of the contract terms and desired objectives and outcomes.

The consultant must have strong technical knowledge of all respondents, subsequent contract terms, as well as the ability to benchmark rates and services. Areas of particular complexity are: hospital, network, PBM, wellness and disease management contracting. The consultant shall have sufficient resources to negotiate optimal contract arrangements. The consultant's primary contact will be the Assistant County Administrator/Human Resources Director and Benefits Consultant, however the consultant will be required to facilitate up to five meetings with employee committee including representation from multiple bargaining units.

B. Data

Review the health plan's "pre-renewals" received from the incumbent carrier along with historical claims, utilization and census data. The purpose of this pre-renewal "scrub" is to determine if the renewal calculations and assumptions are valid, based upon the plan's experience and competitive based upon trend factors and underwriting analysis.

Part II: RFP Preparation, Issuance and Evaluation

Prepare, with input from the County Human Resources Department a Request for Proposals (RFP) document for benefit products and services. Identify and provide preliminary listings of best-in-class vendors in specific product and service areas being marketed and/or those vendors best suited

to fulfill the direction and vision of the respective benefit plans. The consultant will have knowledge and experience of the carriers and/vendors providing the required services. Receive and evaluate respondent proposals for best accuracy, completeness, terms, financial implications, and competitiveness. Prepare written analysis of proposals for use by the County. Present the pros and cons of the respondents. Experience with preparing and evaluating health plan administration RFPs which incorporate the Four Cornerstone Principles and/or other quality indicators is desirable.

Must be completed by November 2, 2009.

Part III: Implementation

Work with the County and contracted vendors to implement changes based upon the outcome(s) of the RFP process. This includes services through the implementation phase of a change in vendors and/or carriers.

Participate, as requested, in employee meetings, union meetings and health care contract negotiations.

Prepare clear communications and materials to support implementation of changes.

Assist with Benefit Plan Booklet development and finalization.
Contract language assistance or review as requested by the County.

Part IV: Servicing of Account

The County reserves the right under the terms of this RFP to request duties unrelated to this defined set of consulting services. The Scope of these services and related cost will be agreed to prior to the consultant performing any work. It is desirable to quote costs associated with each of the following individual services at this time.

- a. Review of renewals and negotiation with vendors.
- b. General consulting on unusual benefit questions and/or new benefit concepts, legislative and administrative compliance assistance.
- c. Beyond the Scope of Services, what additional services would you anticipate for a client like the County? What would be the estimated cost of those additional services?

4.3 Silence of Specifications

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Proposal.

SECTION V
METHOD OF EVALUATION

5.0 Proposal Evaluation Criteria - In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal.

5.0.1 Experience with providing benefit-consulting services to governmental entities.

5.0.2 Outcomes demonstrated with other clients. Please include business references and describe services and results provided.

5.0.3 Delivery of services. How will you deliver the services? Include a narrative description of services, methodology and completion for each scope area.

5.0.4 Expertise of key personnel.

5.0.5 Total Cost to Scott County

5.0.6 Responses to overall proposal and compliance with submission guidelines

5.0.7 Proposal presentation (completeness, organization, appearance, etc.)

5.1 Scott County reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the County's overall interests.

5.2 Financial terms will not be the sole determining factor in the award. To determine the award the County will use a proposal evaluation method that will enable them to award a contract to the Proposer offering services and experience that represents the best overall value to the County.

5.3 Proposal Evaluation Procedures - Proposals will be evaluated by a Proposal Evaluation Team (hereinafter referred to as the Team) using the "Proposal Evaluation Criteria" as listed above.

5.3.1 Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the County's requirements. Each prospective company is assured that any

proposal submitted will be evaluated independently using the best available information and without any foregone conclusions.

5.3.2 Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each proposal.

5.3.3 The Team may arrange demonstrations and/or conference calls with representatives of the companies whose proposals are deemed to be within the "competitive range." The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value. In addition, each Proposer deemed to be within the competitive range may be invited to submit a "best and final offer" if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation.

5.4 A Proposer's submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

5.5 Contract Award

5.5.1 Award of contract shall be made to the most responsible and responsive proposal from a Company whose proposal offers the greatest value to the County with regard to the criteria detailed and the specifications set forth herein. The County may select a Proposer based on an "all or none" proposal, on individual responses, or as is otherwise deemed to be in the best interest of the County.

5.5.2 The process of awarding the Contract shall be as follows:

5.5.2.1 The evaluation team shall determine which Proposer has submitted the best proposal using the criteria set forth herein.

5.5.2.2 A contract (Letter of Agreement) will be negotiated with the selected Proposer.

5.5.2.3 The County Administrator executes the Letter of Agreement.

5.5.2.4 The County issues a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the work.

SECTION VI FINANCIAL AND NON-FINANCIAL PROPOSAL

6.0 Financial Proposal: This portion of the Company's proposal shall include ONLY the proposed cost.

6.0.1 Full Disclosure

Full and complete disclosure and transparency is required. Please identify any national agreements you may have and as a result, if you would receive any commissions from any contracted carriers and/or vendors as an offset to your fees. If you have the potential to receive any commissions or offsets from any of our benefit contract, we require full disclosure and the right of approval based upon our operating philosophies. If accepted, your annual fee would be adjusted and/or reduced by the commissions received.

Due to conflict of interest concerns, we will contract only with a consultant/broker who provides full disclosure. While we prefer a straight fee for service basis, we do recognize that commissions are a standard practice within the insurance industry and therefore require complete transparency with regard to compensation received by any carrier or vendor for business placed with our group.

6.0.2 Please identify if the consultant respondent will use any third party vendors for any of the services required under the RFP. If so, when and how would they be used and how will they be compensated?

6.0.3 The County recognizes that at times various projects and services may develop that are not part of the proposed Scope of Services. State the current hourly billing rates for each level of employee that may be involved in conducting additional services.

6.0.4 Describe additional costs, if any, which may be charged for minor requests/questions that require minimal research time.

6.1 Non-Financial Proposal: This portion of the proposal may be organized in a format determined by the Proposer, but should include all materials of the proposal relating to the service proposed, specifications, requirements, warranty, service plan, experience, qualifications and other information of a non-financial nature including the response to each of the questions listed below. Also include in this portion an implementation schedule detailing all key project milestones in a timeline form that clearly indicates the start and completion of all events necessary to accomplish the scope of this proposal.

6.1.1 Describe your firm, its history and size, the locations in which it operates, and the number of employees.

6.1.2 Location of the office from which consulting services will be provided. Explain how your firm will service Scott County if representatives are not located within Iowa or the Quad-Cities region.

6.1.3 Provide information on principal consultant who would be responsible for the Scott County' account. What is their professional background and experience? Specifically include individuals experience dealing with public employers. If you expect to utilize other personnel to accomplish the duties specified in this RFP, provide the same information requested above for each of the personnel listed.

6.1.4 Provide the current number of clients serviced by the office that would be servicing our account, including the number of public and private sector clients.

6.1.5 Please provide a minimum of five references, including at least one that is a previous client and one that is a municipality/county of a similar size if available. In your references, include: reference name, contact name, address, phone number, e-mail address and length of time associated with your organization.

6.1.6 One area of interest for the County is determining the pros and cons of a fully-funded, self-funded healthcare and partially self-funded plan. What role does your firm plan in communicating benefit and funding trends? Provide a description of how your firm assists clients in this area, along with a sample report you would offer the County as part of this contract. Also include experience in creating cost benefit analysis for each proposed recommendation.

6.1.7 Describe some of the recent innovative programs that you've helped design which have addressed your clients' specific needs (client names are not necessary).

6.1.8 What is your experience with negotiating for services of: health care providers, third party administrators, utilization review, PPO's, stop loss, prescription drug discount, wellness programs, disease management programs and flexible spending account carriers? What resources does your firm have available in the area of developing technical employee communications? Please provide examples.

6.1.9 Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.

Documents to be Submitted with this Proposal:

- ___ Financial Proposal
- ___ Non-Financial Proposal
- ___ General Company Information/ Attachment A
- ___ Signature Page/Attachment B
- ___ Certificate of Insurance (Refer to the requirements – next page)
- ___ One (1) Original and Three (3) copies of the proposal

SECTION VII INSURANCE REQUIREMENTS

VENDOR, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance so as to cover all risk which shall arise directly or indirectly from VENDOR'S obligations and activities. Waiver of subrogation is required.

1. Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Law covering all the VENDOR'S employees carrying out the work involved in this contract.

2. General Liability Insurance with limits of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the VENDOR or its employees carrying out the work involved in this contract.

Professional Liability Insurance with 1,000,000 per claim limits is required to cover Consultant's Professional Liability.

Subcontractors: In the case of any work sublet, the VENDOR shall require subcontractors and independent contractors working under the direction of either the VENDOR or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the VENDOR and name Scott County as additional insured under the General Liability.

Qualifying Insurance: Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "A" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the CONSULTANT continuing to furnish the COUNTY certificates of insurance. The CONSULTANT shall be responsible for deductibles and self-insured retentions in the CONSULTANT'S insurance policies.

Additional Insured: The County of Scott County, its officers and employees shall be named as additional insured on the VENDOR'S, subcontractor's, and independent contractor's general liability insurance policies. This provision does not apply to workers compensation insurance and professional liability insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

1. The Description area of the certificate should state: Scott County, its officers and employees are named as additional insured. List the (Project of Benefit Consultant) as the scope of services the certificate covers.
2. The minimum liability limits required by the COUNTY are: (\$1,000,000).
3. The following address must appear in the Certificate Holder section:

Scott County
Risk Management Department
600 W. 4th Street
Davenport, IA 52801

Certificates may be sent by e-mail, fax (563-328-3285), mail or delivery to the attention of Rhonda Oostenryk. A certificate of insurance must be provided to the COUNTY prior to the execution of this Agreement.

INDEMNIFICATION

Vendor will indemnify and hold harmless Scott County against claims, liabilities, injury or damage expenses arising from any negligence or errors or omissions of Vendor.

SECTION VIII GENERAL TERMS AND CONDITIONS

1. LANGUAGE, WORDS USED INTERCHANGEABLY - The word COUNTY refers to the COUNTY OF SCOTT COUNTY, IOWA throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the COUNTY.
2. PROPOSER QUALIFICATIONS - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the County upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
3. SPECIFICATION DEVIATIONS BY THE PROPOSER/OFFEROR - Any deviation from this specification MUST be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or

necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.

4. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

5. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will NOT be considered in awarding of Proposals.

6. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.

7. **HOLD HARMLESS AGREEMENT** - The Contactor agrees to protect, defend, indemnify and hold harmless the County of Scott County, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.

8. **AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).

9. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The County reserves the right to reject any or all Proposals. The County further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the County.

10. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and on receipt of an original invoice.

11. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written

addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.

12. LAWS AND REGULATIONS - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.

13. SUBCONTRACTING - No portion of this Proposal may be subcontracted without the prior written approval by the County.

14. ELECTRONIC SUBMITTAL - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.

15. MODIFICATION OF AGREEMENT - No modification of award shall be binding unless made in writing and signed by the County.

16. CANCELLATION - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

17. PATENT GUARANTEE - Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the County, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the County.

18. TERMINATION OF AWARD FOR CAUSE - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the County shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the County, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the County, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the County for damage sustained by the County by virtue of breach of the award by the successful Supplier and the County may withhold any payments to the successful Supplier for the purpose of set off until such

time as the exact amount of damages due the County from the successful Supplier is determined.

19. TERMINATION OF AWARD FOR CONVENIENCE - The County may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the County, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the County as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the County which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.

20. FORCE MAJEURE - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected.

A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

21. ASSIGNMENT - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the County. Any assignment or attempt at assignment made without such consent of the County shall be void.

22. EQUAL OPPORTUNITY - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

23. EXTENSION - Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time, up to one year, if mutually agreed between the parties.

24. METHOD OF AWARDING/QUOTING - The County reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the County may consider your proposal non-responsive and reject the entire proposal. The County reserves the right to reject any and all proposals or parts thereof. The County reserves the right to inspect Supplier's facilities prior to the award of this proposal. The County reserves the right to negotiate optional items with the successful Proposer

25. TAXES - The County of Scott County is exempt from sales tax and certain other use taxes. Any charges for taxes from which the County is exempt will be deducted from invoices before payment is made.

26. PROPOSAL INFORMATION IS PUBLIC - All documents submitted with any proposal or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the County of Scott County in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the County of Scott County and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the County of Scott County and its officers and employees harmless from any claims arising from the release of any document or information made available to the County of Scott County arising from any proposal opportunity