



REQUEST FOR QUALIFICATIONS (RFQ) & RESPONDENTS
ACKNOWLEDGEMENT

RFQ TITLE:

Information for Medical Insurance Agent of Record

RFQ NUMBER:

RFQ RM 54-15

LAST DAY FOR QUESTIONS:

May 20th, 2015 3:00 P.M. CST

RFQ DUE DATE & TIME:

June 4th, 2015 4:00 P.M. CST

NOTE: QUALIFICATIONS RECEIVED AFTER THE REQUEST FOR QUALIFICATIONS OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a qualifications on the above referenced goods or services. All terms, specifications and conditions set forth in this RFQ are incorporated into your response. Qualifications will not be accepted unless all conditions have been met. All qualifications must have an authorized signature in the space provided below. All qualifications must be sealed and received by the Okaloosa County Clerk of Court by the "RFQ Opening Date & Time" referenced above. All envelopes containing sealed qualifications must reference the "RFQ Title" and "RFQ Number". Okaloosa County is not responsible for lost or late delivery of qualifications by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted documents will be accepted. Qualifications may not be withdrawn for a period of sixty (60) days after the opening of qualifications unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR QUALIFICATIONS. QUALIFICATIONS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME _____
MAILING ADDRESS _____
CITY, STATE, ZIP _____
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____
TELEPHONE NUMBER: _____ EXT: _____ FAX: _____
EMAIL: _____

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SOLICITATION AND CERTIFY THAT I AM AUTHORIZED TO SIGN THESE DOCUMENTS FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

NOTICE TO RESPONDENTS

RFQ RM 54-15

The Okaloosa County Board of County Commissioners request qualifications from interested respondents detailing their qualifications and experience to provide **Information for Medical Insurance Agent of Record**.

Interested respondents desiring consideration shall provide an original and six (6) copies of their Request for Qualifications (RFQ) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. **All originals must have original signatures in blue ink.** Guidelines detailing form and content requirements for qualifications are available by contacting Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview, FL 32536, 850-689-5960, or downloading them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html then access the link "Vendor Registration and Opportunities" which will link you to the Florida Purchasing Group <http://www.floridabidsystem.com/>.

RFQs must be delivered to the Okaloosa County Purchasing Department at the address below no later than **June 4th, 2015 4:00 P.M. CST** in order to be considered. All qualifications received after the stated time and date will be returned unopened and will not be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

All qualifications must be in sealed envelopes reflecting on the outside thereof "**Information for Medical Insurance Agent of Record**". Failure to mark outside of envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality. Okaloosa County shall be the sole judge of the submittal and the resulting negotiated agreement that is in its best interest and its decision will be final.

All submittals should be addressed as follows:

Information for Medical Insurance Agent of Record

Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536

Zan Fedorak
Purchasing Manager

Date

Deputy Clerk
Clerk of Circuit Court

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Nathan D. Boyles
Chairman

REQUIREMENTS

SCOPE OF WORK:

This is a Request for Qualifications (RFQ) process for interested persons/firms to submit their credentials and qualifications to the County for consideration to be agent of record for the County's medical insurance. Wherever herein the term(s) "agent(s)" is/are used, it shall also mean brokers.

It is the County's intent to select one insurance agent to be considered to service its group medical insurance program(s). Agents desiring to respond should have experience with public entities and/or customers the size of Okaloosa County.

BACKGROUND

Okaloosa County is located in northwest Florida, in the Panhandle area. The County has approximately 780 employees, retirees and COBRA persons currently enrolled in health insurance. This includes employees of the Board of County Commissioners, Supervisor of Elections, Clerk of Courts, Property Appraiser, and Tax Collector.

The County's medical benefits insurance program has an **OCTOBER 1** anniversary/renewal and is currently provided by Florida Blue, which began providing benefits in 2000. The current annual premium is approximately \$8,413,278. The agent is Dennis Barnes with Barnes Insurance and Financial Services in Pensacola, Florida.

SERVICE

Services shall include coordination of renewals, delivery and explanation of premiums quotations, coverages, etc., issuance and delivery of policies as proposed, provisions of ongoing services related to the medical insurance throughout the year as needed.

Immediately following is a specific listing of services desired from the agent.

SCOPE OF AGENT SERVICES

The insurance agent to be contracted by the County to provide medical insurance agent services will be expected to provide the following insurance services. Respondents are asked to indicate which are automatically included in their commission/maximum commission remuneration as agent of record, and which are separate and require a separate contract and/or separate fee.

1. Assist in servicing of implementation of 2015 - 2016 medical insurance program as needed, and service subsequent year program renewals throughout the term of the contract.
2. Assist in planning for each annual enrollment; assist the County with enrollment meetings and activities.
3. Assist, as needed, with implementation of program changes when they occur.
4. Respond to questions regarding the medical insurance program as may be presented by the County, and maintain verbal contact with employee benefits staff at least monthly.

5. Be available on-site, as needed, for meetings or to address specific problems.
6. Meet with the County at regular intervals (e.g. at least quarterly) to review and discuss plan performance, premium/claims history, market trends, medical insurance trends, and provide observations.
7. Meet with the County's Employee Wellness Committee as needed.
8. Respond to employees, as needed, to educate them on coverage questions and help them with problems.
9. Monitor and notify the County of major developments regarding medical benefits and in the medical insurance industry or with the County's insurer that may affect the County.
10. Provide timely information, literature, and consultation on Affordable Care Act (ACA) and other regulations that may affect the County.
11. Provide an estimated renewal projection about 180 days in advance of renewal, based on standard underwriting formula.
12. Coordinate with the County about 150 days prior to renewal with an updated estimate of renewal changes in premium, along with possible changes in coverage, policy terms, etc.
13. Present final renewal pricing and policy changes about 120 days before renewal.
14. If desired by the County, formally market the medical insurance program with the current and other insurers per Florida Statute 112.08 with regard to advertising:
 - a. Coordinate with the County to assure insurers have needed information, up-to-date specifications, plan descriptions, census data, experience information, other necessary information and response format to propose competitive insurance programs.
 - b. Deliver to the County a listing of all companies contacted, detailed spreadsheets of all proposals received and any rejection letters, and assist, as needed, in helping the County reach a purchase decision.
 - c. Coordinate issuance and delivery of insurance program purchased by the County, and assist if any irregularities are detected.
15. If the County conducts its own RFP process for coverage provided, promptly assist (as needed) in coordinating provision of necessary documentation, background and rating data, and premium/claims history information desired for the RFP.
16. Compare and contrast the County's plan and performance with other like plans, if asked by the County.
17. Other services as mutually agreed upon.

18. Fully disclose insurance policy premiums and commissions and other remuneration received for the sale of such policies.

19. Permit the County to conduct an audit of all remuneration/revenues attributable to the County's account and to fully cooperate with persons designated by the County to perform such audit.

SELECTION OF AGENT

The County will qualify, based on responses to this RFQ, a single agent to be considered to become agent of record for the County's medical insurance renewal and program. The County's incumbent agent is not exempt from completion of the Submission Forms and is expected to respond to all items.

AGENT QUALIFICATION/EXPERIENCE/COMMITMENT TO SERVICE

Information should be furnished regarding the qualifications of the specific agent/representative who will serve the County, the agent's experience with entities of similar size, complexity and magnitude, and other public entities; the agent's experience with the scope of services requested, and the agent's commitment to the County's account.

The agent should describe the expected frequency of service contact to be provided, availability for meetings, etc.

The County expects submitters to commit to and provide examples of proactive and aggressive pursuit of negotiation of favorable policy and contract terms, conditions and pricing of insurance, benefits and services related to the insurance.

AGENCY BUSINESS WITH MEDICAL INSURERS/AGENCY QUALIFICATIONS

Florida medical insurance volume with the major (and local, if any) insurers should be provided as a measure of the degree of involvement with medical insurance programs.

Information should be furnished as applicable, regarding the size of agency and number of personnel, location to serve the County, experience with similar size entities and public entities, personnel (and qualifications for persons other than the agent/representative who will serve the County), services, etc.

EVALUATION OF SUBMISSIONS

In evaluating submissions, the County shall consider several factors, including but not limited to:

Criteria
Agent qualifications and experience.
Agent commitment to customer service.
Agency local office medical insurance business volume with major insurers.
Agency qualifications.
Services included.
Reasons for agent selection/uniqueness/special advantages.
References, including current customer satisfaction with quantity and quality of services.
Finalist interview, if interviews held (applicable only to those chosen as finalists).

The order in which these items are listed does not necessarily reflect their order of importance.

REASONS FOR AGENT SELECTION/UNIQUENESS/SPECIAL ADVANTAGES

Submitters should provide a narrative setting forth the key reasons they should be qualified by the County to be their agent for its medical insurance program. The narrative should emphasize issues that make the agent/firm unique, or give them special advantages over other submitters, and how this is relevant to the County's medical insurance program.

REFERENCES

Submitters should provide at least five County references, including from the County's general area. Preferably, references should include public entities of similar size, complexity and magnitude to the County.

CONTRACT EFFECTIVE DATE, TERM

Although the contract term (and term of remuneration) will be October 1, 2015 – September 30, 2016, the same as the County's insurance policy term; it is expected that upon contract award, the successful agent, will begin providing service in conjunction with the medical insurer. County renewal of the agent services for subsequent years will be in part dependent upon acceptability of costs, extent and quality of service, provider stability and market conditions.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 09/22/14

BONDING REQUIREMENTS

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability

5. Respondent shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

		<u>LIMIT</u>
1.	Worker’s Compensation	
1.)	State	Statutory
2.)	Employer’s Liability	\$100,000 each accident
2.	Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3.	Personal and Advertising Injury	\$250,000
4.	Professional Liability	\$1,000,000 each occurrence (A combined single limit)

NOTICE OF CLAIMS OR LITIGATION

The Respondent agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

Note: For respondent’s convenience, this certification form is enclosed and is made a part of the proposal package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 602-C North Pearl Street, Crestview, Florida, 32536.

2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

GENERAL SERVICES SPECIAL QUALIFICATIONS CONDITIONS

1. **PROJECT DESCRIPTION** – The purpose and intent of this Request of Qualifications is to select a supplier to provide a Medical Insurance Agent of Records to the various locations for Okaloosa County Board of County Commissioners.

2. **PRE-QUALIFICATION ACTIVITY -**

a. **Addendum** - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
602 C North Pearl Street
Crestview, FL 32536
Email: sestes@co.okaloosa.fl.us
(850)689-5960

b. All questions or inquiries must be received no later than seven (7) calendar days prior to the RFQ's closing date. Any addenda or other modification to the qualifications documents will be issued by the County five (5) days prior to the date and time of RFQ's closing, as a written addenda distributed to all prospective respondents by posting to the Florida Purchasing Group. To access the Florida Purchasing Group go to: www.floridabidsystem.com.

c. Such written addenda or modification shall be part of the RFQ documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their documents. No respondent may rely upon any verbal modification or interpretation.

3. **PREPARATION OF QUALIFICATIONS** – Qualifications which contain any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice requesting qualifications may be rejected.

a. Qualifications submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

b. Qualifications submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

c. Qualifications submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

- d. Qualifications submitted by an individual shall show the respondent's name and official address.
- e. Qualifications submitted by a joint venture shall be executed by each joint venture in the manner indicated in the Request for Qualification. The official address of the joint venture must be shown below the signature.
- f. All signatures shall be in blue ink. All names shall be typed or printed below the signature.
- g. The submittal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the submittal shall be shown.
- h. If the respondent is an out-of-state corporation, the submittal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. A state contractor license # for the State of Florida shall also be included on the proposal form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

4. INTEGRITY OF QUALIFICATIONS DOCUMENTS - Respondents shall use the original Bid Sheet provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid Sheet if sufficient space is not available. Any modifications or alterations to the original solicitation documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of submittal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response and the form of an addendum to the original documents.

5. SUBMITTAL OF QUALIFICATIONS – Qualifications shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or request for qualifications and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the qualifications are being submitted for), the name and address of the respondent, and shall be accompanied by the other required documents.

Note: Crestview is not a next day delivery site for overnight carriers.

6. MODIFICATION & WITHDRAWAL OF SUBMITTAL – Qualifications may be modified or withdrawn by an appropriate document duly executed in the manner that a submittal must be executed and delivered to the place where documents are to be submitted prior to the date and time for the opening of the solicitation.

If within 24 hours after qualifications are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its submittal, that respondent may withdraw its submittal, and the respondent's security will be returned. Thereafter, if the work is a re-qualification, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

7. **QUALIFICATIONS OPENING INFORMATION** – Qualifications will be opened at the time and place indicated in the advertisement or request for qualifications and unless obviously non-responsive, read aloud publicly. It is the respondent’s responsibility to assure that its documents are delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview, Florida is “not a next day guaranteed delivery location” by delivery services.

8. **QUALIFICATIONS TABULATION SHEET** – Any respondent interested in receiving a copy of the qualification tabulation sheet **must** enclose a stamped self-addresses envelop with their qualifications.
9. **QUALIFICATIONS DOCUMENTS TO REMAIN SUBJECT TO ACCEPTANCE** – All qualifications documents will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the opening, but the County may, in its sole discretion, release any submittal and return the respondent’s security prior to the end of this period.
10. **IDENTICAL TIE QUALIFICATIONS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more qualifications which are equal with respect to price, quality and service are received by the County for the procurement of commodities, contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie qualifications will be followed if none of the tied vendors have a drug-free workplace program.

Note: For respondent’s convenience, this certification form is enclosed and is made a part of the qualification package.

11. **CONDITIONAL & INCOMPLETE QUALIFICATIONS** - Okaloosa County specifically reserves the right to reject any conditional submittal and qualifications which make it impossible to determine the true quality of services to be provided by respondent.
12. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this qualification or resulting contract when deemed to be in the County’s best interest.
13. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the qualifications throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
14. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its qualifications:
 - A. Submission of more than one qualification for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence that the respondent has a financial interest in the firm of another proposer for the same work.

- C. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- D. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of qualifications.
- F. Default under previous contract.
- G. Listing of the respondent by the Federal Government on its barred/suspended vendor list.

15. AWARD OF CONTRACT-

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all qualifications and will participate in the Recommendation to Award.
- B. The County will award the contract to the most qualified respondent, and the County reserves the right to award the contract to the respondent submitting the most responsive submittal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all qualifications or to waive any irregularity or technicality in qualifications received. Okaloosa County shall be the sole judge of the qualifications and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all qualifications, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this RFQ and to accept the submittal that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional qualifications and bids which make it impossible to determine the true quality of services to be provided by respondent.

16. PAYMENTS – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

17. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit qualifications for a contract to provide goods or services to a public entity, may not submit qualifications on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

18. **PUBLIC ENTITY CRIME INFORMATION** - {PRIVATE }Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
19. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their qualifications the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.
20. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Qualifications will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
21. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
22. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Qualifications agree that such response also constitutes qualifications to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this proposal, should the respondent feel it is in their best interest to do so. Each governmental agency desiring to accept these qualifications and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this contract.
- This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.
23. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the respondent and terminates when the Board of County Commissioners approves an award.
- Note: For respondent’s convenience, this certification form is enclosed and is made a part of this qualifications package.**
24. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

25. **COMPLIANCE WITH FLORIDA STATUTE 119.071** - The Respondent shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
26. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

27. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County’s convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
28. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the vendor list for duration of one (1) year, at the option of County.
29. **AUDIT** - If required, respondent shall permit an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until the expiration of contract.

30. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
31. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
32. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
33. **The following documents are to be submitted with the qualifications packet:**
 - A. Drug-Free Workplace Certification Form
 - B. Conflict of Interest
 - C. Federal E-Verify
 - D. No Contact Clause Form
 - E. Indemnification and Hold Harmless
 - F. Company Data
 - G. Addendum Acknowledgement
 - H. Ranking Sheet
 - I. Lobbyist Certification
 - J. Submission Form

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DATE _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents/proposers and members of the Board of County Commissioners the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after documents are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

On this _____ day of _____, 2015 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my submittal.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Respondent's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

COMPANY DATA

Physical Address & Phone #: _____

Proposer's Company Name: _____

Physical Address: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

Proposer's License #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

**REQUEST FOR QUALIFICATIONS
RFQ RM 54-15**

COMPANY NAME				
	Qualifications			
Agent Qualifications and Experience (0-20)				
Agent Commitment to Customer Services (0-20)				
Agency Medical Insurance Business Volume with Major Insurers. (0-15)				
Agency Qualifications (0-15)				
Agent Uniqueness/Special Advantages (0-15)				
References (0-15)				
Total (100 point scale)				

COMMITTEE MEMBER (Print): _____

DATE: _____

SIGNATURE _____

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**OKALOOSA COUNTY
SUBMISSION FORM**

FOR QUALIFICATION OF MEDICAL INSURANCE AGENT OF RECORD

This is a form for submitters to provide basic information and specific qualifications to become medical insurance agent of record to the County. Provide all information requested, as answers are needed for comparison of all submissions. This form need not be typed; it may be handwritten in ink.

1. Insurance Agent _____
2. Firm Name _____
3. Address _____
4. Telephone _____ Fax _____ Email _____

Agent Qualifications and Experience

5. How many years have you been in the insurance business? _____
6. How many years have you been with your present firm? _____
7. Have you attached background information on yourself, e.g. resume? _____
8. Do you have special professional qualifications or professional designations? _____
9. What is your experience with medical insurance plans for groups of similar or greater size, complexity and magnitude? _____
10. What is your experience with medical insurance plans for other public entities of similar size, complexity and magnitude? _____
11. How many public entities do you service? _____
12. Are you experienced with all the items listed in the Scope of Agent Services? If not, explain.

Agent Commitment to Customer Service

13. Will you provide the full scope of agent services as outlined in the RFQ? _____
14. Do you, if chosen, expect to begin immediately providing service, in conjunction with the medical insurer? _____
15. What is your commitment to County service, including frequency of contact, availability for meetings with staff, committees, etc.? _____
16. Will you commit to proactive and aggressive pursuit of negotiation for favorable policy terms, conditions and pricing, benefits and servicing of insurance coverage? _____

17. Have you attached examples of such proactive and aggressive negotiations, etc.? _____

Agency Local Office Medical Insurance Business Volume with Major Insurers

18. What is your local office's Florida medical insurance premium volume with the following?

#	Insurer	Premium Volume
1.	Aetna	
2.	AVMED	
3.	BCBS	
4.	CIGNA	
5.	Humana	
6.	United	
7.	*	*
8.	*	*

* This space is for additional insurers, HMO's, etc. that may be unique to your area.

19. Which of these insurers do you expect to be the best equipped and most likely to be to compete for the County's business, and why? _____

Agency Qualifications

20. What size is your agency's local office, in number of professionals and non-professionals that will serve the County? _____

21. Which Florida office of your firm will provide the ongoing services to the County?

22. Will any other offices be involved; to what extent? Be specific. _____

23. How many years has the firm been in business? _____

24. What is your agency's experience with medical insurance plans for groups of similar or greater size, complexity and magnitude? _____

25. What is your agency's experience with medical insurance plans for other public entities of similar size, complexity and magnitude? _____

26. How many public entities does your agency service? _____

27. Have you provided background information on the range of your firm's services? _____

28. Are the key persons designated to service the County's account appropriately licensed by the State of Florida? Please list the following:

Name	Types of Licenses	Years Serving Large Commercial Accounts	Years Serving Public Entities

29. Have you attached details of the experience of these persons (and non-licensed personnel you intend to assign) with accounts and/or public entities with similar size and complexity as the County?

30. State the amount of errors and omissions insurance for the firm and the name of the insurer.

Reasons for Agent Selection/Uniqueness/Special Advantages

31. Reasons for the County qualifying you and your firm: Describe below and/by attachment the key reasons you and your firm should be qualified by the County to be the agent of record. Emphasize issues that make you and/or the firm unique, or give you/it special advantages over other submitters and how these are of value to the County for its medical insurance program. Attach any supplemental documentation you think is relevant to being selected.

General

32. Have you disclosed the name of any officer, director, agent or other key person who is also an official or employee of the County? If none, state "none". _____

33. Have you disclosed the name of any official or employee of the County who owns, directly or indirectly, an interest of five percent or more in a proposing firm or any of its branches? If none, state "none".

Additional Comments:

I have read the County's Request for Qualification for Agent of Record in its entirety. I am submitting information based upon the representation that my firm is of sufficient size and capability and has sufficient experience to serve the County.

I understand that the County may conduct interviews with selected firms submitting proposals, and the County's decision about interviews and selection shall be final.

This Request by the County is understood to be a solicitation of background information and qualifications from firms that may be designated as agent of record. I represent that I am authorized to provide this submission on behalf of my firm.

Authorized Signature

Firm

Date

Telephone

**OKALOOSA COUNTY
AGENT OF RECORD FOR MEDICAL INSURANCE**

REFERENCES

Provide specific references for at least five customers (preferably public entities), including customers served by the firm's nearest office to the County. They should be of similar size, complexity and magnitude to the County. Additional references may be provided by attachment.

FIRM _____

1. Organization _____

Address _____

Contact, phone number _____ E-mail address _____

Insurance/Services provided _____

2. Organization _____

Address _____

Contact, phone number _____ E-mail address _____

Insurance/Services provided _____

3. Organization _____

Address _____

Contact, phone number _____ E-mail address _____

Insurance/Services provided _____

4. Organization _____

Address _____

Contact, phone number _____ E-mail address _____

Insurance/Services provided _____

5. Organization _____

Address _____

Contact, phone number _____ E-mail address _____

Insurance/Services provided _____