

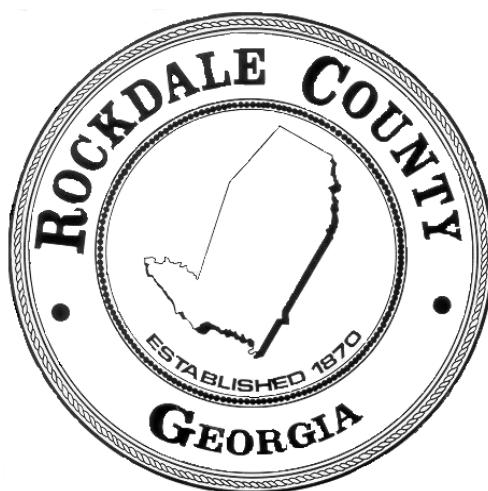
REQUEST FOR PROPOSALS

No. 25-15

ROCKDALE COUNTY, GEORGIA

May 28, 2025

EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES



**ROCKDALE COUNTY FINANCE DEPARTMENT
PROCUREMENT OFFICE
958 Milstead Avenue
CONYERS, GA 30012
770-278-7552**

INTRODUCTION:

Rockdale County is requesting Competitive Sealed Proposals for the **Employee Benefits Insurance Broker and Consulting Services**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this RFP and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Adrienne Brown, at Adrienne.m.brown@rockdalecountyga.gov.

Rockdale County Finance Department
Purchasing Division
Attn: Adrienne Brown
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557

E-mail: Adrienne.m.brown@rockdalecountyga.gov

To maintain a "level playing field", and to assure that all proposers receive the same information, proposers are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer.

PROPOSAL COPIES FOR EVALUATION:Technical Proposal:

Two (2) hard copies, one (1) original hard copy, and one (1) USB Flash Drive in Adobe PDF format will be required for review purposes. (*Original must be clearly marked "Original" and the Copies clearly marked "Copies."*). Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

Price Proposal:

One (1) hard copy of the price proposal form is required to be submitted in a separate sealed envelope labeled "Proposal Form". A copy of the Proposal Form must also be included on the USB Flash Drive.

CONTRACT TERM:

The Contract Term will be August 1, 2025 – July 31, 2026, with the option to renew (2) additional one-year terms, unless cancelled in writing 30 days before the end of current term.

Because this contract contains two (2) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The County will review the price increases and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

DUE DATE:

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, June 26, 2025**. Proposals received after this time will not be accepted.

QUESTIONS AND CLARIFICATIONS:

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to Adrienne.m.brown@rockdalecountyga.gov no later than **2:00 p.m., local time, on Thursday, June 19, 2025**. It shall be the proposer's responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at www.rockdalecountyga.gov, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this RFP will be issued in an addendum and posted to the County's website at www.rockdalecountyga.gov Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the proposer's responsibility to check the Rockdale County website at www.rockdalecountyga.gov, Bid Opportunities for any addenda that may be issued, prior to submitting a proposal for this RFP.

LOCAL VENDOR PREFERENCE POLICY

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bids and Request for Proposals after May 1, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low bidder's price on Invitation to Bids. A copy of the Policy may be downloaded from the County website at www.rockdalecountyga.gov Bid Opportunities.

The Local Vendor Preference Policy: will ✓ apply to this RFP.

QUALIFICATIONS OF OFFERORS:

Proposers must have a current business license from their home-based jurisdiction and provide a copy of that license with the submittal of their proposal response.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to fulfill the services requested.

Proposers are to submit at least **three (3) references** from projects with similar experience using the materials and process in this RFP.

DEBRIEFINGS:

In lieu of Post-Award debriefings, Rockdale County will provide the final evaluation Score Sheet. The Score Sheet will include the scores for all firms who responded and will typically be provided with a PDF file and e-mailed.

FINANCIAL STABILITY

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and/or a letter from their financial institution, on the financial institution's letterhead, stating the Offeror is in good standing with that financial institution.

SELECTION PROCESS:

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all proposals and to waive any technicalities or informalities if such action is in the county's interest.

Rockdale County may evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

Proposers will be evaluated based on the following criteria and may be called in for an interview.

The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

EVALUATION CRITERIA:

Offerors will be evaluated based on the following criteria and may be called in for an interview.

Respondents will have their submissions evaluated and scored. Submissions will be evaluated to assess the respondent's ability to provide anticipated services for Rockdale County. Rockdale County shall be the sole judge of the quality and the applicability of all statements of qualifications. Approach, scope, overall quality, local facilities, terms, and other pertinent considerations will be taken into account in determining acceptability.

Selection Committee shall evaluate and rank the statements of qualifications based on the following criteria:

- Staffing and Availability – Evaluation of the list of personnel specifically assigned to the RFP proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project. Organization and Staffing, evaluation of the workload of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the Proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County. **(30%)**
- Experience/Performance – Review of personnel qualifications and experience. Management approach to projects, past performance on projects of similar nature and complexity as the proposed project. Evaluation of client references including but not limited to references submitted in qualification response; overall responsiveness to County's needs. Provider financial capability, qualifications and experience. **(30%)**
- Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals. **(30%)**
- Cost – **(10%)**

INTERVIEWS

Interviews may be scheduled. Interviews will be informal and will provide respondents with an opportunity to answer any questions the selection team may have on a submission.

INSURANCE:

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

<u>Coverages:</u>	<u>Limits of Liability:</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
Professional Liability/General Liability	\$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Request for Proposals (RFP) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:

Rockdale County, Georgia
958 Milstead Avenue
Conyers, GA 30012

BONDS:

Bonds are not required for this RFP.

AWARD OF CONTRACT

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee. Rockdale County reserves the right to make no awards, multiple awards, one award for all items; or whatever the County deems to be in its best interest.

OPEN RECORDS

The contents of the proposals will not be made public until after an award and contract has been executed.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. **The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.**

GENERAL INFORMATION

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a proposal not properly addressed and identified.

WITHDRAWAL OF PROPOSAL:

A proposer may withdraw his proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

REJECTION OF PROPOSAL:

Rockdale County may reject any and all proposals and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. Rockdale County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The proposer may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

INTEREST OF:

By submitting a proposal, the proposer represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.

STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
4. The following number, RFP No. **25-15**, must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the Proposal Form must be submitted in a separate sealed envelope labeled "Proposal Form".
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Emailed or Facsimile proposals will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
 - i. Federal I.D. #58-6000882
 - ii. Sales Tax Exempt #308750008
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Proposers shall state delivery time after receiving order.
14. Proposers shall identify any subcontractors and include an explanation of the service or product that they may provide.

Employee Benefits Insurance Broker and Consulting Services

**REQUEST FOR PROPOSALS (RFP) No. 25-15
EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES**

TECHNICAL SPECIFICATIONS AND ADDITIONAL REQUIREMENTS

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Attachment A—General Information Form
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Attachment D—Consultant Questionnaire

ROCKDALE COUNTY REQUEST FOR PROPOSALS (RFP) No. 25-15 EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES

I. BACKGROUND

Rockdale County offers the following plans; medical, dental; vision; short term disability; long term disability; group and voluntary basic life and accidental death and dismemberment (AD&D) term insurance; flex spending accounts for healthcare and dependent care; an employee assistance program (EAP); legal coverage; voluntary benefits and pension program. Rockdale County's annual benefits open enrollment takes place in October, and all benefits policy plan terms should run January 1 – December 31st. Rockdale County enrollment is approximately 900 employees plus their dependents.

The County's Human Resources Department strives to provide employee benefits programs that best meet the needs of employees, retirees, their dependents and the County, and to assist participants in utilizing their plans effectively.

II. PROJECT OVERVIEW

The County requests proposals from qualified licensed consultants to provide consulting and support services for the County's current and future employee benefits, including group medical (includes prescription coverage), dental, vision, life, accidental death and dismemberment, short- and long-term disability, employee assistance program (EAP), voluntary benefits and retiree services. The County seeks a consultant that is well versed in the benefits market, experienced in advising comparable public agencies and works well with various levels of staff and management. Submitted proposals must meet all requirements set forth in this Request for Proposal (RFP).

Benefit eligible employees and qualified dependents are eligible to receive some level of the aforementioned benefits. Eligible retirees and qualified dependents are able to participate in the County's Retirees Health Insurance Program, which provides medical insurance coverage.

III. SCOPE OF SERVICES

Rockdale County Board of Commissioners (BOC) is seeking to name a Broker of Record for the County's employee benefits program and is looking for continuity of services in the rapidly changing area of employee benefits. The County is particularly interested in seeking proposals from qualified insurance brokerage firms who can offer creative, innovative approaches, with a proven track record, that allows the County to maintain quality programs and contain or reduce costs and provide guidance and advice. Currently, the County would like to carve out our pharmacy and reduce the cost. The selected broker will provide a full range of benefit program services related to acquisition, implementation, maintenance, communication and improvement of the County's employee insurance benefits. In addition, they will provide strategic guidance, ongoing support, and market expertise. The selected broker shall provide services, including, but not limited to, the following:

A. Analysis and Reporting

1. Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies, including making projections of potential savings.
3. Provide analysis and recommendations based on utilization and performance, industry trends, statistical and/or financial reports, legislative changes, plan specific data and cost-containment strategies.
4. Assist the County in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
5. Provide, maintain and update comparison reports of other public and private companies' benefit plan offerings and costs to determine their competitiveness with the County's programs.
6. Prepare Total Compensation Statements to County employees on an annual basis.
7. Prepare and provide reporting to ACCG (pension administrator) for annual census reporting and others as needed.
8. Provide financial and/or performance reviews and recommendations for self-funded and fully insured plans and programs.
9. Be available to provide various types of reports as needed, such as cost analysis for benefit changes, gap analysis and other statistical, financial, forecasting, trend, labor negotiations or experience reports.
10. Prepare and present reports on trends, new products and audits, as requested.
11. Regularly monitor and evaluate performance measures and guarantees for providers, including claims handling, customer service, and network access.
12. Maintain full and accurate records with respect to all matters and services provided on behalf of the County's benefit plans and programs. Provide County staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the County's benefit plans and programs.
13. Review and analyze contracts and plan outlines by carriers.

B. Liaison and Problem Intervention

1. Act as liaison as required between Rockdale County Department of Human Resources and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans, assisting employees/retirees with selecting plans that meet their needs and geographic location, and transitioning retirees from early retiree plans to Medicare-coordinated plans.
3. Assign a dedicated account team to manage day-to-day inquiries and ongoing projects for employees and Rockdale County Department of Human Resources.
4. Provide timely customer service, assistance, and resolutions to staff, employees, vendors and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
5. Attendance as needed at meetings with County staff, employees, vendors and/or retirees to facilitate and assist in the management of the County's employee benefits plans.
6. Coordinate and attend regular meetings with vendors and County stakeholders to deliver regular reporting and data analysis, including claims data, utilization trends, and cost projections.
7. Act as an advocate or ombudsman in appeal, arbitration or court process between the County and the providers on unresolved issues if needed; provide advice when needed to enforce County, employee, retiree or their dependents' rights.
8. Assist the County in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

C. Compliance

1. Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.
2. Provide on-site training to County staff, as needed, regarding regulatory updates and/or best practice seminars for the effective administration of benefits plans.
3. Review, advise and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs.
4. Assist County staff with annual audits to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
5. Assist and complete the required filings.
6. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.
7. Assist County to ensure compliance with FMLA and ADA when needed, as well as any benefit related topics.

D. Annual Renewal Process and Evaluation

1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, prospective legislation, new delivery systems and geographic health-care practices to make long-term projections.
2. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employees and retiree benefit plans.
3. Recommend appropriate premium rates, rate structures and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans.
4. Annual estimates of renewal rates, cost trends and assist County staff in budget preparation.
5. Conduct thorough and applicable market research in preparation for contract renewals.
6. Representation in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.
7. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
8. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
9. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the County.
10. Provide communication development and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings.
11. Attendance at, present at, and assistance with, coordination of the annual Benefits Fair and Open Enrollment process and annual benefits enrollment reconciliation and provide ongoing technical support.
12. If needed, provide staff to enroll employees in all departments during Open Enrollment, for the entire duration of Open Enrollment.

13. If needed, approve all benefit elections during Open Enrollment through ADP portal at the end of the Open Enrollment appeal process.

E. Other Service Requirements

1. Assist in the facilitation and implementation of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-term.
2. Assist in the development and/or purchasing of web site technologies to support on-line enrollments, changes and employee education to assist employees/retirees in self-management of benefits, and to reduce the related administrative demands on County staff.
3. Overseeing and correcting any concerns with the Retiree Administration Program, including retiree premium payments, setting up coverage for retiree and dependents, resolving any claims or issues that may arise, and running monthly reports to show when retirees are to be termed from one plan and moved to Medicare advantage plan.
4. Provide and facilitate COBRA administration Program including COBRA administrative fee payments.
5. Provide administrative fees for FSA vendor.
6. Recommend and help develop enhancements and improvements for communications specific to the needs of the County's employees and retirees, including, but not limited to, brochures, pamphlets, comparison charts, summaries, electronic communications, educational/ promotional videos, forms, employee handbooks and employee orientation.
7. Complete and send out retiree Open Enrollment letters with enrollment forms when applicable. In addition to hosting the retiree's Open Enrollment meeting.
8. Provide timely research and responses to technical questions posed by County staff.
9. Provide regular and timely communications needed for the effective administration of benefit plans.
10. Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration.
11. Provide access to published benefit-related survey information.
12. Develop and provide additional benefits communications specific to the needs of the County's employees and retirees.
13. Attendance at, and assistance with, meetings with the County Board of Commissioners, County staff and additional groups.
14. Recommend when County staff should attend particular consultant-sponsored seminars, benefit events and educational forums that would be beneficial to the County.
15. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.
16. Work collaboratively with other consultants and County staff.
17. Manage plan transitions as necessary and assist with plan design modification as needed.
18. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.
19. Assist with developing discount programs for employees

V. PROPOSER'S MINIMUM QUALIFICATIONS

A. Qualifications of the Firm

1. The proposer shall have at least ten (10) consecutive years of experience in Georgia providing consultant age and benefits consulting services to public or private entities. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity to the County's.
2. The proposer must be legally authorized to do business in the State of Georgia and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.
3. The proposer shall have experienced management staff, possessing comprehensive knowledge of benefit administration pertaining to public employers.
4. The proposer shall possess knowledge of applicable laws, regulations and codes and shall be familiar with local conditions and trends relating to group insurance in Georgia.

B. Qualifications of the Staff

1. The staff member(s) assigned to the County's account shall have:
2. Ten (10) years of benefit administration and client management experience and provide credentials documenting professional experience, employment history and education.
3. Experience in maintaining a high level of quality communication with clients, client employees/retirees and vendors.

VI. PROPOSAL FORMAT AND CONTENT

A. Format

Proposals shall be made in the official name of the firm or individual under which the vendor's business is conducted (including the official business address). Proposals shall be prepared simply and economically, providing a straightforward, concise description of proposers' ability and expertise as an employee benefits insurance consultant and consultant. Proposals shall be typed and be as brief as possible and not include any unnecessary promotional materials.

B. Content

1. **General Information:** Complete the attached General Information Form (Attachment A) and place the form in the front of all proposal submission. This form should be signed by a person duly authorized to bind the firm and proposed account team to submit a response to this RFP solicitation. In addition, complete Consultant Questionnaire (Attachment D) and include with proposal submission.
2. **Profile of Firm:** This section shall include the firm name, date established and the address of the office that would be assigned to the County of Rockdale account. Include a brief description of the firm's history, size, growth, philosophy and culture, number of employees and number of years in business under the same name, including specific experience with the public sector. Include a discussion on the firm's financial stability and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from: (a) any project undertaken by the proposer or by its subcontractors or affiliates where litigation is still pending or has occurred within the last ten (10) years; or (b) any type of project where claims or settlements were paid by the proposer or its insurers within the last ten (10) years.
3. **Qualifications of the Firm:** This section shall include a brief description of the proposer's and any sub-consultant's qualifications and summary of previous experience on similar or related projects. Provide a firm and an account team client list from the past five (5) years, including any and all public entity client accounts, and a description of pertinent insurance programs negotiated for those entities; the number of covered employees/retirees for each client; the time period services have been provided to each account; the total project cost and fee amounts; and a brief statement of the firm's adherence to the schedule and budget for each project. Include as account contacts individuals who may be contacted by the County for references (use Attachment D format). Be sure to list contact name, organization, title, e-mail address and telephone number for each account.
4. **Project Staffing:** The proposer is required to list the key individuals who will be assigned to the account, their qualifications and disciplines, including their resumés in the proposal. The proposer's staff member who will be handling the County's account will be an important factor considered by the Review Board. This section shall discuss how the proposer would propose to staff this project. The proposer shall include the following:
 - a. Identify the names and office locations of the Account Manager and key personnel who will be assigned to the County's account. Describe their areas of responsibility and their education, experience and professional qualifications in those areas (use Attachment B format) with emphasis on public sector organizations and unionized work forces.
 - b. List the experience and education requirements and standards for Account Manager.
 - c. Provide a complete description of the organizational structure of the company and the method by which work is accomplished. Include an organizational workflow chart with description of duties of the proposed account team members, as well as the size or total number of accounts or clients each individual handles.
 - d. Describe the staff retention program to assure continuity of service to the County.
5. **Services:** Describe the following:
 - a. A complete description of services to be provided. Include both services outlined in this written request, as well as additional recommended services, including a description of any and all unique consultant age or consulting services the firm will offer the County, please specify if these services are to be provided by the firm's staff or through an affiliate of the firm.
 - b. A description of the group medical, dental, vision, life, accidental death and dismemberment, short- and long-term disability, and EAP premium volume handled by the firm and by the specific office to which the County's account would be assigned.
 - c. A list of the principal insurance markets utilized by the firm in the order of premium volume placed with

each market. This listing should be categorized by line of coverage: medical, dental, vision, life, accidental death and dismemberment, short- and long-term disability, and EAP.

- d. A description of technical or professional support available at no extra cost through the firm, such as legal counsel, communications, technology support or others.
- e. A sample work plan for insurance renewal and negotiations.

6. Client Communication: Describe the following:

- a. Proposal to maintain open and prompt communication with employees, retirees and County staff seeking assistance from the selected consultant.
- b. Proposal to maintain open and prompt communication with all County staff involved in benefit issues.

7. File Retention: Provide:

- a. A recommendation for the administration of records related to services to be provided.
- b. A cost estimate for the storage of said records and the recommendation for a record retention schedule.

8. Cost/Pricing Information:

This section shall include the proposer's price for performing the services discussed in the scope of work.

Include a comprehensive specific description indicating how the firm would price the County's account and the estimated annual cost of the services. Indicate whether pricing is based on an annual fee, fee for service, commission or a combination of two or more. Include any and all commissions and fees that the firm would expect to receive from the existing programs for services requested herein, as well as additional services that are being recommended. Identify any split commission or joint marketing arrangements with other agents, consultants, firms or associations. With this description, please include an explanation as to how the firm would provide the County with the best price at the time of negotiations.

The County reserves the right to review and/or audit any records of the selected consultant related to commissions, fees, etc. related to the County's account.

Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted may be viewed as failing to comprehend the requirements of the scope of work and, therefore, cause the proposal to be rejected as being nonresponsive.

Additionally, prior to award of a contract, the successful proposer shall be required to submit two (2) years of the firm's most recently completed financial statements, including footnotes and auditor's opinion, or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

9. Other: Proposals shall also include:

- a. Descriptions of any affiliations or business relationships with any employee, officer, contractor or official of the County.
- b. The selected consultant's office hours (all locations) and availability of all staff members assigned to the County's account, including a list of dates the office is closed and/or staff is unavailable due to holidays, vacations and other reasons.
- c. Details of any changes in ownership that have occurred in the last three (3) years. Details of any anticipated mergers, transfers of organization or ownership, management or departure of key staff members within the next twelve (12) months.
- d. Identify and describe any parent or affiliated companies and/or joint ventures. Please discuss any potential conflict of interest with consulting/management that may occur as a result of your firm's relationship with such affiliates and/or joint ventures.

VI. EVALUATION AND SELECTION

A. Evaluation Criteria:

Respondents will have their submissions evaluated and scored. Submissions will be evaluated to assess the respondent's ability to provide anticipated services for Rockdale County. Rockdale County shall be the sole judge of the quality and the applicability of all statements of qualifications. Approach, scope, overall quality, local facilities, terms, and other pertinent considerations will be taken into account in determining acceptability. Respondents may be called in for an interview. Interviews will be informal and will provide respondents with an opportunity to answer any questions the selection team may have on a submission.

In addition to the degree to which the proposer responds to the specifications of this Request for Proposal, the following criteria will be used to, but may not be limited to, evaluate proposals:

1. **Plan Approach & Methodology (30%)**
2. **Past experiences of Providing Similar Services (30%)**
3. **Staffing & Availability (30%)**
4. **Interview (10%)**

B. SELECTION PROCESS:

The Rockdale County Procurement Office and Evaluation Committee make a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all proposals and waive any technicalities or informalities if such action is in the county's interest.

Rockdale County may evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

VII. INSURANCE REQUIREMENTS

A. Commercial General Liability/Automobile Liability Insurance

The selected consultant shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. The selected consultant's insurance coverage shall be written on an occurrence basis.

B. Workers' Compensation and Employer's Liability Insurance

The selected consultant shall obtain and maintain statutory Workers' Compensation Insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

C. Professional Liability Insurance

The selected consultant shall obtain and maintain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per claim. Professional Liability insurance must be maintained, and evidence of insurance shall be provided to the County for at least three (3) years after completion of the contract of work.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current *Best Rating* of A: VII unless otherwise acceptable to the County.

E. Verification of Coverage

Insurance, deductibles or self-insurance retentions shall be subject to the County's approval. Original Certificates of Insurance with endorsements shall be received and approved by the County before work commences and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the County or increase the duration of the project.

F. Other Insurance Provisions

1. The County, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 or other endorsement approved by the County's Risk Manager for Commercial

General Liability and Automobile Liability coverage.

2. For any claims related to this project, the selected consultant's insurance coverage shall be primary, and any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall not contribute to it.
3. Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the County in the event of cancellation or modification to the stipulated insurance coverage.
4. In the event the selected consultant employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the selected consultant to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.
5. Approval of the insurance by the County or acceptance of the Certificate of Insurance by the County shall not relieve or decrease the extent to which the selected consultant may be held responsible for payment of damages resulting from the selected consultant's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of the County's rights to insurance coverage hereunder.
6. If, for any reason, the selected consultant fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. The County, at its sole option, may terminate this contract and obtain damages from the selected consultant resulting from said breach. Alternately, the County may purchase such required insurance coverage, and without further notice to the selected consultant, the County may deduct from sums due to the selected consultant any premium costs advanced by the County for such insurance.

ATTACHMENT A
GENERAL INFORMATION FORM
(To be completed by the proposer and placed at the front of your proposal)

 Legal Name of Firm

 Firm's Telephone Number

 Street Address

 Firm's Fax Number

 City/State/Zip

 Firm's Web Address

 Type of Organization (Corporation, Sole Proprietorship, Partnership, etc.)

 Business License (documented)

 Taxpayer ID # (Federal)

 Name and Title of Project Manager

 Name, Title and Phone Number of Person Project Correspondence Should be directed to

 Email Address

 Listing of Major Subcontractors Proposed and Areas of Responsibility/Phone Number

 Signature

 Date

 Name and Title of Person Signing Completion of general Information Form

Attachment B Staffing Proposal

List of proposed staff to be dedicated to the County's account and their ability to meet the County's needs based on the scope of work. Attach each person's company history and Biographies/Resumes. Use additional sheets if necessary.

Proposed Staff Name(s) and Title(s)	Brief Description of Areas of Responsibility	Brief Description of Education, Experience and Professional Qualifications	Brief Description of Similar Clients/Programs Currently Assigned To

ATTACHMENT D Consultant Questionnaire

Please submit answers to ALL questions. Use additional sheets if necessary.

Plan Approach & Methodology:

- What percentage of your total revenue is derived from employee benefit consulting and brokerage services?
- What is your client to consultant ratio?
- What do you see as the major benefits issues facing employers in the next few years?
- How do you propose to provide value to Rockdale County and its employees? What steps would you suggest to better inform and engage our employees with regard to our benefit programs?
- Describe your approach to the financial management of employee benefit plans. What can be done to assist with the management of claims drivers?
- How do your people, consulting processes, and tools differentiate your firm from your competitors?
- Describe your national market leverage within the insurance marketplace.
- What is your firm's philosophy on wellness initiatives and the impact they can have on the bottom line cost of coverage and the overall workplace environment?
- Describe your capabilities for assisting with strategic plan redesign. What is your procurement process and policy for market accessibility?
- Describe your research capabilities and the actions you take to keep clients informed about legislative and regulatory developments.
- If you are not the incumbent broker/consulting firm, describe the transition process from the current firm to your firm. Include a draft timetable, data that must be received, amount of client involvement, and any other elements you consider pertinent.
- What is your client retention rate in your practice?
- Provide an overview of your reporting and analytics capabilities.
- How do you manage carrier and vendor relationships? How do you monitor carrier and vendor performance?
- What security and privacy procedures are established for your handling of HIPAA Protected Health Information? Address the following:
 - Employee access to data
 - Establishing security profiles for users
 - Audit trail of processed data
- Please describe and provide your disaster recovery plan for hardware, software, and data.
- For what period of time would you be willing to guarantee the fee quotes?

- What tools do you recommend we consider to support our employees in being better healthcare consumers?

Past experiences of Providing Similar Services:

Staffing & Availability:

Interview:

Questions/Non-Rated:

- Describe your capabilities for providing objective benefit program comparisons with other companies and by industry groupings.
- Please provide a sample of an open enrollment communication you have provided for a client (which would be included in your enclosed fees/pricing).
- Please provide a brief history of your firm and describe your ownership/organizational structure, including the location of your headquarters.
- Please provide the names, professional background, qualifications, and respective roles for each member of the team that would directly service our account. Describe how the team is organized to provide services to our account. Give the current number of clients serviced by each team member.
- Please include references and contact information for three clients for whom your firm provides services similar to those included in this request for proposal. Include at least one such reference for a client who transitioned to your firm within the past two years. Include at least one such reference for a client who has engaged your recommended/preferred benefits strategy.
- Please list any services that will not be included in your annual fixed fees. How would you charge for work over and above the annual fixed fee? What is your philosophy on contingency fees and commissions?
- What additional information would be helpful for Rockdale County to know about your firm?
- Please describe your invoicing and payment cycle, including any late fees for outstanding invoices.

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

Signature

Date

Title

Sworn to and subscribed before me

This _____ day of _____

Signature

PROPOSAL FORM – RFP #25-15

Instructions: Complete all THREE parts of this bid form.

PART I: Proposal Summary

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Proposal Form.

LUMP SUM AMOUNT (PER YEAR) \$ _____

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART III: Vendor Information:

Company Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ (owner, partner officer, representative, or agent) of _____, the Vendor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

 (Signed)

 (Title)

Subscribed and Sworn to before me this _____ day of _____, 202__

Name _____

Title _____

My commission expires (Date) _____

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

 (Signed)

 (Title)

Subscribed and Sworn to before me this _____ day of _____, 202__.

Name _____

Title _____

My commission expires (Date)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, __, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires:

1) I am a United States citizen

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

Signature of Applicant:

Date _____

Printed Name:

✻

Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
DAY OF , 202 .

Notary Public

My commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

SAMPLE AGREEMENT TO PROVIDE EMPLOYEE BENEFITS INSURANCE
BROKER & CONSULTING SERVICES

~Because this is a SAMPLE contract, the County has to right to modify if deemed necessary~

This Agreement made and entered into this ____ day of _____, 2025 by and between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "County", whose address is 962 Milstead Avenue, Conyers, Georgia 30012, and _____, hereinafter referred to as "Consultant", whose address is _____.

WITNESSETH

WHEREAS, the County desires to utilize the professional services of the Consultant, in accordance with the needs, requirements, terms and conditions contained in a Request for Proposals No. 25-15 (the "RFP"), and the proposal submitted by the Consultant in response to the RFP; and

WHEREAS, the County awarded the contract for employee benefits insurance broker and consulting services to the Consultant in accordance with the RFP and in reliance upon the representations and certifications contained in the Consultant's proposal; and

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to provide employee benefits insurance broker and consulting services to the County.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. BASIC AGREEMENT.

The County hereby engages Consultant and Consultant agrees to provide employee benefits insurance broker and consulting services hereinafter referred to as "Services", and hereinafter set forth in accordance with this Agreement, the County's Request for Proposals No. 25-15, hereinafter referred to as "RFP", incorporated herein by reference, and Consultant's response to RFP No. 25-15 dated _____, hereinafter referred to as "Proposal", attached hereto and made a part hereof. The Consultant shall be compensated for its services as provided in the RFP and the Proposal.

The foregoing documents constitute the entire Agreement of the parties pertaining to the Services hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Rockdale County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

ARTICLE 2. COVENANTS AND REPRESENTATIONS.

2.1 Covenants of the Consultant. The Consultant shall perform professional employee benefits insurance broker and consulting services in accordance with the Proposal, and the RFP, and any attachments thereto, all of which are by this reference incorporated herein.

2.2 Covenants of the County. The County will provide to Consultant all information reasonably necessary, useful or customary within the Consultant's trade or business activities for Consultant to provide Services to the County.

2.3 Representations. To induce the County to enter into this Agreement, the County shall be entitled to rely upon the representations and certifications made by the Consultant in the Consultant's Proposal, without

independent investigation and verification, and each such representation or certification shall be deemed to be material to this Agreement. The person negotiating and executing this Agreement on behalf of the Consultant has the full right, power, and authority to enter into, execute and perform this Agreement in accordance with the terms hereof, and when executed and delivered, this Agreement will constitute a valid and binding obligation of the Consultant and will be enforceable in accordance with the terms thereof.

ARTICLE 3. FEES.

3.1 The Consultant shall be paid for its Services as provided in the schedule of fees and expenses submitted by the Consultant in the Proposal in the sealed dollar cost bid as stated in the Cost Component of the RFP, Section Fee Proposal, which are by this reference incorporated herein and in no event may said fee exceed a monthly amount of \$ _____. Additional services shall be compensated in the manner set forth in the Addendum to this Agreement, at the same rates as set forth in the schedule of fees and expenses submitted by the Consultant in the Proposal; however, the County and the Consultant shall agree in writing prior to Consultant performing any additional services.

ARTICLE 4. CONTINGENCIES.

4.1 Contingent Obligations of the County. The obligations of the County are subject to the following conditions:

4.1.1 The ability of the County to carry out the terms of this Agreement in accordance with the laws and Constitution of the State of Georgia.

4.1.2 The timely performance by the Consultant of each and every covenant, agreement, and obligation imposed upon the Consultant in this Agreement.

4.1.3 The truth and accuracy as of the date hereof of each and every representation made by the Consultant.

4.1.4 This Agreement is expressly made subject to other laws affecting its subject matter. In the event of any conflict between such laws and this Agreement, such laws shall take precedence.

4.2 Contingent Obligations of the Consultant. The obligations of the Consultant are subject to the following conditions:

4.2.1 The timely performance by the County of each and every covenant, agreement, and obligation imposed upon the County in this Agreement.

ARTICLE 5. TERM.

5.1 This Agreement shall commence August 1, 2025, and shall continue until July 31, 2026, and has the option to renew for two (2) additional one-year terms, renewable each year, unless terminated by either party as set forth in Article 11 of this Agreement.

ARTICLE 6. NOTICES.

All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and given or served either in person or by United States Mail, postpaid, registered or certified with Return Receipt Requested, showing the name of the recipient and the date of delivery. Notices shall be addressed to the party or parties identified and at the address as set forth in the introductory paragraph of this Agreement, and the date upon which such notice is delivered shall be deemed the effective date thereof. Either party may, from time to time, by five (5) days' prior written notice to the other party, specify a different agent or address to which notices can be delivered. Rejection or other refusal to accept a notice or inability to deliver a notice because of a changed agent or address of which no notice was given shall constitute receipt of the notice on the date when personal service is attempted or the date of the postmark, if mailed.

ARTICLE 7. RIGHTS CUMULATIVE.

All rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

ARTICLE 8. NON-WAIVER.

No failure of the County to exercise any right or power given to the County under this Agreement, or to insist upon strict compliance by the Consultant with the provisions of this Agreement, and no custom or practice of the County or the Consultant at variance with the terms and conditions of this Agreement, shall constitute a waiver of the County's right to demand exact and strict compliance with the terms and conditions of this Agreement.

ARTICLE 9. CONTINUITY.

Each of the provisions of this Agreement shall be binding upon and inure to the benefit and detriment of the Consultant and the County and the heirs, devisees, legatees, legal representatives, successors and assigns of the Consultant and the County.

ARTICLE 10. DATE FOR PERFORMANCE.

If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

ARTICLE 11. TERMINATION FOR CONVENIENCE.

Notwithstanding any other provisions, either party may terminate this Agreement for its convenience at any time with thirty (30) days written notice to the other party. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed during the month of termination. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 12. TIME OF THE ESSENCE.

All time limits stated herein are of the essence of this Agreement.

ARTICLE 13. CAPTIONS.

The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

ARTICLE 14. NO ASSIGNMENT, NO THIRD-PARTY BENEFICIARIES.

14.1 This Agreement is a personal retention of Consultant as an independent contractor with respect to the County and not an employee of the County. Consultant must perform by its' own forces and may not delegate, subcontract, assign, transfer, or otherwise obtain its performance of this Agreement, without the express written consent of County.

14.2 Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

ARTICLE 15. INDEMNIFICATION.

Consultant agrees to hold harmless and indemnify County, its Directors, Officers, and employees from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons or damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation and defense thereof, to the extent caused by a negligent act, error or omission of Consultant, or as a result of defective services under this Agreement.

ARTICLE 16. INSURANCE.

Consultant maintains and shall continue to maintain during the performance of this Agreement its standard insurance coverage as follows:

- Workers' Compensation insurance in compliance with statutory limits
- Employers' liability with the following limits:

Each Accident	\$1,000,000
---------------	-------------
- Business Automobile Liability with the following limits:

Combined Single Limit	\$1,000,000
-----------------------	-------------
- Commercial General Liability with the following limits:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
- Professional Liability Insurance with the following limits:

Any One Claim	\$1,000,000
Policy Aggregate	\$2,000,000

ARTICLE 17. ENTIRE AGREEMENT.

This Agreement contains the entire Agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

ARTICLE 18. SEVERABILITY.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE 19. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Georgia.

ARTICLE 20. WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the Consultant and the County have caused these presents to be duly signed, sealed and delivered on the day, month, and year first above written.

CONSULTANT NAME HERE

ROCKDALE COUNTY, GEORGIA

By: _____

By: _____

JaNice Van Ness, Chair & CEO

Name & Title (Typed or Printed)

Attest:

Federal Tax ID Number

Attest:

Jennifer Rutledge, Director/County Clerk

Approved as to form:

M. Qader A. Baig, County Attorney

REFERENCES

Instructions: Type or clearly print all information.

Reference #1

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Reference #2

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Reference #3

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Representative's Signature: _____ Date: _____

PROPOSAL CHECKLIST

_____ **TWO (2) HARDCOPIES (one (1) original, one (1) photocopy), and ONE FLASH DRIVE (containing a copy of the Proposal and the Price Proposal in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated:**

_____ **Proposal Attachments A - D (See Pages 19-23)**

_____ **Proposal Form (See Page 24)**

_____ **All Applicable Affidavit Forms (See Pages 25-30)**

_____ **References (See Page 35)**

_____ **Proof of Business License**

The purpose of this checklist is to remind proposers of the documents generally required for the proposal submittal. It is the proposer's responsibility to include additional documents requested in the proposal that may not be shown on the checklist.