

**UTAH COUNTY  
RFP 2022-2**

**REQUEST FOR PROPOSALS**

**FOR AN**

**EMPLOYEE BENEFITS  
BROKER/CONSULTANT**

**CLOSING DATE**

**FOR RECEIPT OF PROPOSALS: Wednesday, June 8<sup>th</sup>, 2022**

**TIME: 12:00 Noon (Local Time)**

**PLACE: Office of the Utah County Purchasing Agent**

**100 East Center Street**

**Room 3600**

**Provo, Utah 84606**

## **SECTION 1 ADMINISTRATIVE OVERVIEW**

### **1.1 PURPOSE**

Utah County is soliciting proposals from insurance brokers/consultants qualified to perform brokerage and consulting services for our Group Employee Benefits Programs, including medical, dental, vision, life, Short Term Disability, LTD, Employee Assistance Program, HSA, FSA, voluntary benefit plans, etc.

Utah County is interested in selecting a partner that will pro-actively assist Utah County in providing health and welfare programs to its employees at the best value. Proposers will be evaluated for their ability to negotiate health and welfare plans that:

- A. Directly improve employee recruitment, retention satisfaction and engagement.
- B. Directly support Utah County's financial goals and objectives.
- C. Provide long term strategic value to Utah County regarding employee total compensation.

### **1.2 CURRENT BENEFITS**

Utah County currently provides a fully insured high deductible health plan as well as a PPO plan, both through the SelectHealth SHARE program. In addition, the County contributes to Health Savings Accounts administered by HealthEquity.

The 2022 HDHP (HSA Eligible) deductible is \$4,000 for families and \$2,000 for singles with out-of-pocket maximums of \$6,000 (family)/\$3,000(individual). The cost of the HDHP Plan is paid in full by the County for full-time employees; the County also makes a matching contribution of up to \$2,000 annually to each employee's Health Savings Account.

The County also offers a traditional health insurance plan (PPO) option along with the HDHP. Employees pay the difference in coverage cost for the PPO Plan. Fewer than 10% of eligible employees elect this option. In-network deductibles are \$1,000(individual)/\$2,000(family) with out-of-pocket maximums of \$3,000(individual)/\$6,000(family).

An annual waiver incentive of \$960 (individual)/\$1,920 (family) is paid to full time employees who have other health insurance coverage and elect to waive the County's plan.

A self-funded dental plan is offered with two options: 1. A copay only plan and 2. A Co-insurance option with an annual max benefit of \$2000 per person and a deductible of \$50 (individual)/\$150 (family)

In addition, full purpose, limited purpose, and dependent care Flexible Spending Accounts are available to employees. The County offers a fully employee-funded vision plan. The County also provides an Employee Assistance Plan through IHC. The County has been sponsoring a successful wellness program since 2007. This program is administered by the Utah County Health Department and HealthyLiving.

Other welfare benefits include basic employee and dependent life insurance paid by the County (\$40,000 per employee, \$10,000 per dependent) as well as optional dependent and supplemental life insurance paid by employees. All life insurance is currently provided by The Standard, who also provides Long Term Disability and AD&D insurance. AD&D is \$40,000 for Public employees and \$80,000 for Public Safety employees.

### 1.3 REQUIREMENTS

The selected broker/consultant will:

- A. Demonstrate extensive experience working in Utah with municipalities and governments;
- B. Provide expert advice in the design and review of benefit plans and plan documents;
- C. Actively analyze and benchmark Utah County's health and welfare benefit programs against current and future trends in the marketplace and among similar municipalities and governments;
- D. Pro-actively develop strategic initiatives, recommendations for cost saving initiatives, and implementation of plans;
- E. Pro-actively advise and train County staff on all compliance matters, including the ACA, etc;
- F. Facilitate online enrollment and document distribution to employees

This list is not intended to be all-inclusive. Additional ideas and suggestions for programs and/or services not specifically listed above which would benefit Utah County and its employees or further enhance the value of your services are invited and encouraged.

*Please do not contact insurance markets on our behalf!* At this point in time, we are seeking background information on your firm and ideas on how you would approach the management of our benefits program. Your response should be developed solely on the basis of your firm's knowledge, resources and experience, and how they might apply to Utah County Government.

Recipients of this RFP should view this as an opportunity to inform Utah County of the unique capabilities and resources you offer, the specific benefits you can offer to Utah County, and the reasons Utah County should do business with you.

#### **1.4 Broker/Consultant's Responsibilities**

- A. Serve as a designated insurance broker of record for Benefit Programs.
- B. Solicit and analyze insurance proposals and present the results of such analysis to the appropriate parties.
- C. Negotiate all insurance renewals, including meeting directly with insurance company underwriters and place insurance as directed.
- D. Analyze claim experience/financial development for all insurance coverages.
- E. Prepare annual reports, in any reasonable format requested by Utah County, for each line of coverage, analyzing financial developments, network utilization, insurer cost structures, etc., and make recommendations regarding changes, modifications and/or Benefit enhancements.
- F. Plan and attend quarterly meetings, take and distribute meeting notes, prepare financial reports, interpret and distribute carrier reports, coordinate presenters and attendees, follow-up with carriers, attendees and action items, and serve as the County's Benefit resource.
- G. In accordance with parameters and criteria established by Utah County, make recommendations regarding various Benefit and insurance plans, insurance carriers, health maintenance organizations, administrators and Benefit service providers.
- H. Review all insurance, benefit and administrative service documents for accuracy and adherence to prior agreements.
- I. Provide in all benefit carrier negotiations, inclusion of an integration to the HRIS platform Workday, provided at no cost to the County.
- J. Provide open enrollment support, including, but not limited to, developing timelines, assisting with the development of open enrollment materials and the determination of the Benefits Fair attendees, and coordinating and participating in open enrollment meetings as reasonably requested.
- K. Assist with budget projections on future costs of Benefit programs.
- L. Review contracts with providers for accuracy in rates, Benefits, eligibility, and coverage definitions.

- M. Review evidences of coverage (EOC) for accuracy, make recommendations regarding changes, modifications and/or benefit enhancements, and negotiate changes with carriers.
- N. Assist with claims and billing issues as requested.
- O. Assist with the implementation/transition of carriers/administrators.
- P. Alert Utah County of legislative mandates and assist with compliance with benefit laws and regulations, including but not limited to ACA, COBRA and HIPAA.
- Q. Attend administrative meetings as requested.
- R. Provide concise, timely and effective special executive summary reports, as needed.
- S. Provide Plan Summary Documents and distribute to all employees prior to the start of the plan year.
- T. Perform detailed analytical review of third-party administration, prescription drug and utilization.
- U. Inform Utah County Staff of major national or regional health care trends.
- V. Provide seminars and educational sessions to employees and retirees, including monthly orientation.
- W. Have knowledge of Governmental Accounting Standards Board (GASB) regulations as they relate to Utah County's employee benefit plans.
- X. Provide and Prepare an annual benefit guide for Utah County Employees. Provide printed booklets as well as electronic copies.

## **1.5**

### **ASSURANCES**

By responding to this RFP, each proposer assures the County that, if selected as a broker, proposer will:

- A. Make a diligent effort to place all insurance requested by the County at the lowest possible price consistent with adequate breadth of coverage and stability of insurers.
- B. Advise the County of ways in which coverages proposed or provided differ from those currently in place.

- C. Disclose to the County all commissions, payments, and compensation, proposer is eligible to receive or has received from insurers providing coverage to the County, or from any other source related to or arising out of the County's account.
- D. Not assign or transfer the County's account, or any portion of the County's business, without the County's prior written approval.
- E. Fully disclose to the County all quotes received from insurers, acting in the County's best interest at all times.
- F. Comply with all provisions of this RFP and the proposal throughout the term of appointment.
- G. Not create or maintain any conflict of interest between the County and any provider.
- H. Not accept or maintain any appointment or position as a board member, or official, with any provider.

**1.6 RECOMMENDED MINIMUM QUALIFICATIONS**

- A. Licensed as an insurance broker or agent in the State of Utah with at least 5 years of experience in providing services as outlined in this RFP.
- B. Errors and omissions insurance with a minimum limit of \$2,500,000 per occurrence.
- C. Access to sufficient markets to obtain quotes from A-rated companies.
- D. Ability to act as broker in procuring insurance from the County's current providers.

**1.7 COMPENSATION**

Your response to this RFP must state the annual amount of your fees and a statement as to your proposed method of compensation for your services. Your response may propose similar or different alternative methods for being compensated for your services. Explain your recommendation on how these fees can be funded (commissions, fees based on per hour of service, annual retainer fee, combination); be specific by line of coverage, if needed.

Utah County may engage in negotiations with the selected firm on the method of funding of fees.

**SPECIFIC QUESTIONS**

Please respond to each question in your RFP proposal.

**Your Company**

- A. Briefly describe your firm's history and background.
- B. Provide details of your firm's financial status and stability.
- C. Discuss any impending changes in your organization that could impact the delivery of services.

**Your Practice**

- A. Describe the proposed team that would work with Utah County and provide information about the qualifications and expertise of each team member.
- B. How often does your team meet with your clients and for what purposes?
- C. Describe your firm's position in the industry and how that may translate into superior carrier relationships.
- D. Do you have a method or process in place to gauge client satisfaction?
- E. If your firm is selected, how would you propose we transition our account?

**Expertise**

- A. Describe your approach to supporting our programs throughout the plan year.
- B. How do you manage vendor relationships?
- C. In your opinion, what are the major challenges of local government benefits programs and how will your firm help meet these challenges?
- D. Describe your process for negotiating renewals. Be prepared to share examples of your success in negotiating renewals.
- E. Describe your underwriting and actuarial resources.
- F. Describe your experience managing employee claims escalation.
- G. Describe your experience assisting clients with complicated administrative issues and fostering a positive resolution.

### **Special Services**

- A. Describe your standard package of employee communications services. Please provide samples.
- B. Describe services you provide to assist with benefits benchmarking.
- C. Describe how you support the ongoing professional development and training of your clients.
- D. Describe any additional services offered by your company that may be of interest to Utah County Government.

### **Legislative / Compliance**

- A. How do you support your clients in ensuring their employee benefits programs remain compliant with all federal and state laws?
- B. How do you keep your clients up to date on current benefits issues?
- C. Do you have in-house legal advisors or outside counsel who provide guidance to you and your clients?
- D. Describe methods you employ to disseminate information about current trends and legislation.

### **Compensation**

- A. Describe how your firm is compensated for your services.
- B. State the annual amount of your fees and a statement as to your proposed method of compensation for your services.
- C. What is your company's practice on accepting contingency/override compensation from insurers relative to the placement of insurance programs? Provide detail on fees or payments paid directly to broker by vendors and how that affects the overall cost to Utah County.
- D. Describe your fee structure for the placement of insurance, administrative or other services.
- E. What complimentary services does your firm provide; describe these services.



## **SECTION 2 PROCUREMENT RULES AND PROCEDURES**

### **2.1 PROCEDURE**

The Procedure for the issuance of this RFP, evaluation of proposals, and selection of a Broker is as follows:

- A. Interested entities will prepare and submit their proposals according to the Procurement Timetable contained in Subsection 2.3.
- B. Utah County and/or its representatives will evaluate all submitted proposals to determine acceptance or rejection of the proposals. Selected responders may be asked to make oral presentations and be interviewed, anticipated late June 2022.
- C. The selected Broker will be required to sign an agreement with Utah County. While the County may make modifications, the Proposer, by submitting a proposal, agrees to all of the Standard Terms and Conditions contained in Attachment “C”, unless the Proposer clearly states in writing, as a part of its proposal, which terms it will not accept.

### **2.2 RULES OF PROCUREMENT**

This RFP shall conform to and is governed by and is subject to the Utah County Procurement Rules and Regulations.

All materials submitted in response to this RFP become the property of Utah County and will not be returned. Proposals submitted may be reviewed and evaluated by any person at the discretion of the County.

Utah County has established certain requirements with respect to proposals to be submitted by respondents. The use of “shall”, “must”, or “will”, in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

The County reserves the right to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the County.

Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

The County may not award a contract solely on the basis of this RFP and will not pay for the information solicited or obtained. The information obtained through this RFP will be used in determining the proposal that best meets the County’s needs and is the most advantageous proposal received. No oral, telephonic or electronic proposals or modifications will be considered.

The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

### 2.3 PROCUREMENT TIMETABLE

Below is the Procurement Timetable that has been established for this RFP.

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issue Date	May 2, 2022
Closing Date for Receipt of Proposals, and Public Opening of Proposals	June 8, 2022 @ 12:00 Noon, local time
Anticipated Oral Presentations and Interviews <i>(by invitation)</i>	Late June, 2022

### 2.4 QUESTIONS AND CLARIFICATIONS

Questions pertaining to this RFP may be E-mailed to

**Robert Baxter**

Purchasing Manager

[RobertB@utahcounty.gov](mailto:RobertB@utahcounty.gov)

no later than June 2, 2022.

Questions that may impact the response to the RFP will be published online at the location of the publication of this RFP.

Please note that we are not asking for, nor authorizing you to solicit quotes from insurance carriers at this time.

### 2.5 EVALUATION CRITERIA

All proposals will be evaluated by authorized representatives of Utah County (the Evaluation Committee). Each member of the Evaluation Committee will ordinarily rank all proposals from highest to lowest evaluation score, and the Evaluation Committee will compile the rankings of all members of the Evaluation Committee. If any proposal receives a majority of first place votes, that proposal will receive the #1 ranking. If not, the proposal that received the lowest average ranking will be removed from selection and the rankings will be recast. That process will be repeated until one proposal receives a majority of votes as the #1 ranked proposal. The process will be repeated to determine the #2 and #3 ranking selections. After taking into consideration the Evaluation

Committee's recommendations, tabulations, and rankings, the Board of County Commissioners shall award the contract to one of the top three ranked offerors, or may elect to reject all proposals. The Evaluation Committee and Board of County Commissioners will consider all criteria in performing a comprehensive evaluation of the proposals. A point-based evaluation system will be used to evaluate all proposals. The evaluation criteria and their relative weights are listed below (total points possible=100):

1. Employer administration support including benefits enrollment and tracking system, IRS reporting, and employee communication: **Maximum of 15 points.**
2. Scope and quality of consulting services to be provided, including compliance with ACA, HIPAA, ERISA etc, as well as recommendations on benefit offerings and plan design: **Maximum of 20 points.**
3. Access to and ability to negotiate favorable contracts with benefit providers: **Maximum of 30 points.**
4. Cost of services relative to scope of services provided: **Maximum of 35 points.**

Upon review of the written responses, some selected proposers may be invited to make formal oral presentations and be interviewed by the Evaluation Committee. These interviews are anticipated to take place during late June 2022. Please be sure members of your team are available if invited.

All information provided by Utah County in connection with this RFP shall be considered confidential and proprietary information of Utah County and must not be disclosed to individuals outside your organization without prior written approval from Utah County. All documentation, manuals and ideas submitted by your company shall become the property of Utah County once they are submitted to Utah County.

If a contract is awarded, it will be awarded to that firm whose proposal, in the sole judgement of Utah County, will be most advantageous to Utah County.

Utah County reserves the right to make an award without further discussion of proposals received. Therefore, it is important that proposals be complete, comprehensive, and submitted initially in the most favorable terms.

It is the intent of Utah County to award a single contract as the result of this RFP. However, Utah County reserves the right to apportion the requirements of this RFP among multiple contractors if this is determined to be in Utah County's best interest. The contract(s) resulting from this RFP shall require approval by the Board of County Commissioners of Utah County.

## **SECTION 3 INSTRUCTIONS FOR PROPOSAL PREPARATION**

### **3.1 PROPOSAL SUBMISSION**

Nine (9) copies of each proposal must be submitted to the Utah County Purchasing Manager. The proposals must be delivered to:

Robert Baxter - RFP 2022-2 for Employee Benefits Broker/Consultant  
Utah County Purchasing Manager  
100 East Center, Suite 3600  
Provo, Utah 84606

### **3.2 PROPOSAL INCLUSION REQUIREMENTS**

To assist in the evaluation of potential brokers/consultants, please provide the following information in your written response to this Request for Proposal:

The proposal must include (in the following order):

- A. Transmittal letter with the following information:
  - 1) Name, address, and phone number of firm, names of owners or principals of your firm and duration and extent of experience.
  - 2) Type of firm. If a corporation, provide date of incorporation and president's name. If other than a corporation or partnership, describe organization and name of principals. If individual or partnership provide date of organization and names and addresses of all partners (state whether general or limited partnership).
  - 3) Provide a corporate overview of your firm, including:
    - a) A brief history, including number of years of experience your firm has in providing health & welfare benefit services;
    - b) Organization structure and "fit" of your health and welfare structure (division);
    - c) Number and location of offices and total number of employees directly involved in providing health and welfare services;
    - d) Provide a list with the top five health and welfare plan providers and/or insurance companies that your firm deals with in each of the following areas: medical, dental, prescription drug benefits, excess and stop loss insurance, life insurance, disability benefits;

- e) Provide a summary of the support, research, compliance assistance, and technical service your corporate headquarters makes available to your (a) employees and (b) to your health and welfare clients. Provide samples if available. Indicate if there are any charges for these services we would incur as your client;
- 4) Identify and describe the specific individual(s) or team that would be the primary contact for Utah County. If you are recommending a team approach, clearly identify the team leader;
    - a) Provide a one page professional resume on each member from your firm that would have direct and ongoing contact with Utah County;
    - b) Identify specific accomplishments or key strategies that this individual and/or their team has successfully implemented with their direct clients in the area of health and welfare over the past two years.
  - 5) A detailed list of insurance companies that you can access and from which you can obtain quotes for Health and Life insurance to meet the County needs as defined.
  - 6) A discussion of how you would handle the procurement of insurance and a description of services that you would provide under an insurance broker agreement with County.
  - 7) Have any claims or lawsuits been filed against you for nonperformance or inadequate performance? If yes, describe any such claims or lawsuits.
  - 8) Describe the firm's services in regard to directly assisting Utah County in maintaining information regarding the costs, premiums, service fees, outcomes, loss ratios, and performance of our health and welfare plans in relation to national, regional and local trends.
  - 9) Describe your communication systems (call centers, reports, automated correspondence, newsletters, seminars, internet websites, etc.) that would be used to deliver or support the service.
  - 10) Describe other technology features that you would make available to the County.
- B. References of five commercial clients that can be contacted regarding the quality and competency of your firm and the account executive.
  - C. Evidence of insurance coverage as required per Section 6.3 of this RFP.

- D. Completed fee proposal signed by an authorized individual.
- E. Attachment B Certificate of Non-Collusion
- F. Completed W-9 form.

#### **SECTION 4 ACCEPTANCE OF PROPOSAL**

The agreement period will be for a term of approximately three years, commencing when executed. Utah County shall have an option, pursuant to that agreement, to renew the agreement for two additional one-year periods, upon the same terms and conditions.

#### **SECTION 5 DISQUALIFICATION OF PROPOSAL**

The occurrence of any of the following may result in disqualification of a respondent:

- A. Failure to respond by the established submission deadline.
- B. Failure to completely answer all questions posed in the RFP.
- C. Failure to provide requested documentation at the time of proposal submission.
- D. Illegible responses.
- E. Failure to sign and return the fee proposal page.
- F. Failure to evidence a satisfactory record of integrity.
- G. Entering into direct contact with a County Official other than the County Purchasing Manager regarding this RFP prior to award.
- H. Failure to qualify legally to contract.

#### **SECTION 6 TERMS AND CONDITIONS**

##### **6.1 GENERAL REQUIREMENTS**

Utah County will negotiate an agreement in reliance upon the information contained in Proposals submitted in response to the RFP. Attachment C of this RFP contains Utah County's standard terms which shall form the basis of an agreement covering the subject matter of this RFP between the selected service

provider and Utah County. Exceptions or deviations from Utah County's standard terms must be clearly identified in the response to the RFP, together with any accompanying reasons for the exceptions or deviations, and any proposed modifications offered by the service provider. Exceptions or deviations from Utah County's standard terms will be taken into consideration when evaluating proposals submitted and may result in the Proposal being rejected in whole or part by Utah County. Utah County specifically reserves the right to reject any or all of the proposed modifications. Utah County will be legally bound only when and if there is a definitive signed agreement with the awarded Service Provider ("Contractor"). It is vitally important that any person who signs a Proposal or agreement on behalf of a Contractor's firm certifies that he or she has the authority to so act. The successful Contractor who has its Proposal accepted may be required to answer further questions and provide further clarification regarding its Proposal and responses.

Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person shall have executed and delivered a definitive written agreement.

By responding to this RFP, each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the parties in any manner as having any legal effect whatsoever.

No oral modifications or amendments to this RFP or any resulting agreement shall be effective; the RFP may be modified or amended only by a written agreement signed by the parties. If it becomes necessary to revise any part of this RFP, an addendum an addendum will be provided to all who received an RFP.

## **6.2 INSPECTION AND ACCEPTANCE**

Utah County or its authorized representatives shall have the right to enter the premises of the Broker, or such other places where services under an agreement with Utah County are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to the

agreement. The Broker must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.

### **6.3 INSURANCE**

The Broker agrees to carry errors and omissions insurance with a minimum limit of \$2,500,000 per occurrence, or as modified by the risk manager pursuant to state statute during the term of an agreement with Utah County. This coverage shall provide liability insurance to cover the activities of Broker including Broker's agents and employees, and for all equipment and vehicles, public or private, used in the performance of an agreement with Utah County. The Broker shall furnish, with the proposal submission, a certificate of insurance evidencing that the Broker has insurance coverage equal to or greater than the above stated amounts.

The Broker shall be required to submit said certificate of insurance to Utah County in the minimum amounts indicted above before beginning work under an agreement with Utah County.

### **6.4 INDEPENDENT CONTRACTOR**

Broker states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Utah County, and that any agreement resulting from this RFP is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by any agreement resulting from this RFP. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Broker. Broker is not to be considered an employee of Utah County for any purpose, and the employees of Broker are not entitled to any of the benefits that Utah County provides for County's employees. It is understood that Broker is free to contract for similar services to be performed for others while working under the provisions of any agreement with Utah County resulting from this RFP.

Both parties agree that Broker shall be deemed an independent contractor in the performance of any agreement resulting from this RFP and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Broker shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County.



## **6.5 INDEMNIFICATION**

The Broker shall defend, indemnify, save and hold harmless Utah County, its officers, employees, and agents, from and against any and all claims, demands, causes of actions, orders, decrees, judgments, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising out of the performance of an agreement with County which is caused by any act or omission of Broker's officers, employees, agents or volunteers. The Broker shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of any agreement with County.

## **6.6 PROPRIETARY INFORMATION**

The Broker shall mark any specific information contained in the proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary.

## **6.7 TERMINATION**

Any agreement resulting from this RFP may be terminated, without cause, or for any reason, by Utah County upon thirty (30) days written notice to the Broker, without prejudice to any other right or remedy Utah County may have. Failure of the Broker to adhere to any of the performance requirements of any agreement resulting from this RFP shall be cause for immediate termination. Any agreement resulting from this RFP may be terminated for any reason by the Broker upon ninety (90) days written notice to Utah County.

## ATTACHMENT A

I hereby certify that the information submitted by me/my company in response to this RFP, including the pricing and other information in this Proposal Response Form is true and accurate.

I understand that Utah County has the right to reject any or all proposals, and to waive minor irregularities when to do so would in the best interests of Utah County.

Name of Firm \_\_\_\_\_

Name of Broker \_\_\_\_\_

Signature of Broker \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT B**

**CERTIFICATE OF NON-COLLUSION**

STATE OF UTAH     )     Request for Proposals for Employee Benefits Broker/Consultant  
                          )SS  
COUNTY OF UTAH   )

**AFFIDAVIT**

The undersigned of lawful age, being first duly sworn, disposes and says:  
That as a condition precedent to the award of the Utah County project as above captioned,  
I \_\_\_\_\_

(owner, partner, officer or delegate)

of \_\_\_\_\_ do

(company)

solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard to this proposal or potential agreement resulting therefrom.

\_\_\_\_\_  
Proposer's Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*\*\*

Subscribed/sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2022

My Commission Expires \_\_\_\_\_

Residing at \_\_\_\_\_

Seal

By: \_\_\_\_\_

Notary Public

## **ATTACHMENT C**

### **UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR SERVICES**

#### **1. TERM**

The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon completion of the work specified herein, or until the date specified on the signature page of this AGREEMENT.

Termination of this AGREEMENT shall not terminate any warranty or other continuing obligation owed by CONTRACTOR as set forth herein.

#### **2. EXTRA WORK**

a. Extra work shall be undertaken only when previously authorized in writing by Utah County, and is defined as additional work which is neither shown nor defined in this AGREEMENT or the attached CONTRACTOR's proposal (if any), but determined by Utah County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the CONTRACTOR.

b. Miscellaneous items normally associated with the major work items included in this agreement, but which may not be specifically identified, shall be furnished by the CONTRACTOR as if they had been included in the agreement, without additional cost to COUNTY. After prior authorization of the County Commission in writing, payment for authorized extra work will be made by reimbursement for all direct and substantiated costs of labor, materials, and supplies used.

#### **3. GOVERNING LAW**

It is agreed that this AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Utah, and the ordinances of Utah County. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Provo in the Fourth Judicial District Court for Utah County

#### **4. EMPLOYMENT STATUS VERIFICATION**

CONTRACTOR shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. CONTRACTOR shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification system and comply with Utah code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

#### **5. AMENDMENTS**

No oral modifications or amendments to this AGREEMENT shall be effective, but such may be modified or amended by a written agreement signed by the parties.

#### **6. ASSIGNMENT**

The parties to this AGREEMENT shall not assign said AGREEMENT, or any part thereof, without the prior written consent of the other party to the AGREEMENT. No assignment shall relieve the original parties from any liability hereunder.

#### **7. SUCCESSORS IN INTEREST**

This AGREEMENT shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

#### **8. INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, save, hold harmless, and defend at CONTRACTOR's own expense COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) CONTRACTOR'S, its subcontractors, agents or employees performance of this AGREEMENT or their provision of any services required herein to be performed by CONTRACTOR or its subcontractors, agents or employees, and (b) any act or omission of CONTRACTOR, or its subcontractors, agents or employees. CONTRACTOR shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this AGREEMENT.

#### **9. GOVERNMENTAL IMMUNITY**

COUNTY is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann §§ 63G-7-101 to -904 (2011). COUNTY does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or comparable legislation enactment. The parties

agree that COUNTY shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits set forth in that Act or the basis for liability as established in the Act.

**10. NON-FUNDING CLAUSE**

COUNTY intends to request the appropriation of funds to be paid for the services provided by CONTRACTOR under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the COUNTY's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the COUNTY as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of CONTRACTOR, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void. If funds are not appropriated for a succeeding fiscal year to fund performance by COUNTY under this Agreement, COUNTY shall promptly notify CONTRACTOR of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

**11. COMPLIANCE WITH LAWS**

Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by CONTRACTOR of applicable law shall constitute an event of default under this Agreement and CONTRACTOR shall be liable for and hold the COUNTY harmless and defend the COUNTY from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the COUNTY as a result of the violation. CONTRACTOR is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

**12. CONFIDENTIALITY**

Contractor shall hold all information provided to it by COUNTY for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of CONTRACTOR's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of COUNTY. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by CONTRACTOR in performance of this Agreement shall also be held confidential by CONTRACTOR. COUNTY shall have the sole obligation or privilege of releasing such information as required by law.

**13. PAYMENT**

Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the CONTRACT will be remitted by mail unless paid by the COUNTY's Purchasing Card. CONTRACTOR shall accept payment by Purchasing Card without any additional fees.

**14. TERMINATION**

Unless otherwise stated in the Special Terms and Conditions, this Agreement may be terminated with cause by either party, in advances of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate CONTRACTOR's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon 60 days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

**15. FORCE MAJEURE**

Neither party to this Agreement will be held liable for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The COUNTY may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

**16. INDEPENDENT CONTRACTOR**

a. CONTRACTOR states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from COUNTY, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.

b. The parties intend that an independent contractor relationship will be created by this AGREEMENT. COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with

CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of COUNTY for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits that COUNTY provides for COUNTY'S employees. It is understood that COUNTY does not agree to use CONTRACTOR exclusively. It is further understood that CONTRACTOR is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with COUNTY.

c. Both parties agree that CONTRACTOR shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, CONTRACTOR shall have no authorization, express or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY.

#### **17. INTERPRETATION OF AGREEMENT**

The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this AGREEMENT are for convenience only and do not constitute a part of the provisions hereof.

#### **18. INSURANCE**

a. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,500,000 per occurrence. This coverage shall provide liability insurance to cover the activities of CONTRACTOR including CONTRACTOR'S agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. Prior to commencement of work, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has this insurance in place.

b. Prior to commencement of work, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has Workers Compensation Insurance for the CONTRACTOR, all subcontractors, and all employees of the CONTRACTOR and/or subcontractors.

#### **19. LEGAL**

CONTRACTOR shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors. This AGREEMENT shall be interpreted pursuant to the laws of the State of Utah.

#### **20. NO PRESUMPTION**

Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

#### **21. WARRANTY**

CONTRACTOR warrants to COUNTY that all services and materials furnished under this AGREEMENT will be of highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of CONTRACTOR'S profession, and in conformance with the terms hereof.

#### **22. ENTIRE AGREEMENT.**

This AGREEMENT shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding upon either party except to the extent incorporated in this AGREEMENT.