

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Insurance Brokerage & Consulting Services** as specified herein. Proposals must be received by **2:00 p.m. on May 26, 2021**. Late proposals will neither be considered nor returned.

**Deliver Proposals To:**

**Proposal Number 3048  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

**The Proposal Envelope must show the Proposal Number, Proposal Name & Proposal Closing Date.**

**SECTION I PROPOSAL PREPARATION AND SUBMISSION**

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Christina Beeler, Senior Buyer, CPPB, at 865.215.5769. Questions may be faxed to 865.215.5778 or emailed to [christina.beeler@knoxcounty.org](mailto:christina.beeler@knoxcounty.org). Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement).
- 1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposals.
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

**Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

- 1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications and presenting the product(s) and/or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Vendors who wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB, Business Outreach Administrator  
Knox County Procurement  
Telephone: 865.215.5760  
Fax: 865.215.5778  
Email: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

- 1.7 **CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

**1.8 CONFLICT OF INTEREST:** Vendors must have read and comply with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at [https://www.knoxcounty.org/purchasing/conflict\\_policy.php](https://www.knoxcounty.org/purchasing/conflict_policy.php).

**1.9 COPIES:** Knox County **requires** that proposals be submitted as one (1) marked as original and six (6) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a CD/DVD or flash drive. The use of elaborate binders or color pages is not necessary.

**1.10 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and disqualified.

**1.11 ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Facsimile and email submissions are strictly prohibited. Due to the nature of the information requested, all submissions shall be in written format.

**1.12 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Procurement On-Line." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of Purchase Orders, on-line retrieval and submittal of quotes for our vendor-clients and on-line requisitioning and receiving for our county departments.

In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our on-line procurement system, "Knox Procurement On-Line," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

**1.13 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

**1.14 NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

**1.15 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s), and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their proposal response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

**1.16 POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

**1.17 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

- 1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.19 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses other than the delivery address specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.
- Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.20 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- Be submitted on recycled paper;
  - Not include pages of unnecessary advertising;
  - Be made on both sides of each sheet of paper.
- 1.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **May 10, 2021 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.
- 1.22 SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the vendor acknowledges and accepts the terms and conditions stated in the proposal document.
- 1.23 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.24 TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND TITLE IX OF THE EDUCATIONAL AMENDMENT OF 1972:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI and Title IX.
- 1.25 USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.26 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.27 VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement) and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.
- 1.28 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Vendor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Vendor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Vendor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Vendor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Vendor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Vendor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.8 **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any dispute which arises hereunder.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 **INDEMNIFICATION—HOLD HARMLESS:** Vendor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.
- 2.11 **INDEPENDENT CONTRACTOR:** Vendor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Vendor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

- 2.13 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.14 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Vendor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of vendor. Vendor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Vendor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other Federal and State employment laws as applicable. Vendor covenants that it does not engage in any illegal employment practices.
- Vendor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Vendor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.15 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposals, (3) Contractor's Response to Request for Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications.
- 2.16 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to, rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.17 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.18 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.19 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Vendor hereby acknowledges, by submission of its proposal or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.20 TERMINATION:** County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.21 WARRANTY:** Proposer warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, solicitation and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Proposer extends to Knox County all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Vendor's expense.

### **SECTION III SPECIAL TERMS AND CONDITIONS**

- 3.1 INTENT:** The intent of these specifications is to convey to prospective Proposers the general type and quality of Brokerage & Consulting Services for employee health related services as desired by Knox County. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

- 3.3 ADDITIONS-DELETIONS:** Knox County reserves the right to add or delete goods and/or services as the need arises. If goods and/or services are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4 AWARD STATUS:** Knox County intends to issue an initial one (1) year award. Upon the mutual agreement of the Vendor and Knox County, the award may be extended four (4) additional one (1) year options. This may result in a total of five (5) years. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Vendor.
- 3.5 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the proposer can document the increased costs. Knox County also reserves the right to accept proposed service changes from the proposer if they will lower the cost to Knox County and/or provide improved service.
- 3.6 CONTRACT COORDINATOR:** The County will designate a Contract Coordinator whose principal duties shall be:
- 3.6.1** Liaison with Contractor.
  - 3.6.2** Coordinate and approve all work under the contract.
  - 3.6.3** Resolve any disputes.
  - 3.6.4** Assure consistency and quality of Contractor's performance.
  - 3.6.5** Schedule and conduct Contractor performance evaluations and document findings.
  - 3.6.6** Review and approve for payment all invoices for work performed or items delivered.
- 3.7 CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.
- 3.8 CONTRACT EXECUTION:** The award of this Proposal will result in a Contract between Knox County and the successful Contractor. The Contract must be voted on and approved by the Knox County Commission. The successful Contractor may be required to be present at the meetings to answer questions relating to services to be performed. The Knox County Procurement Division will give adequate notification if the Vendor will need to attend a meeting. There shall be no cost to Knox County or KCS for attendance of such meetings.
- The Knox County Procurement Division will draft the Contract and no other vendor forms (i.e. Terms and Conditions, Service Agreements or other standard vendor forms) will be accepted as Contract attachments.
- 3.9 DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. There will be no additional hidden charges.
- 3.10 EVALUATION CRITERIA:** Each proposal will be evaluated using the following general criteria:
- |  |           |
|--|-----------|
| Experience & Qualifications                      | 30 points |
| Data Analysis & Communication Capability         | 20 points |
| Strategic Planning & Vendor Selection Capability | 20 points |
| Cost   | 20 points |
| References                                       | 10 points |
- 3.11 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated Vendor. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.12 EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written.

Conditional or qualified offer are subject to rejection in whole or in part. Any exceptions shall be included in Tab X of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.

**3.13 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a Vendor or subcontractor under Knox County contracts.

**3.14 INSURANCE:** The successful Vendor must carry the insurance as indicated on the Insurance Checklist Attachment hereto. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign the attachment and submit it with the proposal.

Upon the Notification of Intent to Award, the successful Vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.

**3.15 INTERPRETATION:** No oral interpretation will be made to any proposer regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

**3.16 INVOICING PROCEDURES:** Knox County requests that invoices be easy to read and understand. Invoices are to be original and uniquely pre-numbered. Each participating agency to this Contract may be required to use different invoicing information and procedures. This information and procedures shall be provided to the contractor(s) prior to Contract execution. There shall be no additional charge for this information and procedures to be included. Mail invoices for Knox County Benefits to:

Knox County Benefits Department  
Attention: Stephanie Candler  
400 Main Street, Suite 345  
Knoxville, TN 37902-1850

**3.16 LICENSES AND CERTIFICATIONS:** Proposers must maintain the proper licenses and certifications as required by Federal, State and Local law. Proposers must provide copies of the licenses and certifications upon request by the users of this Contract.

**3.17 NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations, including, but not limited to, rates and term, with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until an agreement has been reached or all proposers have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

**3.18 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Vendor. A vendor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County Election Commission.

**3.19 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

- 3.20 OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within ninety (90) business days after the date fixed for the closing the RFP.
- 3.21 PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the first contract period, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:
- Continue with the existing prices;
  - Request a lower price increase;
  - Not accept the renewal offer.
- If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the proposal file. No approvals will be authorized verbally.
- 3.22 PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the Proposals submitted without limitation and to accept any part or all, of the successful Proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.
- 3.23 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the Proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.24 PROPOSER INTERVIEWS:** Knox County reserves the right to request Proposer interviews from those Proposers displaying a thorough knowledge of the intent of this RFP. The purpose of these interviews is to gain additional insight into the capabilities and experience of the Proposer.
- 3.25 PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.
- 3.26 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection.
- 3.27 QUANTITIES:** Knox County does not guarantee any quantity of services will be utilized under this solicitation. Services will be utilized on an as needed basis or as set forth in the contract.
- 3.28 REFERENCES:** Proposers must submit a list of three (3) references with which they have performed and placed this type of service within the last year. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Reference checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government as a reference. References shall be submitted on Attachment B of this RFP.
- 3.29 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.
- 3.30 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **May 10, 2021 at 4:30 p.m.** local time. No oral interpretation will be made to any proposer regarding the meaning of specifications. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable. Submit questions as noted in Section 1.1.

## SECTION IV SCOPE OF SERVICES

- 4.1 SCOPE:** The selected broker will work closely with the County's Benefit Services in analysis, preparation of underwriting submissions/specifications, marketing, program design and carrier selection. It is expected that the insurance broker will be actively involved to ensure the proper coverage for whatever the program may require. Also, it is expected that the broker will maintain contact with global insurance markets which are interested, available and qualified to provide medical related insurance services to the County. Risk Management services such as Workers Compensation, Property and Casualty are not included in this RFP.
- 4.2 DESCRIPTION OF SERVICES TO BE PROVIDED:** Please refer to Section V – Proposal Format for additional descriptions of the services to be provided. A brief summary is listed below:
- Monitor and analyze claims (pursuant to HIPAA requirements)
  - Monitor discounts and rebates, costs and trends of the current contracted plan administrators
  - Keep Knox County informed of each plan's performance through the year (expected to attend Insurance Committee meeting, approximately five (5) each year, depending on the year)
  - Advise and/or assist the County in future procurements of a Health Plan Administrator, Pharmacy Benefit Manager, Stop Loss Insurance, Employee Wellness Plan(s), Group Dental, Vision, Accidental Life and Causality Plans, and other employee benefit requests
- 4.3 AVAILABILITY:** The account executive and team assigned to the County are to be able to accommodate consultation on as-needed basis. Please offer information as to what can reasonably be expected for a turn-around time for phone calls and emails. Specifically advise as to who the County's first point of contact will be and the resume/qualifications of that person.
- 4.4 BACKGROUND INFORMATION:** For the employee benefit portion of this RFP, there are approximately 2,700 eligible employees. Around 2,300 employees participate for an approximate total of 4,800 individuals covered.
- 4.5 COMPENSATION:** In regards to Broker/Consultant compensation, it is Knox County's intent to comply with the laws and insurance regulations of Tennessee. While we prefer a fee basis of compensation, we recognize that Tennessee regulations, as well as insurer (and wholesaler) practices may make a fee only compensation strategy impractical or ill-advised depending on conditions. Proposals should be detailed and clear on the fee and/or commission structure proposed and a why/how that proposed structure is compliant with the State's insurance regulations. See Section V, Tab VI.
- 4.6 HIPAA COMPLIANCE:** The Vendor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) in the exchange of any and all medical records of employees and their family members. The vendor shall state in Section III how this compliance is assured.
- 4.7 INSURANCE PROPOSALS:** Prior to the execution of any policies, Contractor shall prepare a matrix of insurance Proposals received, to include an evaluation of coverage, limits and cost for the County's review. Knox County requests that no less than three (3) proposals for any type of coverage be submitted to the County for review. Submit recommendations no less than ninety (90) calendar days prior to the policy expiration dates. Please confirm that you can adhere to these dates or advise as to exceptions.
- 4.8 LOSS MANAGEMENT:** Assist the County in proper management of information regarding losses. Provide expert assistance in the settlement of major claims and losses. Serve as liaison between the County and the insurance carriers to assist in the timely and proper resolution of claims. Assist the County in periodic evaluation of claims handling and administration, and reserves for self-insured retentions. Comment and make recommendations regarding major losses incurred by the County during the previous and current policy periods.
- 4.9 MARKETING:** No less than one hundred-twenty (120) calendar days prior to renewal of individual coverage, meet with the County's Benefits Director to present a marketing report. This report is to provide the County with:
- current program evaluation; marketing timetable; ratings of markets to be approached; broker recommendations and reasons; and anticipated rates and premium. Organize the presentation of the risk financing plan and exposures to the appropriate markets. Review the presentation plan and documents with the County's Benefits Director for approval to proceed.

Advise the County on methods of optimizing and developing high-quality relationships with the markets as a trusted client. Negotiate best terms, rates and conditions. Monitor the financial condition of insurers, including their ability to pay claims promptly, and advise the County whenever any insurer is downgraded by any rating agency.

**4.10 NEGOTIATIONS:** The selected broker will work with the County's Benefits Director, to negotiate and purchase the following insurances (but not limited to the following): Self Insured Administration Services, Pharmacy Benefit Services, Vision Benefit Services, Dental Benefit Services, Stop Loss Insurance Services, COBRA Administration Services, Flexible Benefit Administration etc.

Provide the County with certain reports, at appropriate policy intervals, to include, but not limited to, the following: loss reports and loss prevention programs/recommendations; insurance market trends and outlook; and risk retention recommendations and philosophy.

**4.11 POLICY LANGUAGE:** Be responsible for verification of policy language, checking for: accuracy, appropriate form, compliance with requirements, proper application to risk, and client's intended needs as specified. Provide expertise in the interpretation and preparation of manuscript insurance policy forms and endorsements.

**4.12 POLICY DEVELOPMENT:** Support the County's efforts in continual development of Benefits Policies. This would include: presentation of industry standard practices; assistance in development of policies that support the goals of the County toward use of local resources; innovation in the design of benefits funding of the County toward the use of local resources; and assist in presentations to policy and decision making authorities. Inform the County of applicable Federal and State compliance legislation, legislative trends and issues, and necessary governmental filings.

**4.13 REPORTS:** The selected Broker/Consultant will produce a quarterly report within thirty (30) calendar days at the end of each quarter. The quarterly report will include at minimum per the County's claims, the discounts and rebates due the county, administrative fees paid, and developments and trends in the insurance markets.

## **SECTION V PROPOSAL FORMAT**

**PROPOSAL INFORMATION:** The following guidelines should be followed when responding to the Request for Proposals. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the Proposers. Knox County reserves the right to reject any submittal for failure to comply with the requested response specifications. We reserve the right to amend the Request for Proposals by addendum prior to the final date of Proposal submission.

- Proposals must be submitted in a spiral-bound or three-ring binder containing sections separated by tabs. Please submit one (1) marked as original and six (6) exact copies.
- Proposers must submit with their written response an exact electronic version of their proposal in a single file on a CD/DVD or flash drive. Page numbers should be placed on bottom center of pages.

### **TAB I COVER LETTER**

Include cover letter authorizing the submission of the proposal **signed** by the principal of the company.

### **TAB II VENDOR INFORMATION**

- Vendor Name
- Address, Telephone Number
- Primary contact person with direct email address and phone number
- Knox County Vendor Number
- Knox County Business License (if Applicable)
- Taxpayer Identification Number (EIN)
- State whether you will accept payment via credit card (VISA)
- Acknowledgement of Addenda (if applicable).

### **TAB III EXPERIENCE & QUALIFICATIONS (30 Points)**

Proposers must thoroughly address and respond to each item below:

- Provide a brief overview of your company including the organization's total number of years in business and the number of years providing Brokerage & Consulting Services to governmental entities.
- Experience of firm, particularly in reference to Contractor's Employee Benefits Division

- Please state HIPAA Compliance
- Number of employees (please include position categories)
  - Provide a comprehensive, categorized list of existing clients divided into three (3) categories:
    - Small (Ninety-nine (99) or less)
    - Medium (One hundred to four hundred and ninety-nine (499))
    - Large (Five hundred (500) and above)
- Identify the individual(s) who would be the account's direct contact(s) for administrative issues, questions, and resolution. Please include resumes of key personnel to be assigned to account and how many accounts they handle and of what size.
- Identify how many existing clients are handled on a Brokerage basis
- Identify how many existing clients are handled on a Consultant basis
- Identify relevant professional certifications and/or licenses

**TAB IV**

**DATA ANALYSIS & COMMUNICATION CAPABILITY (20 Points)**

Proposers must thoroughly address and respond to each item below:

- What resources are used to analyze medical and pharmacy claims?
- Explain the claims audit process, describe that is used (handled in-house or outsourced).
- Do clients have access to data for ad hoc queries?
- Describe your firm's analysis of providers, physicians, clinics, and hospitals (if one is used).
- Will your organization provide a wellness and preventative health analysis of our employees and claims experience?
- Please provide a sample report for any of the analyses which your firm provides that are mentioned in this section.

**TAB V**

**STRATEGIC PLANNING & VENDOR SELECTION CAPABILITY (20 Points)**

Proposers must thoroughly address and respond to each item below:

- List resources available to help Knox County manage benefits and outline a benefits strategy consistent with current and future business plans.
- List experience of assigned personnel in developed Requests for Proposal (RFP).
- Detail process of generating, evaluating and awarding RFP.
- How will you help us with the competitive marketing and placement of our plans, including development of marketing specifications, identification of market conditions, evaluation of proposals, negotiations, and placement of insurance contracts for annual renewals?
- Describe your process for "re-bidding."
- How are plan design changes handled?
- Compile a list of insurance companies, third party administrators, and other providers for which the consultant is an authorized agent, broker, or consultant
- Describe how your plan will save Knox County money and how your firm will demonstrate the savings
- Describe your review process for PPO discounts and include the criteria for recommending changes in network affiliations?
- How would your firm help us decide whether we should offer a cafeteria plan or a modified flexible program?
- What sort of benchmarking data can you provide?

**TAB VI**

**COST (20 Points)**

Proposed costs should be inclusive of all expenses and presented in the format outlined below:

- Describe your proposed form of compensation (commission, annual retainer, fee-for-service, etc.).
- If a fee is being proposed, include the fee schedule and rates.
- Clearly demonstrate how/why the proposed compensation structure is compliant with the State's insurance regulations.
- Note any possible additional fees or charges as no hidden fees not contained herein will be paid.
- Please use the attached **Cost Form (Attachment A)** to list rates.

NOTE: This tab shall only be included in the original document and the exact electronic version. Costs are to be submitted under separate cover from the other parts of the vendor's proposal. This tab will be reviewed after the other sections of the vendor's proposal have been reviewed and scored.

**TAB VII**

**REFERENCES (10 Points)**

Please provide three (3) relevant references as listed in Section 3.28 completed in the last year. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. **Attach the completed References Form (Attachment B)**

**TAB VIII**

**OTHER INFORMATION**

Proposers may include under this tab any other information deemed pertinent to this solicitation. Any copies of Licenses and/or Certifications may be included in this section.

**TAB IX**

**ATTACHMENTS**

Attach the completed Insurance Checklist (Attachment C)  
Attach the completed Non-collusion Affidavit (Attachment D)

**TAB X**

**EXCEPTIONS**

Proposers are to include any and all exceptions taken to this solicitation under this section. Do not mark through or otherwise alter the language of this RFP in your response.

**Failure to provide any of the above information may result in the provider being disqualified from this process.**

**Knox County requests that all submittals be concise and not include additional advertisement or other information not relative to the requirements of this Request for Proposals.**

**ATTACHMENT A  
KNOX COUNTY PROCUREMENT DIVISION  
COST  
REQUEST FOR PROPOSAL NUMBER 3048**

Vendor Name: \_\_\_\_\_

<b>Fee Schedule and Rates</b>	
<b>Service Type</b>	<b>Monthly Rate</b>
<b>Per Member</b>	\$
<b>Additional Benefits:</b>	\$
	\$
	\$
<b>Service Type</b>	<b>Yearly Rate</b>
	\$
	\$

Please feel free to add additional lines if needed.

**ATTACHMENT B  
KNOX COUNTY PROCUREMENT DIVISION  
REFERENCES  
REQUEST FOR PROPOSAL NUMBER 3048**

**Vendor Name:** \_\_\_\_\_

Proposers shall submit a list of three (3) projects of similar size completed in the last year. Each vendor is responsible for obtaining approval to submit and confirming that the contact information provided for each reference is accurate. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly. Do not list Knox County Government or Knox County Schools as a reference. Please attach in **TAB VII**.

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address (required): _____	Fax: _____
Project start date: _____	Project end date: _____
Size of Project: _____	Dollar Amount of Contract: \$ _____
Services Provided: _____	

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address (required): _____	Fax: _____
Project start date: _____	Project end date: _____
Size of Project: _____	Dollar Amount of Contract: \$ _____
Services Provided: _____	

Name of Firm: _____	
Contact Person: _____	Phone Number: _____
Email Address (required): _____	Fax: _____
Project start date: _____	Project end date: _____
Size of Project: _____	Dollar Amount of Contract: \$ _____
Services Provided: _____	

**ATTACHMENT C  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
REQUEST FOR PROPOSAL NUMBER 3048**

**THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND  
ITEMS 20 TO 25.**

REQUIRE	NUMBER	TYPE OF COVERAGE				COVERAGE LIMITS			
YES	1.	WORKERS COMPENSATION				STATUTORY LIMITS OF TENNESSEE			
NO	2.	EMPLOYERS LIABILITY				\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT			
NO	3.	AUTOMOBILE LIABILITY				COMBINE SINGLE LIMIT	\$1,000,000		
		<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)			(Per-Accident)			
						BODY INJURY (Per-Person)			
						BODY INJURY (Per-Accident)			
						PROPERTY DAMAGE (Per-Accident)			
YES	4.	COMMERCIAL GENERAL LIABILITY					LIMITS		
			CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR	EACH OCCURRENCE	\$ 1,000,000		
						FIRE LEGAL LIABILITY	\$ 100,000		
						MED EXP (Per person)	\$ 5,000		
		GEN'L AGGREGATE LIMITS APPLIES					PERSONAL & ADV INJURY	\$ 1,000,000	
			POLICY	<input checked="" type="checkbox"/>	PROJECT		LOC	GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	\$ 2,000,000
NO	5.	PREMISES/OPERATIONS				\$1,000,000 CSL BI/PD EACH OCCURRENCE			
NO	6.	INDEPENDENT CONTRACTOR				\$1,000,000 CSL BI/PD EACH OCCURRENCE			
NO	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)				\$1,000,000 CSL BI/PD EACH OCCURRENCE			
NO	8.	XCU COVERAGE				NOT TO BE EXCLUDED			
YES	9.	UMBRELLA LIABILITY COVERAGE				\$1,000,000			
		PROFESSIONAL LIABILITY							
NO	10.		ARCHITECTS & ENGINEERS			\$1,000,000 PER OCCURRENCE/CLAIM			
			ASBESTOS & REMOVAL			\$2,000,000 PER OCCURRENCE/CLAIM			
			LIABILITY MEDICAL			\$1,000,000 PER OCCURRENCE/CLAIM			
			MALPRACTICE			\$1,000,000 PER OCCURRENCE/CLAIM			
			MEDICAL PROFESSIONAL LIABILITY						
NO	11.	MISCELLANEOUS E & O				\$500,000 PER OCCURRENCE/CLAIM			
NO	12.	MOTOR CARRIER ACT ENDORSEMENT				\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED			
NO	13.	MOTOR CARGO INSURANCE							
NO	14.	GARAGE LIABILITY				\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER			
NO	15.	GARAGEKEEPER'S LIABILITY				\$500,000 COMPREHENSIVE \$500,000 COLLISION			
NO	16.	INLAND MARINE BAILEE'S INSURANCE				\$			
NO	17.	DISHONESTY BOND				\$			
NO	18.	BUILDERS RISK				PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER			
NO	19.	USL&H				FEDERAL STATUTORY LIMITS			

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.

22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto

23. Certificate of Insurance shall show the RFP number and title.

24. Other insurance required \_\_\_\_\_.

25. The Contractor agrees to save, defend, keep harmless, indemnify and pay on behalf of the County and all of its agents and employees (collectively the County) from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance of the Agreement terms on its obligations under the agreement.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Provider named below has advised the Provider of required coverage not provided through this Agency.

Agency Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_

Provider's Statement and Certification: If awarded the contract, I will comply with the contract insurance requirements.

Provider Name: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_

**ATTACHMENT D  
AFFIDAVIT OF COMPLIANCE  
WITH  
TENNESSEE CRIMINAL HISTORY RECORDS CHECK  
REQUEST FOR PROPOSAL NUMBER 3048**

**TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with bid by contractor)

I, \_\_\_\_\_, president or other principal

Officer of \_\_\_\_\_, swear or affirm that the  
Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE }  
COUNTY OF \_\_\_\_\_ }

Subscribed and sworn before me by \_\_\_\_\_,

President or principal officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_