

Informal Request for Proposals S-C00055-00007618
Columbia County Employee Benefit Insurance Services
EMPLOYEE BENEFIT AGENT-OF-RECORD

ISSUED: July 24, 2023

Notice is hereby given that Columbia County, through its Board of County Commissioners will receive proposals for employee benefit agent-of-record services through 5:00 p.m. on August 14, 2023. No Proposals will be considered after that time.

Columbia County is seeking a qualified employee benefit agent-of-record to request and obtain competitive quotes, on request, from the entire insurance market available to the County for all of the County's insurance needs related to employee benefits including, but not limited to, Workers' Compensation; health, dental, life and other types of employee benefits insurance; and flexible spending accounts. The selected agent-of-record will be required to work closely with the Human Resources Director to manage the solicitation and selection process in a timely manner in order to provide immediate and comprehensive coverage from reputable carriers at a competitive price beginning August 1, 2024, and thereafter upon request of the County. Upon request from and working closely with the Human Resources Director, the selected agent-of-record will provide the following:

1. Information and education on the health insurance industry and the options available to the County's labor-management Health Benefits Committee;
2. Options to coordinate the County's open enrollment process, required ACA tracking and reporting and coordination of options with the County's payroll processing provider, ADP;
3. Act as a liaison between the County and insurance carriers when necessary to manage insurance claims and insurance issues and research insurance issues upon request.

The selected agent-of-record must be able to work closely and cooperatively with Human Resources to manage carrier relations and contracts. Proposals will also be considered that provide intermittent services for employee benefits on a fee-for-service basis.

The selected agent-of-record will preferably have significant experience working with local governments in Oregon. The selected agent-of-record will be required to sign a Personal Services Contract, prepared by the Office of County Counsel. A sample contract, including the contract terms and conditions is attached to this RFP. The County seeks a contract with a five-year term.

Proposals should include the following:

1. A statement of the services proposed to be provided to include (at a minimum) how your firm will provide services identified above.
2. Provide a brief explanation of why your firm is qualified to provide employee benefit agent-of-record services to Columbia County

3. Identify the specific personnel who will be assigned to provide services pursuant to this RFP. For each of these persons, please provide a resume as an exhibit.
4. Provide a list of clients for whom you have provided employee benefit agent-of-record services during the past three years. List public and private sector clients separately.
5. Explain how your services have resulted in a financial savings for your clients.
6. Provide samples of the kinds of reports you would be preparing for Columbia County if selected as employee benefit agent-of-record.
7. Explain how your firm will be able to provide the immediacy of response and personal quality of service needed for a small local government.
8. State how your firm would propose to be compensated for providing employee benefit agent-of-record services.
9. Describe the associated services your firm will be able to offer Columbia County to assist the County's Human Resources Department and/or otherwise enhance our business processes with regard to employee benefits.
10. Certify that your firm will purchase and maintain for the duration of the contract the following levels of insurance:
 - a. \$2,000,000 commercial general liability
 - b. \$2,000,000 professional liability
11. Certify that your firm will accept the terms and conditions set forth in the sample contract. If changes are proposed, set forth the specific language change that will be requested.
12. State whether any portions of your proposal is confidential under federal or state law. Each page of the proposal that is deemed to be confidential must be clearly marked as such. The County will maintain confidentiality subject to the Oregon Public Records Act.

In awarding a contract the County will consider a proposer's particular capability, experience and capacity to perform the required services, including but not limited to performance history for other public and private clients; history of cost savings for clients; and compensation requirements. The County reserves the right to conduct interviews with all or select proposers. The County reserves the right to seek clarification of proposals and the right to negotiate a final contract which is in the best interests of the County.

Proposers may file a written protest or request for change of particular solicitation provisions, specifications, or contract terms and conditions no later than seven calendar days prior to the close of this Request for Proposal. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation. No protests will be considered after the deadline established for submitting the protest.

This Request for Proposals is issued under the Columbia County Personal Services Contracting Rules; Order No. 38-2006, as amended. Proposals are to be sent to Carrie Garcia, Director of Human Resources at 230 Strand Street, St. Helens, Oregon 97051 by no later than **5:00 p.m. on August 14, 2023**. Three copies shall be provided if hard copy submissions are provided. Electronic submissions will be received at carrie.garcia@columbiacountyor.gov.

The Board of Columbia County Commissioners reserves the right to reject any and all proposals not in compliance with this notice and may reject for good cause any and all proposals upon a

finding that it is in the public interest to do so. The County reserves the right to cancel this RFP, if doing so would be in the public interest. The County reserves the right to waive any and all informalities if in the public interest.

Proposers who respond to this RFP do so at their own cost and expense, and under no circumstances will the County be responsible for those costs and expenses. Proposers shall use recyclable materials to the maximum extent possible in the submission of a proposal.

Questions about this Request for Proposals and protests/requests for changes shall be directed to Carrie Garcia, Columbia County Director of Human Resources at 503-397-7264 or carrie.garcia@columbiacountyor.gov.

SAMPLE CONTRACT

PERSONAL SERVICES CONTRACT BY AND BETWEEN COLUMBIA COUNTY AND

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the date last signed, below. Services will commence October 1, 2023.
2. Completion Date/Term. The initial term of this Agreement shall end September 30, 2024. However, in the County's sole discretion, the County may extend the term of this contract for up to four additional one-year terms upon written notice to the Contractor.
3. Contractor's Services. Contractor agrees to provide the Employee Benefit services described in the County's Request for Proposals which is attached hereto as Exhibit "A", and is incorporated herein by the reference, and as set forth in Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "B" and incorporated herein by this reference. In case of conflict between the Request for Proposals, Contractor's Proposal, and this Agreement, this Agreement shall control, followed by the RFP, and Contractor's Proposal, in that order.
4. Consideration. In lieu of commission, County shall pay Contractor on an annual fee for service basis, an amount not to exceed XXXX for the initial term. For each remaining term County shall pay Contractor on an annual fee for service basis an amount

not to exceed \$XXXX. Any commission earned on employer-paid benefit plans will be subtracted from the annual fee paid to Contractor. The payments described herein shall be the complete compensation to Contractor for the services performed under this Agreement. The fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made quarterly. This Agreement is subject to appropriation of funds by County, and/or the receipt of funds from State and Federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.

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5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY:

FOR CONTRACTOR:

Carrie Garcia
Finance Director
Columbia County
230 Strand
St. Helens, Oregon 97051
503-397-7264

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All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of

direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

C. Contractor shall pay Contractor's employees who work under this Agreement at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

D. Contractor shall notify in writing employees who work on this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279B.235 (2)]

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, marital status, handicap, age, or any other characteristic protected by law, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

12. Tax Law Compliance Warranty and Covenant. As required by ORS 279B.045., Contractor represents and warrants that Contractor has complied with the tax laws of this state and political subdivisions of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

13. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or

corporation without the express written permission of the County, except as provided in Contractor's Proposal.

14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

15. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

16. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall maintain errors and omissions insurance in an amount not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall include a statement by the insurer that County shall be given no less than thirty (30) days advance written notification if the policy is going to expire, be terminated, cancelled or modified in any material way. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor shall notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be cancelled, not renewed or modified in any material way.

17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate the contract, with cause, upon thirty (30) days advance written notice delivered by registered or certified mail, or in person, to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

A. If Contractor fails to perform the work in a manner satisfactory to County.

B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all

costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed. The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

18. Time of the Essence. The parties agree that time is of the essence in this Agreement.

19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

20. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

22. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

23. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

24. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

25. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

26. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING ITS EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL

BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:

By: _____

Name: _____

Date: _____

Approved as to form

By: _____
Office of County Counsel

COUNTY:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Casey Garrett, Chair

By: _____
Kellie Jo Smith, Commissioner

By: _____
Margaret Magruder, Commissioner

Date: _____