



REQUEST for PROPOSAL #874
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, OCTOBER 18, 2023
DUE DATE: WEDNESDAY, NOVEMBER 15, 2023 by 1:30 pm

Request for Proposal for:

BENEFITS CONSULTANT

SUBMIT:

One (1) Original
Four (4) Complete Copies

of the Proposal to:

<u>Shipping Method of your Choice or Hand Delivery</u>	<u>United States Postal Service</u>
Clark County ATTN: Office of Purchasing 1300 Franklin Street, 6 th Floor, Suite 650 Vancouver WA 98660 564-397-2323	Clark County ATTN: Office of Purchasing PO Box 5000 Vancouver WA 98666-5000 564-397-2323

Office Hours: 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

No electronic submissions.

****Proposals must be delivered to the Purchasing office – No Exceptions**

****Proposals must be date and time stamped by Purchasing staff by 1:30 pm on due date.**

****Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name**

Refer Questions to Project Manager:

Amie Johnson
Sr. HR Rep / Human Resources
Amie.Johnson@clark.wa.gov
564-397-2465

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALITY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List

<https://clark.wa.gov/sites/default/files/dept/files/general-services/Purchasing/ERP%20Policy.pdf>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

ACCEPTANCE or REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE - The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office: V: 564-397-2322
ADA@clark.wa.gov

Request for Proposals

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Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>The purpose of this RFP is to solicit offers from the consultant community for services in support of Clark County’s employee health and benefits programs with the effective date of March 1, 2024. Such services will include, but not be limited to the:</p> <ol style="list-style-type: none"> 1) Reviewing and advising on appropriate insurance coverage, vendor contracts and evidence of coverage; 2) Placement and management of insurance plans and services, including implementation and migration of plans; 3) Issuance of requests for proposals, as required; 4) Providing of benefits customer support and employee support services; 5) Participating in benefits committee and review meetings; 6) Coordinating with other benefits service providers, acting as a liaison and an advocate for the county with insurance companies; 7) Developing and producing communications materials, and 8) Advising the county on current and future federal, state and local mandated regulations. <p>If your company contact details <i>are not</i> on the Plan Holder List at https://clark.wa.gov/internal-services/request-proposal-1 Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p> <p>Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers’ option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this proposal will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.</p>
2. Background	<p>Clark County offers benefits to about 1800 eligible employees under collective bargaining agreements with twelve established unions and guilds. Since 2002, Clark County has worked with a Health Care Committee established by a Memorandum of Understanding (MOU) to address the cost and design of healthcare benefits.</p> <p>The committee is responsible for plan design, and actively participates in review of plans’ utilization and cost, trends in health care design and delivery, and evaluating alternative methods of providing coverage. In addition, the county provides benefits to the Sheriff’s Department covered under three different bargaining contracts as well as 6 other public affiliated agencies. The county self-administers COBRA and retiree services.</p> <p>The last RFP for a Benefits Consultant was done in 2018.</p>

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	<p>Coverage: <i>Health Insurance:</i> The county offers medical insurance through Regence and Kaiser and employees choose either a traditional or HDHP/HSA plan from either carrier. Dental options are Delta Dental or Kaiser Dental. Vision coverage is available through either VSP or Kaiser. The cost split between employees and the County is spelled out in the MOU.</p> <p><i>Flexible Spending Accounts:</i> Approximately 360 employees participate in the health care and dependent care flexible spending account programs offered by the county.</p> <p><i>Health Savings Accounts:</i> Approximately 120 employees participate in the health savings account offered by the county. Employer contributions are \$20.83 for single or \$41.67 for family coverage per pay period.</p> <p><i>Group Term Life and AD&D Insurance:</i> The County provides company paid group life insurance and group AD&D coverage. Supplemental life and AD&D coverage is available for employees to purchase.</p> <p><i>Long Term Disability Insurance:</i> The County provides company paid Long Term Disability insurance. LTD Buy-up is available for employees to purchase.</p> <p><i>Employee Assistance Program:</i> The County provides company paid EAP services.</p> <p>Employee Eligibility: Full time employees for benefits purposes work in budgeted positions of 30 or more hours per week. Regular part-time employees working between 20 – 29 hours per week are eligible for health insurance and receive a pro-rated employer contribution toward the cost of medical and dental coverage.</p> <p>Dependent Eligibility: Eligible dependents include legal spouse, domestic partner, natural and adopted children, stepchildren, domestic partner children, and child for whom the employee has legal guardianship.</p> <p>Retiree Eligibility: Clark County provides benefits for retirees who are:</p> <ol style="list-style-type: none"> 1) Eligible to retire under the Washington State PERS or PSERS plans. These retirees may continue medical coverage only for themselves and eligible dependents by paying the full cost of coverage. Available plans are through Kaiser or Regence, and differ from the active group plans; 2) LEOFF I Retirees from Law Enforcement, who are provided county paid medical and dental insurance throughout their lifetime as mandated by Washington State. Eligible dependents may be covered by the retiree paying the full cost of dependent’s coverage.
3. Scope of Project	<p>Clark County invites proposals from qualified benefits broker/consultants to serve as agent of record and consultant for employee benefits programs. These programs include, but are not limited to a fully-insured and self-insured medical and dental plans, vision, life, disability and flexible spending accounts. The successful proposer will be expected to be a proactive partner with Clark County by taking the initiative to suggest current and future strategies.</p>
4. Project Funding	<p>Allocation of funds for this RFP will be established based on the funds requested in the selected proposal.</p> <p>Title VI Statements Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement,</p>

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	<p>disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p>																		
<p>5. Timeline for Selection</p>	<p>The following dates are the intended timeline:</p> <table border="1" data-bbox="423 646 1513 1205"> <tr> <td>RFP Release Date</td> <td>October 18, 2023</td> </tr> <tr> <td>Bidder Questions Due</td> <td>October 25, 2023</td> </tr> <tr> <td>Responses to Questions Released</td> <td>November 1, 2023</td> </tr> <tr> <td>Bidder Proposals Due</td> <td>November 15, 2023</td> </tr> <tr> <td>Finalist Meetings</td> <td>December 4 - 15, 2023</td> </tr> <tr> <td>Decision</td> <td>December 18 - 22, 2023</td> </tr> <tr> <td>Notifications</td> <td>December 25 - 29, 2023</td> </tr> <tr> <td>Implementation</td> <td>January - February, 2024</td> </tr> <tr> <td>Contract Effective Date</td> <td>March 1, 2024</td> </tr> </table>	RFP Release Date	October 18, 2023	Bidder Questions Due	October 25, 2023	Responses to Questions Released	November 1, 2023	Bidder Proposals Due	November 15, 2023	Finalist Meetings	December 4 - 15, 2023	Decision	December 18 - 22, 2023	Notifications	December 25 - 29, 2023	Implementation	January - February, 2024	Contract Effective Date	March 1, 2024
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<p>6. Employment Verification</p>	<p>To be considered responsive to this formal Clark County RFP, all proposers shall submit before, include with their response or within 48 hours after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employees hired after the date of the MOU. The status report shall be directed to the county project manager at the end of the contract, or annually, whichever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify</p> <p>How to submit the MOU in advance of the submittal date:</p> <ol style="list-style-type: none"> 1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or; 2. E-mail: koni.odell@clark.wa.gov or priscilla.ricci@clark.wa.gov <p><i>Note : Sole Proprietors shall submit a letter stating exempt.</i></p>																		

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Section IB	Work Requirements
1. Required Services	<p>The Agent of record, benefits broker or consultant, is responsible for assisting the county with the marketing, evaluation, and service delivery of health, life, disability, flexible spending account plans, and other voluntary benefit programs. The broker/consultant will assist the county in long range strategic planning for, and analysis of, all employee benefit programs excluding deferred compensation and retirement programs. Examples of work include:</p> <ul style="list-style-type: none"> • Advise and assist in reviewing the Clark County Employee Benefits Program on a continuing basis to ensure that the plans are in compliance with federal and state requirements. • Provide notification on pending or new legislation and regulatory updates in a timely manner. Advise county staff of potential consequences of such legislation and assist with implementation of required changes to assure compliance. • Advise Clark County of market and like business benefit trends in SW Washington/Portland, Oregon region or as applicable, nationally. Recommend appropriate action to be taken by the county employee benefits program. Recommend alternative benefit designs or delivery systems as dictated by emerging plan costs or benefit practices. • Advise and assist the county with writing plan modifications and new plans; assisting in the amendment approval process; and submitting written reports and other documents as required by the Federal Government. • Advise and assist in the preparation, development, and evaluation of "Request for Proposals" for products necessary to implement the benefits plans. • Communicate and negotiate with insurance carriers and benefits-related service organizations on behalf of the county, including providing county information pertinent to underwriting and procurement of data held by such carriers or organization on the county's behalf. Advise the county on insurance purchase and service delivery. • Implement and manage performance guarantees with contracted insurance carriers to ensure the county receives the best value and service for the premiums. • Conduct annual insurance renewals. Annually submit actuarial data to the carriers, present options on coverage and premiums, with recommendations. The county's annual renewals require work for separate groups, which include the Healthcare Committee groups, and the Deputy, Corrections, Sheriff's Administrators, and PERS Retiree plans. Reporting, analysis, and consulting services are performed for each of these groups separately, and combined as necessary. • Ensure that the county is in compliance with all legal requirements by processing contracts and amendments, preparing changes to summary plan descriptions and plan documents ensuring accuracy and consistency. • Provide any necessary actuarial services including projecting funding needs for upcoming plan years. • Maintain records of financial and claims experience, condition and progress of Clark County plans, and provide quarterly reports. • Review all benefit services for technical accuracy. • Assist the county benefits program to develop communication materials. Help coordinate the design and editing of those materials, and give advice and

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recommendations when necessary and appropriate.

- Be available for meetings as required. Provide a back-up service person who is knowledgeable about the county's benefits programs.
- Perform special projects as requested by the county. For example:
 - Develop and assist in the implementation of new insurance plans
 - Advise the county in contract negotiations and renewals
 - Assist with special employee communication projects, which may result from legislative or regulatory changes
 - Prepare special reports showing claims experience
- Provide assistance with the resolution of difficult claims and billing issues, contract and benefit plan interpretation, and vendor performance issues.
- Assist the employee healthcare committee by preparing and presenting background and cost issues including funding alternatives, analyses, competitive data, recommendations and other information as requested. Attend meetings of the committee lasting approximately 1 – 3 hours, or as needed.
- Assist the county in achieving short-term and long-term benefits program goals.
- Provide current financial, claims experience, and trend reports to the county on a quarterly basis. Provide an annual report of experience, utilization, trend and other relevant data including a comparison and analysis of current results to prior years.
- Be responsible for maintaining the confidentiality of Clark County's records and data, which cannot be sold, shared, or otherwise disclosed to other organizations or individuals without written permission from Clark County.
- Assist the county with the development of performance guarantees relating to vendors' performance of services to the county and the healthcare committee. Evaluate the performance of vendors.
- Understand and agree that no quantity of service is guaranteed under the contract and that Clark County does not guarantee that the contractor's services will be utilized to any specific degree.

MINIMUM QUALIFICATIONS

- Have at least ten (10) years continuous experience, with the same Federal Employer Identification Number, providing employee health benefit consulting services, similar in scope as described in the RFP.
- Must be an independent consulting firm and not affiliated with any insurance company, third party administration agency, or insurance provider network.
- Have never filed for bankruptcy, be in sound financial condition, have no record of civil litigation or pending lawsuits involving criminal activities of a moral turpitude, and shall not have conflicts of interest with Clark County.

PROGRAM DESIGN and MARKETING

- Identify and analyze alternative benefit strategies and plans.
- Assist in the development of long-range goals and strategies for the employee benefits program.
- Assist in design of alternative health plans, and/or strategies, to provide cost savings while retaining quality options for employees.

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- Assist with any government and/or IRS filing as needed in connection with the annual renewal process and/or implementation of existing or new services, as necessary.
- Create and implement a seamless transition plan.
- Offer options and recommendations on program design.
- Interview potential vendors.
- Prepare Request for Proposals, submit to carriers and follow up.
- Provide analysis of marketing efforts.
- Assist with placement of coverage with selected vendors.

FINANCIAL ANALYSIS

- Track participation and costs by month and by coverage.
- Compare annual claim utilization to prior years as well as industry standard.
- Provide quarterly financial reports that separate costs versus budget.
- Annually summarize key medical utilization statistics in conjunction with the strategic planning process for subsequent years.
- Analyze, review, and negotiate renewals with insurance carriers.
- After close of the plan year, present a full historical analysis of costs and utilization from previous years.
- Project cash flow impact of funding alternatives and plan design options.
- Review and summarize annual demographic changes. Review demographics after each open enrollment and identify likely cost impact.
- Assist with and participate in annual open enrollment activities.
- Analyze and compare employee contributions to normative data.
- Assist in developing contribution strategy for the future.
- Provide financial exhibits for union negotiations such as comparisons with other counties, 5-year cost projections of existing plan as well as potential plan changes, etc.
- Adhere to and provide verification of all compliance requirements including Creditable Coverage and PCORI fee calculations.

ACCOUNT MANAGEMENT

- Provide on-going, continual day-to-day account management services to a defined service level agreement.
- Assist with claim and/or eligibility issues, including assigning personnel to assist with employee specific claim disputes.
- Provide training for HR Leadership, as needed, or as directed.

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	<ul style="list-style-type: none"> • Review documents such as SPDs, plan documents, benefit highlight sheets and vendor contracts. • Act as a liaison between Clark County and its vendors. • Provide coverage summaries including key contacts for each benefit, rate summaries and benefit program highlights. • Arrange meetings with vendors, whether it is for the vendor to come to our office to work out problems, or for us to tour their facilities to meet customer service team dealing with our employees, provide better understanding of how they service our employees, learn of new programs or options available with that vendor, etc. • Work as an extension of Clark County thereby eliminating the need for additional staffing.
<p>2. County Performed Work</p>	<p>The county understands that we have an obligation to partner with vendors that provide the best service for our employees at a competitive price. We have taken the steps to prepare and release this request to fulfil this obligation. In addition, we have identified a panel of employee representatives that are qualified to review the proposals we receive and choose the most qualified vendor that meets our needs.</p>
<p>3. Deliverables & Schedule</p>	<p>The implementation schedule will be finalized with the successful consultant for a March 1, 2024 effective date.</p>
<p>4. Place of Performance</p>	<p>Contract performance may take place in the County's facility, the Proposer's facility, a third-party location or any combination thereof.</p>
<p>5. Period of Performance</p>	<p>A contract awarded as a result of this RFP will be for a minimum of three (3) years and is intended to begin on March 1, 2024 and end February 28, 2027.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of three (3) additional years, in one (1) year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.</p> <p>Compensation rates for additional option year(s) shall be reviewed prior to extension of the contract. The county also reserves the right to terminate the contract, with thirty (30) days written notice, at any time if the requirements of the contract are not being met satisfactorily, solely in the county's judgment.</p>
<p>6. Prevailing Wage Applicable to all public work as defined in RCW 39.04.010(4) Public Works Definition</p>	<p>Pursuant to Washington State RCW 39.12 PREVAILING WAGES ON PUBLIC WORKS all work identified in this project as a public work requires the contractor to pay Washington State prevailing wages and file all affidavits of intent to pay with the WA State Dept of Labor & Industries.</p> <p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350 BIDDER RESPONSIBILITY CRITERIA – SWORN STATEMENT – SUPPLEMENTAL CRITERIA.</p>

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	<p>For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p>http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>
<p>7. Debarred/Suspended</p>	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>
<p>8. Americans with Disabilities Act (ADA) Information</p>	<p>Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing ADA@clark.wa.gov or by calling 564-397-2322.</p>
<p>9. Public Disclosure</p>	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p> <p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>
<p>10. Insurance/Bond</p>	<p>A. Waiver of Subrogation</p> <p>All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p>

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B. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

C. Worker's Compensation

As required by the industrial insurance laws of the State of Washington.

D. Automobile

If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.

E. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of \$2,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$2,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.

F. Professional Liability (aka Errors and Omissions)

The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.

G. Umbrella Liability Coverage

Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.

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	<p>H. Additional Insured Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
11. Plan Holders List	<p>All proposers are required to be listed on the plan holders list.</p> <p>✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:</p> <p>To view the Plan Holders List, please click on the link below or copy and paste into your browser. Clark County RFP site: https://clark.wa.gov/internal-services/purchasing-overview</p> <ul style="list-style-type: none">• If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.• Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

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Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	There are no plans to hold a pre-submittal meeting or site visit for this project.
2. Proposal Clarification	<p>Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is October 25, 2023 by 5:00 pm PDT.</p> <p>An addendum will be issued no later than November 1, 2023 to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.</p> <p>Clark County RFP site: https://clark.wa.gov/internal-services/request-proposal-1</p>
Section IIB	Proposal Submission
1. Proposals Due	<p>Sealed proposals must be received no later than the date, time and location specified on the cover of this document.</p> <p>The outside of the envelope/package shall clearly identify:</p> <ol style="list-style-type: none"> 1. RFP Number and; 2. TITLE and; 3. Name and Address of the Proposer. <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.</p>
2. Proposal	<p>Proposals must be clear, succinct and not exceed fifty (50) pages, excluding resumes, E-Verify, coversheet and debarment form. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p> <p>For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p> <p>The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p>

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	<p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, may be included with each copy unless otherwise specified.</p>
Section IIC	Proposal Content
1. Cover Sheet	This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A
2. Project Team	Specify the proposed structure of the account management and customer service support functions.
3. Management Approach	Provide an implementation timeline and accompanying documents to identify a communication strategy and tools for use during initial education and open enrollment period.
4. Respondent's Capabilities	Respond to the attached questionnaire. Include any additional information about capabilities, including participant education, in your proposal.
5. Project Approach and Understanding	We will defer to the proposal and responses to the RFP questions.
6. Proposed Cost	<p>Proposals should be quoted on a flat fee per month basis.</p> <p>Any fees that are separate from the administration costs, including monthly minimums, renewal or implementation fees, etc. should be clearly listed and defined in the proposal.</p>
7. Employment Verification	<p>Please refer to section 1A.6. – E-Verify</p> <p>IMPORTANT NOTE: Include this portion of the response immediately AFTER the cover page, if not already on file with Clark County. Current vendors on file can be viewed at: https://clark.wa.gov/internal-services/purchasing-overview</p>

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Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection												
1. Evaluation and Selection:	Proposals received in response to this RFP will be evaluated by a Review Committee. The Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Council.												
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p>A one hundred (100) point system will be used, weighted against the following criteria:</p> <table border="1" data-bbox="402 653 1421 1087"> <tr> <td>Proposal's demonstrated approach to fully meet terms/conditions of RFP and strategy to fully meet Work Requirements</td> <td>30</td> </tr> <tr> <td>Ability to demonstrate history of negotiated rates and benefits</td> <td>20</td> </tr> <tr> <td>Demonstrated technical and service-oriented expertise and availability of specific personnel assigned to the contract</td> <td>20</td> </tr> <tr> <td>Cost proposal is complete, clear, and priced competitively</td> <td>20</td> </tr> <tr> <td>Strength of References from organizations similar to Clark County</td> <td>10</td> </tr> <tr> <td style="text-align: right;">Total Points</td> <td>100</td> </tr> </table>	Proposal's demonstrated approach to fully meet terms/conditions of RFP and strategy to fully meet Work Requirements	30	Ability to demonstrate history of negotiated rates and benefits	20	Demonstrated technical and service-oriented expertise and availability of specific personnel assigned to the contract	20	Cost proposal is complete, clear, and priced competitively	20	Strength of References from organizations similar to Clark County	10	Total Points	100
Proposal's demonstrated approach to fully meet terms/conditions of RFP and strategy to fully meet Work Requirements	30												
Ability to demonstrate history of negotiated rates and benefits	20												
Demonstrated technical and service-oriented expertise and availability of specific personnel assigned to the contract	20												
Cost proposal is complete, clear, and priced competitively	20												
Strength of References from organizations similar to Clark County	10												
Total Points	100												
Section IIIB	Contract Award												
1. Consultant Selection	<p>The County will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.</p> <p>Clark County reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP. Clark County reserves the right to award the contract based on the best interests of the County.</p>												
2. Contract Development	The proposal and all responses provided by the successful Proposer may become a part of the final contract.												
3. Award Review	The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov .												
4. Orientation/Kick-off Meeting	Each vendor is expected to provide an implementation plan with their proposal and/or during the finalist interview. The vendor is responsible for initiating and driving the implementation to ensure activities are completed before the effective date.												

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Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm _____

Street Address _____ City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____

Email Address _____

Tax Identification Number _____

ADDENDUM:

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None 1 2 3 4 5 6

NOTE: Failure to do so, shall render the proposer non-responsive and therefore be rejected.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council and required approvals.

Authorized Signature of Proposing Firm

Date

Printed Name

Title

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Benefits Consultant**

Attachment B: LETTER OF INTEREST

Legal Name of Applicant Agency _____

Street Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____

Email Address _____

- All proposers are required to be included on the plan holders list.
- If your organization is NOT listed, submit the 'Letter of Interest' to ensure your inclusion.

Email Letter of Interest to: Koni.Odell@clark.wa.gov and Priscilla.Ricci@clark.wa.gov

Clark County web link: <https://clark.wa.gov/internal-services/request-proposal-1>

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

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Attachment C



Clark County, Washington

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Company Name

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

QUESTIONNAIRE

Proposers should fully answer each question. Additional material relating to the ability to perform the assignment may be included.

1. Confirm that you are a licensed broker/consultant in good standing in the states of Washington and Oregon. Provide documentation.
2. Confirm that you serve as a broker/consultant independently, and are not affiliated with any insurance company, third party administrative agency, or provider network.
3. Describe your company's organization, philosophy, management, and provide a brief history. Describe your contractual relationship, if any, with organizations necessary to your proposal's implementation (e.g. actuarial services or data information services).
4. How long has your organization been providing consulting services?
5. Provide the name(s) of the consultant(s) to perform the work for Clark County with a brief statement as to their qualifications including experience, licensing, and certifications.
6. How many clients are assigned to each consultant? How many clients does your office service? How many are public sector clients?
7. Describe your organization's ability to perform the requirements of the contract, indicating what work will be completed by your local office, other entities of your firm, and third-party providers.
8. Describe your experience working with employee committees responsible for benefits oversight and recommendations, and in particular your experience working with union represented employees.
9. What makes your organization different from other organizations that may submit proposals for this RFP?
10. Services:
 - Describe your firm's experience in key areas such as self-funding, pharmacy benefit management, working with HMO plans.
 - Describe your process for ensuring client satisfaction with your services including, but not limited to, the use of service level agreements, surveys, etc.
 - Describe your capabilities in ongoing plan performance monitoring, plan performance forecasting, claims experience analysis, benchmarking, and reporting. Please provide us with sample reports that you have prepared for another client.
 - Does your firm regularly perform analysis of claims experience to identify themes and make recommendations to clients/the benefit vendors to help minimize risk?
 - Provide an example of how you performed an analysis and made a recommendation based on the data.
 - Do you have in-house underwriting experts? What is the underwriting expertise to verify carrier renewal requests?
 - Do you have in-house data experts? What analytical tools does your firm use, and what (if any) analytical tools are available to clients? Do these tools allow you to perform plan modeling to see how adjustments to cost sharing/other plan design changes could impact our plans/utilization/cost

11. Describe significant cost-containment or cost- saving programs you have recommended and/or implemented for a large employer in the past five years.
12. Indicate which of the following areas your firm provides services in:
 - Health insurance
 - Life insurance
 - Long-term disability insurance
 - Flexible benefits
 - Pre-Medicare and Medicare Retiree benefit design
 - Actuarial analysis
 - Underwriting
 - Employee communications
 - Health claims administration
 - Health claims audits
13. Describe your firm's expertise and experience in the areas listed. If applicable, please describe methodology used to accomplish the task as well as describe the resulting work product.
 - Actuarial and underwriting services
 - General employee benefit plan design and financing
 - Assistance with making plan modifications to meet employer requirements or needs
 - Advise clients if your firm has made an error or omission
 - Work in a diverse, multi-cultural environment
14. Describe your organization's experience with organizations similar to Clark County, especially similar-sized public sector organizations in Washington with multiple bargaining units.
15. Detail your ability to monitor regulatory and legislative developments at both the state and federal level, and how you will communicate and/or implement these with Clark County.
16. Does your organization publish newsletters and other informative publications that are routinely provided to your clients? Have you prepared reviews of topics related to the health and life insurance fields that are routinely provided to your clients? Provide sample copies.
17. Provide examples of communication materials developed by your organization for use in clients' health benefit communication campaigns.
18. Is there any reason you are unable to do business with our current providers?
19. Provide an outline of a transition plan from an existing broker to your firm.
20. List three (3) current clients for whom you provide services related to health plan analysis and design. For each, specify the type of work performed by your company, the size of the client, and period of time retained as a client. For each, provide the name, title, address, phone number, and email address of the person the county may contact to provide a reference.
21. Fee Proposal
 - Provide a concise statement of the services proposed.
 - Provide annual fee or base PEPM rate with minimum and maximums. Must exclude and be net of commissions. Commissions and overrides received by the Consultant in connection with Clark County's account are not permitted.
 - Provide example of reporting and billing statements to support the work performed.
 - For what time period will your organization guarantee rates, fees, and services?

SAMPLE CONTRACT ONLY

Clark County, Washington

Contract Name

(For example Contract for Analysis of Rural Land Bank Potential with Jones Consulting)

Solicitation No. _____

*(the Purchase Order in Workday, or the name and number of your bid/small works quote/rfp
(i.e. Rural Land Bank RFP 674))*

THIS CONTRACT, entered this _____ day of _____ YEAR, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and (***)Insert Vendor Name), after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive process by the County (RFP # XXX/or appropriate procurement method)) and has the expertise to provide services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning (insert beginning date) and ending (insert ending date). These dates must be the same you put inside your RFP. Are there extensions available? They must be listed here also, and they must be the same a you listed in your RFP.
3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event

may the amount billing exceed (the dollar amount in Exhibit "B") without prior approval of the County.

4. Termination. The County may terminate this Contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause upon ninety (90) days prior written notice. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. Within fourteen (14) days of any termination the Contractor will provide all work products and working documents developed within the effective term of the contract.

5. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its

officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

7. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this Contract, Exhibit A, a scope of work which consists of a proposal based on (bid, quote, RFP & #, (i.e. RFP #675), and Exhibit B, budget documents. (add in additional Exhibits if needed). If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status or national origin.

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.

12. Public Records Act: Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/**Department of ?**.

13. Governing Law. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in accordance with RCW 36.01.050.

14. Confidentiality. With respect to all information relating to County that is confidential

and clearly so designated, the Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it or shall perform services as an independent contractor with it, in the performance of this contract.

16. Liability Insurance. The contractor specifically confirms and warrants that it has errors and omissions liability insurance with minimum limits of \$500,000 per occurrence and in the aggregate for each one-year period. Failure to provide proof of insurance within three (3) business days upon demand by the County is agreed by both parties to be a material breach of his Contract and may result in termination of this Contract pursuant to Paragraph four (4) above.

17. Consent and Understanding. This Contract contains a complete and integrated understanding of the Agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

18. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this Contract on the date first above written.

Signatory blocks, use the signatories that apply based on the size of the contract and

funding sources and your department.

County Manager signature block

CLARK COUNTY

(COMPANY – INC, LLC, CORP, ETC)

, County Manager

By

Printed Name

Approved As To Form Only:
ANTHONY F. GOLIK
Prosecuting Attorney

Title

By _____
Deputy Civil Prosecutor

County Council signature block IF NEEDED

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Council

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney

By _____
Deputy Civil Prosecutor

By: _____
, Chair

By: _____
, Councilor

By: _____
, Councilor

By: _____
, Councilor

By: _____
, Councilor