



WASHINGTON COUNTY ARKANSAS
280N. College Avenue
Fayetteville, AR 72701

REQUEST FOR PROPOSAL

RFP #2010-09 LIFE/ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

DUE IN BY and OPENED at 2:00 P.M., on FRIDAY, OCTOBER 22, 2010,
 All bids are due in at the Washington County Courthouse, 280 N. College Ave., Suite 533,
 Fayetteville, AR 72701

CONTACT. For bidding information contact the Purchasing Dept. at 479/444-1707 or 1669

Washington County is requesting proposals from qualified vendors to meet or exceed the county's existing Life/AD&D Insurance.

RFP's shall be submitted in sealed envelopes labeled "RFP 10-09 LIFE/AD&D Ins." with the name and address of the respondent. If the envelope is not identified properly it will be opened and the proposal enclosed therein will not be considered or counted in the tabulation.

Upon opening only the respondents to this RFP will be publicly identified. No other information regarding the proposals will be divulged until a contract is awarded by the County.

Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

Washington County is one of the largest counties in Arkansas estimated population 194,292 as of 2007. Our current full time employee population is approximately 552. We also utilize temporary, part-time, and contract employees.

For Evaluation purposes we request that you submit one (1) Original and four (4) Copies of your bid.

The undersigned purposes to meet or exceed all specifications as outlined herein, and certifies that he/she has read and agrees to the requirements set forth in the specifications, and general conditions of the proposal, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Respondent and the County. Unsigned proposals will be rejected - no exceptions.

NAME OF FIRM:		PHONE NUMBER:	FAX NUMBER:	
BUSINESS ADDRESS, STREETS:		CITY:	STATE:	ZIP
SIGNATURE OF AUTHORIZED PERSON:			DATE:	
PRINTED OR TYPED NAME:		TITLE:		
EMAIL ADDRESS: _____				

TERMS AND STANDARD CONDITIONS
PLEASE READ CAREFULLY

1. When submitting a "Bid or Proposal", the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified.
2. Sales or use tax is not to be shown in bid price but is to be added by the vendor to the invoice billing to the County. The County is not exempt from Arkansas Sales and Use Tax. Vendors are to register and pay both taxes directly to the Arkansas State Revenue Dept.
3. Identical Proposals: In the event of two or more identical low bids, Arkansas Code Annotated Section 14-22-111 shall apply.
4. Specifications furnished with this " Bid or Proposal " are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product and/or service available at the lowest possible price.
5. The Purchasing Department reserves the right to award items, all or none, or by line item(s).
6. Quality, time and probability of performance may be factors in making an award.
7. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
8. Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the bidder with specification, instructions and all conditions of bidding shall be construed in the light most favorable to the County.
9. When noted, the Vendor is to supply Washington County with evidence of having and maintaining proper and complete insurance, specifically Worker's Compensation in accordance with the laws of the State of Arkansas, public liability and property damage. All premiums and costs shall be paid by the Contractor. In no way will the County be responsible in case of accident.
10. When noted, a certified check, letter of credit or bid bond in the amount of 5% of the total bid shall accompany bid.
11. Washington County reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities or technicalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the bidder, to accept any item in the bid.
12. If unit prices and extensions thereof do not coincide, Washington County may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
13. All bids must meet or exceed the requirements of the bid documents and must be submitted on the proper bid forms as prepared and provided by the county.
14. No contract or agreement may contain an indemnification clause, or an arbitration clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.
15. All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any Provisions to the contrary shall be deemed stricken and null and void.
16. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parol evidence unless such modifying term, conditions or covenants are in writing and are signed by vendor and the agent of Washington County.

17. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES:

Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this bid is and shall in all respects be in strict compliance with all local, state and federal laws as well as such rules, regulations, ordinances, proclamations, demands, directive, executive orders or other requirements issued pursuant thereto by the municipal, state and federal governments and all subdivisions thereof which now govern or may thereafter govern the manufacture, sale or delivery of the Goods contemplated by this bid including but not limited to the provisions of (i) Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and executive orders issued thereunder, (ii) the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) and executive orders issued thereunder, (iii) the Affirmative Action Clauses and regulations of Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and executive orders issued thereunder, and (iv) all laws, interim and permanent standards, rules, regulations and executive orders of the Occupations Safety and Health Act and all state and federal laws and regulations relating to safety and health standards. Seller agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws in such form as Buyer may require. Seller agrees to indemnify and hold harmless from any liability arising from any failure of the Goods purchased under this bid from complying with such laws and regulations.

18. Inquiries related to the RFP should be directed to the Purchasing Department in writing (fax is acceptable) to (479) 973-8401 no later than ten days prior to the opening date. There will be no response to questions received late. Any clarification given to a prospective bidder will be furnished in writing to all prospective bidders as an amendment, if such information modifies these specifications or is deemed to be necessary in responding to this RFP. Companies must acknowledge receipt of amendments by letter, telegram or fax within 48 hours of receipt. Failure to provide such acknowledgement may be grounds for disqualifications.

19. Each vendor must carefully examine his proposal prior to submission. Failure to do so is at the vendor's risk. Claim of oversight is not a basis for allowing withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted about the deleted portion, followed by vendor's initials and date.

20. All material submitted in response to the RFP becomes property of Washington County.

21. INSURANCE

All bids must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the Bid. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Washington County.

- A. Workers Compensation: As required by the State of Arkansas.
- B. Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract
- C. Minimum shall be the total amount of contract.
- D. Loss of valuable papers in the amount of \$1,000,000.00.

22. Washington County reserves the right to waive informalities and to accept or reject any proposal submitted.

1. EVALUATION OF PROPOSAL

Washington County will evaluate each proposal to determine which is the lowest responsible proposal taking into consideration all relevant facts including, without limitation, quality, time of performance, probability of performance, and location.

Washington County reserves the right to reproduce, all or part of any proposal received from vendors.

1.1 Proposals will be evaluated according to the following criteria:

- 1.1.1 Overall completeness, clarity and quality for the proposal with regard to the information required by the RFP, as well as compliance with the terms, conditions and other provision within the RFP.
- 1.1.2 Overall ability of the vendor's proposal to completely satisfy Washington County's requirements and capabilities as set forth in the RFP.
- 1.1.3 All pricing information submitted in response to this RFP.
- 1.1.4 Vendor's previous background and experience relevant to the scope of this RFP.

1.2 Companies are cautioned that Washington County is not obligated to ask for or accept after opening date, data that is essential for a complete and thorough evaluation of the proposal. Washington County may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms possible.

2. SPECIFICATIONS

2.1 Vendor must offer a comprehensive program for LIFE/AD&D according to the current plan specifications (see Exhibit #A). The Life level will be established at 1 ½ annual salary to a maximum per position of \$50,000.

- 2.1.1 Optional employee purchase for individual additional life insurance should be included in the proposal.
- 2.1.2 Any deviation in plan coverage must be noted in the proposal.

2.2 Vendor must submit sample copies of the Group Policy and Certificates of Benefits which govern the LIFE/AD&D coverage.

2.3 The term of the agreement will be July 1, 2011 through June 30, 2012. A two (2) year rate lock is preferred by the County, if available.

2.4 Vendors shall submit it's most current A.M. Best rating Report representing an independent opinion from the leading provider of insurer ratings of a company's financial strength and ability to meet it's obligations to policyholders.