

**Anne Arundel County**  
**REQUEST FOR PROPOSALS**  
**RFP No. 09-067R**  
**EMPLOYEE BENEFITS CONSULTING SERVICES**

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**ANNOUNCEMENT**

**ANNE ARUNDEL COUNTY, MARYLAND**  
**Annapolis, Maryland**

**EMPLOYEE BENEFITS CONSULTING SERVICES**  
**RFP NO. 09-067R**  
**NOTICE TO OFFERORS**

Specifications and Proposals for providing the subject items or services are available at the Anne Arundel County Purchasing Division, Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401, and will be received until **3:00 P.M.**, local time, **THURSDAY, NOVEMBER 12, 2009**, at the same location after which they will be acknowledged. **Proposals received after the above-referenced time set for opening will be rejected and returned unopened.**

To all Offerors: Anne Arundel County Purchasing Division will no longer automatically mail complete RFP packages. Instead, we encourage anyone receiving this Notice to review and download an RFP package from either the County website at [www.aacounty.org](http://www.aacounty.org) or [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com). A copy of the RFP package may also be picked up at the above address during normal business hours.

**\*\*IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to the deadline for submitting a Proposal. It is the potential Offeror's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to RFP due date, all Offerors shall register for this Request for Proposal with the County Purchasing Division by calling 410-222-7620.\*\***

A Pre-Proposal Conference has been scheduled for **October 23, 2009, at 10:00 a.m.** at the Anne Arundel County Purchasing Division, Heritage Office Complex, 2660 Riva Road, Third Floor, Patuxent Room, Annapolis, Maryland, 21401. All Offerors are strongly encouraged to attend. This RFP will be discussed, and Offerors' questions will be answered.

**Offerors are required to register** for the Pre-Proposal Conference at least 48-hours in advance of the conference date and time by contacting the Buyer, Rebecca Zimmerman at 410-222-7664. If no Offerors register, the conference may be cancelled without further notice to the Offerors.

**Note:** Questions concerning this RFP should be directed to Rebecca Zimmerman, Buyer IV, Phone: (410) 222-7664, Fax: 410-222-7624, E-mail: [phzimm00@aacounty.org](mailto:phzimm00@aacounty.org).

William L. Schull, C.P.M., CPPB  
Purchasing Agent  
October 8, 2009

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**Solicitation Check List**

**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

- \_\_\_\_\_ Proposal shall be delivered to the County Purchasing Department no later than the date and time shown in the Solicitation. Did you visit our website at (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) for any addenda?
- \_\_\_\_\_ Did an authorized company representative sign the Proposal?
- \_\_\_\_\_ Did an authorized company representative sign and notarize the Affidavit form?
- \_\_\_\_\_ Did you include the required signature authority documents, if required?
- \_\_\_\_\_ Did you include a signed copy of the completed Offeror Information Form?
- \_\_\_\_\_ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to [www.sdat.org](http://www.sdat.org).
- \_\_\_\_\_ If this Solicitation requires a Proposal Deposit, did you include one?
- \_\_\_\_\_ Did you provide the required number of copies of your response?
- \_\_\_\_\_ Is the outside of the submittal envelope marked with the Proposal Number, the title, the due date, your company name, and your company address?

**MANDATORY REQUIREMENTS**

The following item(s) are **MANDATORY** and shall be submitted with your Proposal in order to be considered for an award. If the following item(s) is required by this Solicitation and is not submitted with the Proposal, the Proposal shall be considered null and void, and therefore, will be rejected.

Technical Proposal  
Cost Proposal

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**Offeror Information Form**

Firm Name: \_\_\_\_\_

Business Name (e.g., Corp., Inc., Co., T/A, DBA, etc.)

Federal Tax Identification No./SS#: \_\_\_\_\_

Street Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Terms of Payment: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website Address, if available: \_\_\_\_\_

**Registration No. Issued by the Maryland Dept. of Assessment and Taxation\*:**

\_\_\_\_\_  
(\*See Section 5.4 Corporation Registration)

Name and address of any affiliated company providing goods or services under the agreement: \_\_\_\_\_

\_\_\_\_\_

In accordance with the County Code, Article 8-2-119, please list any affiliation with a County employee(s) or official(s). **Include name and type of affiliation** (i.e., relative, business associate, etc.). *(Write "none" if there are no affiliations.):*

- Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_  
County Agency or Company Name Where Employed \_\_\_\_\_
- Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_  
County Agency or Company Name Where Employed \_\_\_\_\_
- Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_  
County Agency or Company Name Where Employed \_\_\_\_\_

Does your firm qualify as a Minority Business Enterprise?      Y or N

MBE Designations  Black Male  Black Woman  Women  Asian  Hispanic  None

Printed Name and Title of Agent: \_\_\_\_\_

Signature of Agent\*: \_\_\_\_\_

(\*See Section 1.7.11 – Signatures Required for Legal Entities)

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**1.0 GENERAL INFORMATION AND SPECIFICATIONS**

The paper hard copy version of the Request for Proposal (“RFP”) as released by the Anne Arundel County Purchasing Division shall prevail over any electronic versions.

**1.1 Introduction**

**1.1.1** Anne Arundel County, Maryland (“County”) is soliciting proposals from qualified employee benefits consulting firms to provide services to the Anne Arundel County Office of Personnel.

**1.1.2** There is no express or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing Proposals in response to this RFP.

**1.1.3** The County reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the Contract between the County and the Successful Offeror.

**1.2 Term of Engagement**

The obligations of the County under any contract awarded pursuant to this RFP are subject to the availability of funds appropriated by the County Council of Anne Arundel County, Maryland, and to receipt and availability of appropriated funds.

The term of the Contract shall be for a period of two (2) years commencing on or about April 1, 2010, with the option to renew the Contract for up to three (3) additional one-year periods at the sole option of the County. Any one-year renewals shall be subject to the availability and appropriation of County funds.

**1.3 Subcontracting**

The County will enter into a Contract with the Successful Offeror only. The Successful Offeror shall be responsible for products and services required by the RFP. Subcontractors, if any, shall be identified in the Proposal with a complete description of their role relative to the Offeror. The name and credentials of any proposed subcontractors shall be clearly identified in the Proposal.

**1.4 Request for Clarification of Requirements**

Prospective Offerors may make a written request concerning this RFP to obtain clarification of requirements. No requests for clarification of requirements will be accepted after the date and time specified in this RFP. Questions shall be submitted in writing or by fax on Offeror’s letterhead. E-mailed questions will be accepted; however only if an e-mail response is sent to the Offeror from the County in acknowledgement.

Direct all requests and correspondence in writing to:

Anne Arundel County Purchasing Division  
Office of the Purchasing Agent  
2660 Riva Road, 3<sup>rd</sup> Floor  
Annapolis, Maryland 21401  
Fax: (410) 222-7624

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Attention: Rebecca Zimmerman

All envelopes containing questions shall be clearly marked "Inquiry for RFP, No. 09-067R Employee Benefits Consulting Services" to facilitate handling and distribution.

**1.5 Change in Issuing Addenda**

**\*\*IMPORTANT NOTICE\*\*:** The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Offerors of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Offeror's responsibility to frequently visit the Purchasing Division's website at <http://www.aacounty.org/CentServ/Purchasing/index.cfm> to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to the RFP due date, all Offerors shall register for this Request for Proposal with the County Purchasing Division by calling 410-222-7620.\*\*

**1.6 Time Requirements**

**1.6.1 Proposed Calendar**

The following is a list of key dates up to and including the date Proposals are due to be submitted:

Request for Proposal Issued	October 8, 2009
Pre-Proposal Conference	October 23, 2009, at 10:00 am, local time
Deadline for submitting request for clarification of requirements	October 28, 2009, at 3:00 pm, local time
Proposal Closing Date/Time	November 12, 2009, at 3:00 pm, local time
Successful Offeror Notified	March 1, 2010 (approximate)
Contract Start Date	April 1, 2010

**1.6.2 Pre-Proposal Conference**

A Pre-Proposal Conference for all those interested in submitting a Proposal will be held at 10:00 am on October 23, 2009, at Anne Arundel County Purchasing Division, Heritage Office Complex, 2660 Riva Road, Third Floor, Patuxent Room, Annapolis, Maryland, 21401, to answer questions about the RFP and the services to be provided hereunder. Both verbal and written questions will be accepted during the Conference. While attendance is not mandatory, it is strongly encouraged. All Offerors may obtain Conference information as well as questions and answers by downloading any resulting addendum once it is posted on the County website or [EMarylandMarketplace.com](http://EMarylandMarketplace.com)

While every effort will be made to answer any questions concerning this RFP raised by potential Offerors at the Pre-Proposal Conference, such answer shall be considered unofficial until affirmed in writing by the Purchasing Agent.

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**Offerors are required to register** for the Pre-Proposal Conference at least 48-hours in advance of the meeting date and time by contacting the Buyer, Rebecca Zimmerman at 410-222-7664. If no Offerors register, the conference may be cancelled without further notice to the Offerors.

**1.6.3 Clarifications**

Written or faxed requests for clarification of the requirements shall be received in the County Purchasing Office no later than October 28, 2009, at 3:00 p.m. to ensure adequate time to prepare responses. E-mails are acceptable only if a return e-mail is sent by the County to the Offeror acknowledging receipt.

**1.6.4 RFP Closing Date**

Technical Proposals and Cost Proposals, separately sealed and prominently marked, shall be received in the County Purchasing Division, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401 no later than November 12, 2009, at 3:00 pm, local time. There will be no public opening. Proposals submitted in response to this RFP are irrevocable for 120 days after the RFP closing date.

It is the responsibility of the Offeror to ensure that their Proposal is received in the Purchasing Division before the deadline. Offerors mailing Proposals shall allow ample mail delivery time to ensure timely receipt of their Proposals. PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED. Timely receipt of Proposals shall be determined by the time clock stamp in the Purchasing Office. Offerors are responsible for insuring that the Purchasing Office personnel stamp their Proposals by the deadline indicated.

Submissions shall be clearly identified on the outside of the packet as Proposals for the Anne Arundel County RFP No. 09-067R Employee Benefits Consultant Services. Proposals shall not be accepted by facsimile or e-mail transmission.

Each Proposal shall be accompanied by the notarized Affidavit (non-collusion oath with respect to bribery) on the form attached and executed by the Offeror. In the event the Offeror is not an individual, the Affidavit shall be executed by a duly authorized representative of the Offeror.

**1.7 General Information for Offerors**

**1.7.1 Communications**

Contact with any County representative concerning this RFP, other than as stated herein, is prohibited. "County representative" shall include, but not be limited to, all elected and appointed officials, County employees, and members of the Evaluation Committee.

**1.7.2 Reservations**

The County reserves the right to cancel this RFP at any time after issuance, to reject in whole or in part any and all offers received, to waive minor technicalities in Proposals, and to negotiate with responsible Offerors as necessary to serve its best interests.

**1.7.3 Addenda**

**\*\*IMPORTANT NOTICE\*\*:** The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will

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notify Offerors of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Offeror's responsibility to frequently visit the Purchasing Division's website at <http://www.aacounty.org/CentServ/Purchasing/index.cfm> to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to the RFP due date, all Offerors shall register for this Request for Proposal with the County Purchasing Division by calling 410-222-7620.\*\*

Addenda become part of the RFP and shall be acknowledged by each Offeror. Failure to acknowledge any addenda shall not relieve the Offeror of compliance with the terms thereof. The County assumes no responsibility for oral instructions.

**1.7.4 Disclaimer**

All information in this RFP is based on the best data available. The County, however, does not warrant the accuracy of this information or the underlying data. Each Offeror bears the responsibility for making its own assessment of the information and posing questions according to the procedures set forth herein.

**1.7.5 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to satisfy the requirements of this RFP.

**1.7.6 Incurred Expenses**

Offerors are responsible for all costs associated with responding to this RFP, including Proposal preparation and submission and travel costs incurred in connection with oral presentations or other pre-award procedures.

**1.7.7 Acceptance of Terms and Conditions**

By submitting a Proposal in response to this RFP, the Offeror accepts the terms and conditions set forth herein.

**1.7.8 Public Information Act Notice**

Offerors shall identify any portions of their Proposals deemed to contain confidential or proprietary information or trade secrets and provide justification of why such material, upon request, should not be disclosed in accordance with the Maryland Public Information Act, Maryland State Government Code Annotated, §§10-611, *et seq.*

**1.7.9 Evidence of Offeror Responsibility**

The County may require Offerors to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. The County may make such investigation, as it deems necessary, to determine Offeror responsibility, to verify Offeror performance in similar installations, to determine reliability and suitability for intended use of products offered, and to verify the accuracy of information contained in Offeror's Proposal.

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**1.7.10 Ownership and Retention of Records**

All reports, drawings, and other data prepared in connection with the work contemplated by this RFP shall become the property of the County. The Successful Offeror shall retain all records and documents related to work performed under any Contract awarded pursuant to this RFP for at least three (3) years after final Contract payment by the County, and shall make them available for inspection and audit by authorized representatives of the County at all reasonable times.

**1.7.11 Signatures Required for Legal Entities (for Contracts Greater than \$150,000)**

The chart below indicates which persons are authorized by law to sign documents. If documents submitted in response to this Solicitation are signed by other persons, then the Offeror shall provide documents establishing that the persons have the legal authority to sign on behalf of and bind the Offeror.

**TYPE OF LEGAL ENTITY:**

Company/Corporation or Professional Service Corporation  ("Inc.," "Co.," "Corp.," "Ltd.," "P.C.," "Chartered," "Chtd.," "Professional Association," "P.A.")	NO PROOF NEEDED IF SIGNED BY:  President or Vice President	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE:  By-Laws, Articles of Incorporation, or a Corporate Resolution
Partnerships	NO PROOF NEEDED IF SIGNED BY:  Partner	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE:  Statement of Partnership Authority
Limited Partnerships ("L.P.")	NO PROOF NEEDED IF SIGNED BY:  General Partner	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE:  Certificate of Limited Partnership
Limited Liability Company / Corporation ("LLC" or "LC")	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: Operating Agreement of the LLC
Religious Corporations and Churches	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution
Limited Liability Partnerships and Limited Liability Limited Partnerships ("L.L.P." or "LLLP")	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority

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Note: this chart does not cover unincorporated associations.

**1.8 Executive Order #24**

Pursuant to Executive Order 24, Offerors are required to comply with all applicable laws and regulations relating to the employment of aliens. If an Offeror fails to comply with applicable laws and regulations relating to employment of aliens, such failure shall constitute a material breach of the Offeror's contractual relationship with the County and shall be grounds for termination of the contractual relationship. By submitting a Proposal to this RFP, the Offeror certifies that it is aware of its obligations under Executive Order 24 and that it complies with all applicable laws and regulations relating to the employment of aliens.

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**2.0 NATURE OF SERVICES REQUIRED**

**2.1 General**

The County, which shall include all entities of the Anne Arundel County Government (hereafter referred to as AACG) and the Anne Arundel County Public Schools (hereafter referred to as AACPS) unless otherwise stated, is soliciting the services of qualified employee benefits consulting firms to provide employee benefits consulting services to the County's Office of Personnel, and any other County departments and entities, in accordance with the provisions contained in this RFP. The current Contract with Aon Consulting, Inc. expires March 31, 2010.

Health benefits are at the peak of national attention, and even though action has been taken to reduce costs and increase employee benefits vendors' performance, employee benefits cost increases still outpace inflation. The County expects a partnership with the Successful Offeror that shall work on the County's behalf to contain costs, and recommend best practices. The County also expects to be on the cutting edge of changes, performance guarantees, and performance measurements. It is important that the Successful Offeror has the experience, and applies the highest service level with every opportunity and challenge to educate the County so the County can make the right decisions. The County requests the best consultants, products, and analysis of services to minimize the administration and the costs to the County and its employees.

The County expects to select one (1) Successful Offeror to perform the full scope of services.

All County funding mechanisms currently in place are fully self-insured with the exception of one fully insured dental plan, the DHMO. The AACG does not have stop loss; however, the AACPS do have stop loss.

AACG's benefits program includes the pooling entities listed below, and unless a specific entity such as Anne Arundel County (Government only) is stated, it will include all the County's entities:

- Anne Arundel County (Government only)
- Pooling County Entities
  - Anne Arundel Community College
  - Anne Arundel County Public Library
  - Maryland Association of Counties
  - Food Link
  - Arundel Child Care Connections
  - Arundel Community Development Services
  - Food Bank
  - Anne Arundel County Volunteer Center
  - Tipton Airport Authority
  - Anne Arundel Economic Development Corporation
  - Anne Arundel County Workforce Development Corporation
  - Annapolis and Anne Arundel County Visitors Center
  - Conflict Resolution

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## **2.2 Overview**

### **2.2.1 Anne Arundel County Government (AACG)**

AACG offers four (4) health plans for its employees, retirees, and their eligible dependents. These plans include:

- CareFirst Blue Choice HMO
- CareFirst Triple Option
- CIGNA Open Access In Network
- CIGNA Medicare Wrap Plan

Other Plan Benefits Include:

- Disease Management
- Wellness
- Prescriptions under CaremarkPCS Health, L.L.C. (CVS) for all plans
- Medicare Part D
- Life Insurance
- HIPAA
- COBRA
- GASB/OPEB
- Fitness for Duty
- FMLA
- CIGNA PPO dental
- CIGNA DHMO dental
- VSP Vision
- Flexible Spending Accounts
- Voluntary Benefits Program

AACG has 6,000 benefit eligible active employees and retirees. It also has ten (10) unions.

AACG provides communications and faces challenges reaching its employees through the release of a Benefits Guide, plan documents, an employee website, and the County intranet as well as other media. The Successful Offeror shall be expected to assist and provide updates as part of normal business.

### **2.2.2 Anne Arundel County Public Schools (AACPS)**

In addition to AACG, the AACPS intend to enter into a separate agreement with the Successful Offeror for the same and other services described herein. AACPS also offers five (5) health plans for its employees, retirees, and their eligible dependents. These plans include a Traditional Indemnity Plan, PPN, two (2) HMO's, a Triple Option Plan, and a carved out prescription benefit program through CaremarkPCS Health, L.P. (CVS) for all medical options. In addition on the retiree side, AACPS has one (1) Medicare supplemental plan, two (2) Medicare integrated HMO's, and two (2) under 65 HMO options. AACPS also offers three (3) dental plans, two (2) vision options, group provided life insurance benefits, group provided Long Term Disability (LTD) for a segment of the employee population, a voluntary benefits program including a long-term care program, and a Supplemental Retirement Plan. Over 8,000 active employees in medical (close to 5,000 in PPN) and 4,000 retirees are enrolled with a total of over 25,000 records reporting for coverage.

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AACPS currently uses AON for health/group benefits consulting services. AACPS communications include an annual Benefits Guide which is available on line at open enrollment, a more comprehensive benefits package for new hires, HR bulletins (quarterly or as on a needed basis), and long-term care enrollment materials, among many other voluntary benefit descriptions. AACPS has a negotiated environment: TAAAC (teachers), AEL (Principals), SAAAAC (Secretaries/Teacher Assistants), and AFSCME (Maintenance and Operations employees). AACPS also has a broad base of locations (120 schools and satellite offices). AACPS has a very comprehensive benefits package that requires ongoing compliance monitoring and clear and concise communications. AACPS faces a large service challenge with over 9,000 employees and close to 4,000 retirees to keep informed.

## **2.3 Scope of Work to be Performed**

### **2.3.1 Primary Scope of Work**

The primary scope of work shall consist of providing professional expertise and assistance to the AACG's Office of Personnel and the Personnel Officer acting in the role as Plan Administration of the four (4) AACG health plans as well as other programs listed in Section 2.2.1 of this RFP. In addition, the Successful Offeror shall provide professional advice in defining and evaluating other third party vendors to assist the AACG in administering its health plans on behalf of County employees, retirees, and their eligible dependents. This shall require services including the preparation, evaluation, and administration of Invitation for Bid (IFB) and Request for Proposal (RFP) solicitations, voluntary benefits, analysis of financial portfolios, retirement benefits, compliance, wellness, and other items related to the field.

### **2.3.2. AACPS Additional Primary Scope of Work**

In addition to the primary scope of work listed in Section 2.3.1, the AACPS HR/Benefits Office requires the services of a benefits consulting firm to provide support on a variety of benefits related issues as they pertain to the AACPS Health Care Program including Invitation for Bid (IFB) and Request for Proposal (RFP) solicitations, voluntary benefits, retirement benefits, defined contribution plans, compliance, wellness, and other items related to the field. Employment contracts in regards to supplemental executive benefits may require an annual review to ensure benefits plan limits are in compliance. Additionally, the AACPS HR/Benefits Office may require assistance and support to evaluate benchmark design and/or implement other Human Resource (HR) matters.

### **2.3.3 AACG's Goals and Objectives**

2.3.3.1 The following are the AACG's 2010 immediate goals that the Successful Offeror shall provide consulting services for this Contract:

- Dental RFP
- Vision RFP
- Voluntary Benefits RFP

2.3.3.2 The following are the AACG's more long-term goals that the Successful Offeror shall provide consulting services for this Contract:

- Life Insurance
- Prescription PBM

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2.3.3.3 Additional issues may be included due to legislation or day-to-day AAG's needs.

**2.3.4 Successful Offeror's Tasks for the County (AAG and AACPS)**

The following list of tasks is representative of the tasks the County expects the Successful Offeror to perform in any twelve month period. This list is not meant to be exhaustive, exclusive, but is indicative of the County's expectations.

- 2.3.4.1 The Successful Offeror shall ensure the County remains compliant with current and proposed regulations. This includes but is not limited to GASB, HIPAA, COBRA, Maryland Insurance guidelines, and House bills, etc.
- 2.3.4.2 The Successful Offeror shall assist County management by ensuring the overall health care benefit program offered to employees and retirees meets the needs of all interested parties and provides choices.
- 2.3.4.3 The Successful Offeror shall aid the County in containing employee benefits costs over the short- and long-term time frames.
- 2.3.4.4 The Successful Offeror shall manage and continue the refinement and analysis of performance guarantees and measures to ensure an expected level of employee and employer customer service, not limited to the adjudication of claims.
- 2.3.4.5 The Successful Offeror shall prepare and assist in the annual employee benefit rate renewals and negotiations for Open Enrollment and the County Budget. This shall include calendar and fiscal year calculations.
- 2.3.4.6 The Successful Offeror shall aid the County in preparing and evaluating RFPs as they come due for solicitation. The Successful Offeror shall provide consulting services to solicit any employee benefit plans, as appropriate, which would include drafting the RFP specifications, provide a proposal review sheet, aid in and provide evaluations of RFPs, and aid in the development of finalist interview questions.
- 2.3.4.7 The Successful Offeror shall provide comprehensive solutions as needs arise from the evolution of legislative changes or negotiations.
- 2.3.4.8 The Successful Offeror shall provide Medicare Part D actuarial attestation and consulting guidance.
- 2.3.4.9 The Successful Offeror shall provide actuarial analysis and review of financial funding arrangements.
- 2.3.4.10 The Successful Offeror shall monitor the County's experience, utilization, and measurable outcomes for emerging results and risks to project trends for budget and planning purposes.
- 2.3.4.11 The Successful Offeror shall provide timely support, response, and advice in all environments including union negotiations inclusive, but not limited to pricing, plan design, and financial impact.
- 2.3.4.12 The Successful Offeror shall assist in the analysis of Wellness incentives trends to measure Return on Investment (ROI) and current market comparisons and awareness.
- 2.3.4.13 The Successful Offeror shall support the County regarding any employee benefits claims and dependent audits as required.

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- 2.3.4.14 The Successful Offeror shall provide an Employee Benefit Plan Design analysis based on the County's financial environment and current market options.
- 2.3.4.15 The Successful Offeror shall provide research and analysis of any significant health trends both nationally and of comparative employers.
- 2.3.4.16 The Successful Offeror shall assist the County in the evaluation of Other Post Employment Benefits (OPEB) data which shall include the creation of the OPEB valuation, a review of the results, and recommendations for funding any liability.
- 2.3.4.17 The Successful Offeror shall provide fiscal analysis of current programs and recommendations of best practices.
- 2.3.4.18 The Successful Offeror shall review and assist in the development of employee and/or retiree benefits communication materials providing review to ensure compliance, improve enrollment in cost-effective benefit programs, and support the County's effort to recruit and retain employees by highlighting the County's excellent and competitive employee benefit program.
- 2.3.4.19 The Successful Offeror shall review or provide communications as necessary for employees. This shall include policy decisions, letters, articles, or explanations of latest market trends.
- 2.3.4.20 The Successful Offeror shall provide requested analysis of third party service providers, and shall work with carriers to collect and understand information to predict and impact future costs.
- 2.3.4.21 The Successful Offeror shall provide consulting services as required and as current events develop and change.
- 2.3.4.22 The Successful Offeror shall take the lead on timeline deliverables and in managing assigned projects.
- 2.3.4.23 The Successful Offeror shall provide support on benchmarking comparisons and surveys as needed by the County.
- 2.3.4.24 The Successful Offeror shall ensure the County's benefits program includes cost effective coverage for employees, retirees, and their dependents not living in the immediate service area.
- 2.3.4.25 The Successful Offeror shall participate in and expand the County's health insurance pool to take advantage of larger group purchasing power and to minimize fiscal risk to the County.
- 2.3.4.26 The Successful Offeror shall review on-going data, claims administration, network management, utilization review, case management, account review, timely claims review, and claims and data analysis to report on and assist the County in attaining cost-efficient services from vendors.
- 2.3.4.27 The Successful Offeror shall attend ad hoc meetings, quarterly, and annual reviews with employee benefits vendors, providing input on agenda issues, advice, and support.

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- 2.3.4.28 The Successful Offeror shall assist the County in expanding the “use pool”, specifically by recommending ways the County can coordinate with the County’s Board of Education or other governmental agencies, to achieve favorable pricing and joint use of administrative processes.
- 2.3.4.29 The Successful Offeror shall provide an annual review and assessment of claims and administrative costs to evaluate the effectiveness of yearly changes in plan design for medical and prescription plans.
- 2.3.4.30 The Successful Offeror shall develop and maintain a performance measurement tool using available claims data to enable the County to assess the employee benefits outcomes of its vendors to recognize improvements in employee health over time.
- 2.3.4.31 The Successful Offeror shall review employee benefits data for utilization, trends, cost patterns, outcomes, emerging risks, chronic conditions, disease management data, and unhealthy lifestyles, and offer recommendations to improve all measures.
- 2.3.4.32 The Successful Offeror shall provide support on surveys and comparisons as needed. This is referring to benchmarking assistance with general surveys of policies and laws in similar jurisdictions. Searches can be from public sources or can be proprietary.
- 2.3.4.33 The Successful Offeror shall provide task estimates showing estimated hours, positions, and pricing so the County may encumber the necessary funds prior to beginning work. Invoicing shall reflect the estimated breakdown of the work completed and in accordance with the pricing of this RFP. Any additional costs shall be approved by the County prior to beginning the work.
- 2.3.4.34 The Successful Offeror shall provide a detailed invoice each month for work performed the previous month.
- 2.3.4.35 The Successful Offeror shall provide estimated quotes for all projects to ensure sufficient encumbrance of funds. Such quotes shall breakdown the estimated cost showing each position, the rate per hour, the estimated number of hours, and materials costs. This shall be part of the Successful Offeror’s scope of work.
- 2.3.4.36 The Offeror shall provide quotes for any ad hoc project. This shall be part of the Successful Offeror’s scope of work.

**2.3.5 Additional Tasks for AACPS**

The following are additional representative tasks that the AACPS will require the Successful Offeror to provide under this Contract:

- 2.3.5.1 Successful Offeror shall review health care data for utilization, trends, cost patterns, outcomes, emerging risks, chronic conditions, and unhealthy lifestyles. Such services encompass the establishment of health care strategies including recommendation for the AACPS Wellness Program. AACPS has a website devoted to their Wellness Program. AACPS defines “wellness” as the opportunity to educate their employees and retirees with appropriate information, coordinate efforts with partners and vendors that will provide wellness related services and discounts, and in the long run achieve possible cost savings in their health plans.

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- 2.3.5.2 The Successful Offeror shall provide consulting services as required for executive benefit plans.
- 2.3.5.3 The Successful Offeror shall attend additional adhoc meetings to discuss and update benefit and other HR issues with senior management.
- 2.3.5.4 The Successful Offeror shall provide support on surveys and comparisons as needed. This is referring to benchmarking assistance with general surveys of policies and laws in similar jurisdictions. Searches may be from public sources or may be proprietary.
- 2.3.5.5 The Successful Offeror shall provide communications support on a variety of benefits communications. The Successful Offeror shall assist AACPS on a variety of communication tasks such as compliance information, SPD's, enrollment guides, etc.
- 2.3.5.6 The Successful Offeror shall provide support of any health claim audits as required.
- 2.3.5.7 The Successful Offeror shall provide services applicable to compliance issues such as review of plan documents and plan descriptions, HIPAA, GASB (post-employment benefits accounting, and applicable actuarial analysis), COBRA, Medicare Part D, etc.
- 2.3.5.8 The Successful Offeror shall provide consulting services to solicit any employee and/or retiree health care benefit plans. Additional meeting attendance shall be required (anticipated 3-4 additional meetings) in a year.
- 2.3.5.9 The Successful Offeror shall assist AACPS to review performance of vendors, advise in establishing and/or modifying performance guarantees, and monitor performance. The Successful Offeror shall help validate renewals and provide predictive modeling for benefits. The Successful Offeror will receive the appropriate vendor performance reports to analyze this information.
- 2.3.5.10 The Successful Offeror shall be expected to have additional resources available to assist AACPS in any area of Human Resources as it relates to employment and retention of employees.
- 2.3.5.11 The Successful Offeror shall assist the County with rate development, cost strategies, options, and implementation.

## **2.4 Offeror's Qualifications**

### **2.4.1 Pass/Fail**

Any Offeror's Technical Proposal not passing all Pass/Fail requirements as listed below shall be rejected as non-responsive. These criteria shall be utilized to determine those Offerors that meet the minimum qualifications to progress forward into the Technical Proposal Evaluation.

- 2.4.1.1 The Offeror's organization shall have a minimum of ten (10) years experience in **both an actuarial background and a general employee benefits background as a consultant for a governmental entity performing all the services described in the scope of work.** The Offeror shall provide the names and length of time worked with governmental entities. The experience of key personnel is addressed in Sections 2.4.1.2 and 2.5.2.
- 2.4.1.2 The Offeror shall demonstrate an expertise in **all** of the following fields:

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- Medicare
- GASB/OPEB and medical plans
- Dental plans
- Prescription drug plans
- Vision plans
- Life insurance plans
- Voluntary benefits programs
- Disability Leave
- IRS code as it relates to these plans

Offeror shall provide employees' titles, credentials, ongoing education, and years in each particular field. The Offeror shall provide a listing of this expertise in each field listed above.

2.4.1.3 The Offeror shall demonstrate a local presence. In an effort to reduce travel costs and expenses, the County requires an Offeror to have and maintain a local presence. A local presence is defined as the employment of an account manager within a reasonable driving distance within the course of one day to reach the County. Offeror shall describe methods employed to reduce or eliminate the need for travel to meet clients' needs.

2.4.1.4 Offeror shall have clients with at least a \$70 million health fund. Offeror shall provide names and funding levels in the Technical Proposal. The Offeror shall provide at least two (2) clients that each meet this requirement. The clients shall be either current clients or if not, the Offeror shall have provided these services to the referenced clients within the last five (5) years.

## **2.5 Technical Proposal Criteria**

The Offeror shall address the following items in its Technical Proposal:

### **2.5.1 Executive Summary**

The Offeror shall demonstrate a full understanding of the purpose, expectations, and complexities of the County's objectives. The Offeror shall explain how it is on the cutting edge over any other Offeror.

### **2.5.2 Experience and Qualifications of the Offeror's Organization (including the Staff/Employees)**

The Offeror shall demonstrate the organization's successful experience (as stated in Section 2.4.1.1) and qualifications as a company. Offeror shall explain a project that required the Offeror to draw upon its experience or qualifications to resolve. The information shall include the following in its Technical Proposal:

2.5.2.1 Offeror shall provide the number of years the company has been in existence.

2.5.2.2 Offeror shall provide the size and structure of the organization such as the number of employee/staff. Offeror shall also include:

- A listing of the employees' names, titles, positions, and responsibilities that would work on this Contract.
- A summary of the turnover of staff and the number of clients each staff person is responsible for.

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- A listing of any additional staff to be assigned if awarded this Contract?
- 2.5.2.3 Offeror shall provide the primary geographical markets served and the primary business sector(s) serviced. Does the office that will service the County cover other national clients or Mid-Atlantic or East Coast states?
- 2.5.2.4 Offeror shall provide a listing of no less than three (3) current projects within the last two (2) years pertinent or similar to this RFP Scope of Work (i.e., domestic partners, COBRA subsidy). Project information shall demonstrate how the Offeror was proactive and innovative on each project by providing the following information:
- Offeror shall address a current topic (i.e., domestic partners, COBRA subsidy) that affects or will affect the County. The Offeror may provide other examples.
  - Offeror shall state how the topic/issue was handled within the contract.
  - Offeror shall state if the knowledge was found within the organization itself, or if the knowledge had to be subcontracted.
  - Offeror shall provide the resulting outcome.
  - Offeror shall demonstrate the ability to identify and analyze topics/issues in the projects selected in Section 2.5.2.4, 1<sup>st</sup> bullet.
    - It is essential that the firm assigns sufficient qualified staff in an appropriate mix that has the experience in aspects related to the scope of work.
    - Offeror shall address this analysis in a clear and concise manner.
    - What recognized achievements have the personnel made?
- 2.5.2.5 Resumes
- Resumes shall be provided of the key personnel expected to work on this Contract if awarded. The County prefers seasoned and approachable staff for this Contract. Staff shall also have good peer and colleague recommendations within the field. These key people may be required to attend a clarification meeting during the evaluation process. Resumes shall include:
- Time working for Offeror;
  - Expertise in fields described in this RFP's Scope of Work, and availability to additional experts in these fields;
  - Professional qualifications of staff;
  - Key projects including their positions and responsibilities;
  - Recognized achievements have these personnel made; and
  - Current workload – How many clients is the prospective County's representative responsible for?
- 2.5.2.6 Offeror shall provide the number and size of current contracts offering services that would be part of the key personnel's workload.
- 2.5.2.7 Offeror shall demonstrate its up-to-date experience in the evaluation of health and actuarial services.

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2.5.2.8 References

References shall include:

- Name of governmental jurisdiction with similar contracts in the last five (5) years;
- Term of contract;
- Description of scope of work;
- Contact name;
- Contact phone and e-mail – must be current; and
- Confidentiality references. Confidentiality is expected and discretion paramount when dealing with our carriers and other clients. Offeror shall provide current references that demonstrate this feature.

**2.5.3 Offeror's Work Plan**

The Offeror shall provide a general work plan including an explanation of the methodology to be followed, to perform the services required in the RFP. In developing the work plan, reference shall be made to the capacity of the Offeror to successfully complete the work as outlined in the Task Lists to include services from other offices in the firm not located locally.

2.5.3.1 The Offeror shall explain its approach to an RFP, including the use of an electronic or manual template. Has the Offeror been using the same one for years, and if so, how many years? Any IT expertise shall also be detailed here as well as any modeling tools for any upcoming Federal or State requirements, benchmark data, data security measures, and emergency backup procedures.

2.5.3.2 The Offeror shall explain its responsiveness to clients. How will the County as the Offeror's client be managed? This shall include projects and everyday needs. Is the staff accessible? Can the County reach staff the same day and get a response in the same day? Does the County call one person who passes the work on to a support team?

2.5.3.3 The Offeror shall explain meeting schedules and involvement with health vendors.

2.5.3.4 The Successful Offeror shall be responsible for gathering information and providing supportable conclusions and recommendations. The Successful Offeror shall provide the correct answers with the correct research to the County's questions. If the Successful Offeror cannot answer questions immediately, then the Successful Offeror shall provide thorough research. The Offeror shall explain how it accomplishes obtaining the necessary research and the additional resources needed to complete its work as described above.

2.5.3.5 Quality Control:

Is Quality Control handled in-house with clients? If "Yes", the Offeror shall explain how quality control is achieved.

2.5.3.6 Project Management:

Offeror shall ensure the County that projects are carried out with appropriate direction and coordination.

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- The Offeror shall identify the account manager and provide contact information.
- The Offeror shall identify a person to contact should the account manager be unavailable.
- The Offeror shall identify standards for responding to the County's requests, and identify processes to ensure standards are met.
- The Offeror shall identify available resources to support successful completion of work and projects by agreed deadlines. The Offeror shall address both standard response time and critical information response time to demonstrate the importance of County to the Offeror.
- In addition to those listed under Section 2.5.2, the Offeror shall identify additional staffing resources available to ensure timely performance.
- The Offeror shall provide a sample project schedule/timeline for a project related to the scope of work. The sample shall show key target dates, staffing, (numbers, hours, times), monitoring, and budget.

**2.5.4 Submittals by Offeror**

The following shall be included in the Offeror's Technical Proposal:

2.5.4.1 The Offeror shall include a sample invoice with the Technical Proposal showing the following:

- By month
- By project
- By personnel
- By rate
- Offeror shall note any changes that can be made to meet the needs of the County.

2.5.4.2 The Offeror shall provide a sample of reporting information and other specification samples with the Technical Proposal showing topics and information that may be pertinent to this Contract. At a minimum, the Offeror shall include:

- One (1) sample of an RFP
- One (1) sample of a format of ideas and suggestions for clients

2.5.4.3 The Offeror shall provide performance guarantees and performance measures for the Successful Offeror to not only provide reports for, but be willing to put some fees at risk on this Contract if not achieved. The County requests five (5) performance guarantees, and five (5) performance measures. The following may be used as possible topics:

- Rate renewals
- Timeliness of meeting deadlines
- Accessibility

Performance guarantees and measures shall state what is being measured, how will it be measured (reporting, etc.), what time frame it will be measured for, and if a guarantee, what the Offeror is putting at risk?

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- 2.5.4.4 Offeror shall provide any alternative ways to fund projects other than from County funds for the Successful Offeror's work.
- 2.5.4.5 Offeror shall provide a description of any technological tools that may be utilized if awarded this Contract.
- 2.5.4.6 The Offeror shall provide a realistic outline based on previous experience for:
- Medicare D attestation
  - Benefits
  - SPD guidelines
  - GASB Data Specs
- 2.5.4.7 The Offeror shall provide any additional optional programs that are available through the Offeror.
- 2.5.4.8 The Offeror shall identify if an entity is public, private, or not for profit company. If a public company, Offeror shall provide 2008 annual report.

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### **3.0 THE PROPOSAL**

#### **3.1 General Information Required in Offeror's Proposals**

##### **3.1.1 Offeror Contact**

Each Offeror shall identify the name, title, address, fax number, e-mail address, and telephone number for a single point of contact for information concerning its Proposal.

##### **3.1.2 Proposal Response Format**

To ensure prompt and objective evaluation of the Proposals, Offerors shall address, in writing, every section of the Technical Specifications of this RFP in the order in which it appears, for each paragraph, using a font with ***bold and italics*** to clearly delineate responses to each subsection.

Include the date, section, and page number on each page. Submit the original and copies of Proposals, including all maps, drawings, prints, etc., in flat-bound binders with each section divided with an appropriately labeled index tab.

#### **3.2 Proposal Submission**

##### **3.2.1 Technical Proposal**

Each Offeror shall submit an original (identified as ORIGINAL) and five (5) numbered hardcopies of the Technical Proposal that responds to the requirements of this RFP. Each copy of the Technical Proposal shall be printed on ONE SIDE of 8-1/2" x 11" paper with pages numbered consecutively in the upper right-hand corner (exclusive of the title page, table of contents, and any sectional dividers). Left and right margins shall be a minimum of one-half inch. It is anticipated that the copies will be provided in loose-leaf, three-ring binder form. Binders shall be no larger than 4" in thickness. Drawings and schematics are permitted on 11"x 17" foldout pages.

To facilitate efficient evaluation of the Proposals, each Offeror shall submit six (6) numbered electronic copies of the complete Technical Proposal in compact disk form. In the event the compact disk form differs from the hardcopy form, the hardcopy form shall prevail.

**NOTICE: THERE SHALL BE NO COST INFORMATION IN THE TECHNICAL PROPOSAL. FAILURE TO COMPLY MAY RESULT IN REJECTION OF YOUR PROPOSAL.**

Failure to include in its Proposal a response to all of the requirements of the RFP may result in the rejection of an Offeror's Proposal by the County. Proposals that merely repeat the RFP language or content shall be deemed unsatisfactory.

The Technical Proposal package shall include:

- Title Page: Title page showing the RFP's subject; the Offeror's name; the name, address, and telephone number of the contact person, and the date of the Proposal.

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- Table of Contents: The Offeror shall provide a "Table of Contents" with page numbers and a "List of Exhibits", which references the page number of each exhibit.
- Transmittal Letter: A transmittal letter conveying the Offeror's response to the RFP, briefly stating the Offeror's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the Offeror believes itself to be best qualified to perform the engagement, and a statement that the Proposal is a firm and irrevocable offer for 120 days from the Proposal due date. The letter is to be signed in ink by an individual authorized to legally bind the Offeror's company or organization and stating the individual's title and position. The Offeror's acknowledgment of receipt of all addenda issued to this RFP shall be clearly stated in the transmittal letter.
- Contact Information: Name, title, email, and address of person to be contacted for all RFP correspondence. Offeror shall include a website address, if applicable.
- SDAT Information: Offeror shall include registration number issued by the Maryland State Department of Assessments and Taxation (SDAT) (Alpha prefix, followed by numeric digits).
- Detailed Proposal: The format of the Detailed Proposal shall conform to the structure outlined in the RFP.
- In accordance with the County Code, Article 8-2-119, please list in your submittal any affiliations with a County employee(s) or official(s). Write "none" if there are no affiliations.
- List the names and addresses of all any affiliated company providing goods or services under the agreement.
- Affidavit: Properly signed by authorized company representative, notarized and reflecting the legal company name as listed in Maryland's SDAT.

**3.2.2 Cost Proposal**

The Offeror shall submit an original and five copies of a Cost Proposal in a separate sealed envelope marked as follows:

**SEALED COST PROPOSAL FOR  
ANNE ARUNDEL COUNTY GOVERNMENT  
FOR  
RFP 09-067R: EMPLOYEE BENEFITS CONSULTING SERVICES**

Offerors shall send the completed Proposal consisting of the Technical Proposal and Cost Proposal (two separate envelopes) to the following address:

Anne Arundel County Purchasing Division  
Office of the Purchasing Agent  
2660 Riva Road, 3<sup>rd</sup> Floor  
Annapolis, Maryland 21401

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**3.3 Technical Proposal Format**

**3.3.1 General Requirements**

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Offeror in conformity with the requirements of this RFP. As such, the substance of the Technical Proposal will carry more weight than the form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

**THERE SHALL BE NO DOLLAR UNITS OR TOTAL COSTS  
INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.**

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the Cost Proposal). The Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items Nos. 2.2 through 4.5 shall be included. It represents the criteria against which the Proposal will be evaluated.

**3.4 Cost Proposal**

**3.4.1 Price**

The Cost Proposal shall contain all pricing information relative to the products and/or services as described in this RFP. The price(s) to be proposed shall contain all direct and indirect costs including all out-of-pocket expenses.

The County shall not be responsible for expenses incurred in preparing and submitting the Technical Proposal or the Cost Proposal. Such costs shall not be included in the Proposal.

The first page of the Cost Proposal shall include the following information:

- Name of Offeror
- Certification that the person signing the Proposal is entitled to represent the firm, empowered to submit the Proposal, and authorized to sign a contract with Anne Arundel County, Maryland.
- Cost Proposal

**3.4.2 Rates for Additional Professional Services**

If it should become necessary for the County to request the Successful Offeror to render any additional services to either supplement the services requested in this RFP or to perform additional work, then such additional work shall be performed only if set forth in an addendum to the Contract between the County and the Successful Offeror. Any such additional work agreed to between the County and the firm shall be performed at the rates set forth in the schedule of fees and expenses included in the Cost Proposal.

**3.4.3 Blanket Order Release**

The agreement set forth is essentially a price agreement and the execution of the agreement or the receipt of a Purchase Order does not authorize the Successful

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Offeror to deliver or release any material to any department in the County. Authorization for materials to be delivered shall be by Blanket Order Release issued by the Purchasing Agent.

Non-Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Successful Offeror. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources

**3.4.4 Manner of Payment**

Invoice(s) shall contain the following information: Blanket Release Purchase Order Number, Item Number, description of goods or services, quantities, unit prices, and extended totals. Payment terms, unless otherwise noted, shall be net thirty (30) days. The County is not subject to retail sales, income, real estate, sales, use, transportation, or special taxes. The final payment shall be based upon acceptance of goods or services from the Successful Offeror and a final invoice submitted by the Successful Offeror and approved by the County. Two (2) copies of invoices shall be sent to receive payment for services rendered, the Offeror shall submit both invoices to:

Anne Arundel County, Maryland  
Office of Personnel  
P. O. Box 6675  
Annapolis, MD 21401

**3.5 Changes/Erasures to Proposals**

To be considered, all erasures, interpolations, and other changes in the Proposal shall be signed or initialed by the Offeror.

**3.6 Offeror's Understanding of the Scope of RFP and Due Diligence**

By submitting a Proposal in response to this RFP, the Offeror represents that it has read and understands this RFP, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this RFP or any resulting Contract. The failure or omission of any Offeror to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Offeror from any obligations with respect to its Proposal or to any resulting Contract.

**3.7 Proposal Modifications or Withdrawal**

A Proposal may be modified or withdrawn by the Offeror anytime before the time and date set for the receipt of Proposals upon notice to the Purchasing Office in writing.

Technical Proposal modifications shall be worded in a manner that does not reveal cost data.

Modified and withdrawn Proposals, clearly marked and dated, may be resubmitted to the Purchasing Office up to the time and date set for the receipt of Proposals.

No Proposal may be unilaterally modified or withdrawn after the time set for the receipt of Proposals and for 120 days thereafter.

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**3.8 Addenda to RFP**

**\*\*IMPORTANT NOTICE\*\***: The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Offerors of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Offeror's responsibility to frequently visit the Purchasing Division's website at <http://www.aacounty.org/CentServ/Purchasing/index.cfm> to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to the RFP due date, all Offerors shall register for this Request for Proposal with the County Purchasing Division by calling 410-222-7620.\*\*

**3.9 Content**

The contents of the Proposal of the Successful Offeror may become contractual obligations. Failure of the Successful Offeror to accept these obligations in a Contract may result in cancellation of the award, recovery of damages by the County, and disqualification of the Successful Offeror may not be eligible for future solicitations.

**3.10 Conflict of Interest**

By submission of a Proposal, Offeror agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this RFP or any resulting contract of its services. The Offeror shall further covenant that, in the performance of any contract, the Offeror shall not employ any person or entity having any such known conflict.

Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the Proposal.

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**4.0 EVALUATION PROCEDURES**

**4.1 Evaluation Committee**

An Evaluation Committee selected by the County will evaluate proposals submitted.

**4.2 Review of Proposals**

The Evaluation Committee will use a point formula during the review process to score the Proposals. Each member of the Committee will first score each Technical Proposal by each of the criteria described below. The full Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each Offeror. At this point, firms with an unacceptably low technical score, as determined by the Evaluation Committee, will be eliminated from further consideration. The County will move forward with the top three Technical Proposal scores to complete the Evaluation Process. Clarification meetings may occur prior to completing the Technical Evaluations or after if additional information is required.

After the composite technical score for each Offeror has been established, the sealed Cost Proposal will be opened and additional points will be added to the technical score based on the price proposed. The maximum score for price will be assigned to the Offeror offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other Offerors.

The County reserves the right to retain all Proposals submitted and use any idea in a Proposal regardless of whether that Proposal is selected.

The Contract will be awarded to the Offeror with the highest overall score. If the Purchasing Division and the apparent Successful Offeror are unable to enter into a contract for any reason, the Contract may be awarded to the next highest-ranked Offeror.

**4.3 Evaluation Criteria**

Offerors will be evaluated and scored based on the Offeror's Technical Proposal, including compliance with the Technical Specifications set forth in this RFP and the Offeror's Cost Proposal. The Cost Proposal will not be given as much weight as the Technical Proposal.

**4.3.1 Pass/Fail Criteria**

Offeror shall first pass all Pass/Fail Criteria as referenced in Section 2.4.1.

**4.3.2 Technical Evaluation Criteria**

The following top four (4) priorities have been established regarding the Technical Proposal:

4.3.2.1 Executive Summary (Reference Section 2.5.1) – PRIORITY #4

4.3.2.2 Experience and Qualifications of the Offeror's Organization and Staff  
(Reference Section 2.5.2) PRIORITY #2

4.3.2.3 Offeror's Work Plan (Reference Section 2.5.3) – PRIORITY #1

4.3.2.4 Submittals (Reference Section 2.5.4) – PRIORITY #3

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**4.3.3 Cost Proposal**

Offeror shall State the proposed hourly fee per each person assigned but not limited to Management, Senior Consultant, Junior Consultant, Clerical Staff, etc. The Offeror shall also provide the appropriate hourly rates for meeting attendance and support. A price sheet shall be completed for this Cost Proposal as found in the Appendices. Pricing shall be the hourly rates of the Offeror's staff and not an overall "not to exceed" price.

Offeror shall state the proposed hourly fee per each person assigned but not limited to Management, Senior Consultant, Junior Consultant, Clerical staff, etc.

Offerors shall state the hourly fee per each person assigned for the first two (2) years and calculate the Total Hours/Average Rate for each year. Pricing shall be determined by the two (2) years averaged together for a total average rate.

The County expects the cost of materials for reports, binders, disks, mailings, etc. to be included with the hourly rates and not be charged separately for any of these expenses.

The quantities shown are to be used for budgetary purposes of this RFP evaluation only and are in no way guaranteed quantities.

**4.4 Oral Presentations**

The County may request, at its discretion, that some or all Offerors make oral presentations of their qualifications or to substantiate any portions of Proposals submitted. The County Purchasing Office will schedule such presentations. Offerors may be instructed to limit the number of representatives and the time for the oral presentation. Top-scoring Offerors may be required to make oral presentations. Day to day representatives shall be asked to be present at the presentation as well as key personnel with the authority to bind the company.

Such presentations will provide Offerors with an opportunity to answer any questions the Evaluation Committee may have on an Offeror's Proposal. Not all Offerors may be asked to make such oral presentations.

**4.5 Best and Final Offers**

Notwithstanding anything contained in this RFP, after the Purchasing Office computes the Offerors' final scores, discussions may be conducted with responsible Offerors whose Proposals have been determined by the Evaluation Committee to be eligible for award. Discussions may be held for purposes of clarification to assure full understanding of and responsiveness to the RFP requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of Proposals, and revisions may be permitted after submissions and before award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Offerors.

The Purchasing Office shall notify each responsive responsible Offeror of the scope of the requested best and final offer. The Purchasing Office shall establish a date and time for the submission of best and final offers and discussions. If more than one submission

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of best and final offers is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another best and final offer. The Purchasing Agent may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process. The County shall consider best and final offers to be irrevocable for ninety (90) days from the date for their submission.

**4.6 Final Selection**

It is anticipated that an Offeror will be selected by March 1, 2010. Following notification of the Offeror selected, it is expected a contract will be executed between both parties by March 31, 2010.

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**5.0 GENERAL TERMS AND CONDITIONS**

**5.1 Disputes**

In cases of disputes as to whether the goods or services quoted or delivered meet Specifications, the decision of the County Purchasing Agent shall be final and binding on both parties. The County Purchasing Agent may request the recommendation in writing of the head of the County Agency using the goods or services, the Standards and Specifications Committee, or other sources.

**5.2 Equal Employment Opportunity**

**5.2.1** It is the policy of Anne Arundel County to assure Equal Employment Opportunity for all persons, and to ensure that Minority Business Enterprises have the maximum opportunity to participate in the performance of all County contracts for supplies and services.

**5.2.2** Every Contractor doing business with the County shall agree not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, national origin or gender, and shall be obligated to include a similar requirement in any and all subcontracts. The Successful Offeror shall also agree to comply with all Federal, State, and local laws and Executive Orders and Regulations relating to Equal Employment Opportunity, and Minority Business Enterprises.

**5.3 Insurance**

Unless otherwise required by this RFP, if a Contract is awarded, the Successful Offeror shall be required to purchase and maintain during the life of the Contract Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than those set forth below:

**5.3.1 Commercial General Liability**

At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.**

**5.3.2 Business Automobile Liability Insurance**

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

**5.3.3 Workers' Compensation Insurance**

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshoremen's and Harbor Workers' Compensation Act including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

**5.3.4** On all Commercial General Liability and Business Automobile Liability Insurance Policies, Anne Arundel County, its agents, servants, and employees shall be

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named as additional insureds, which shall be shown on the insurance certificates, furnished to the County under this Section.

**5.3.5 Professional Liability Insurance**

The Successful Offeror shall purchase and maintain during the term of any resulting Contract Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$3,000,000 aggregate.

**5.3.6** The Successful Offeror shall provide the County with a Certificate of Insurance evidencing the coverage required above. Such certificate shall provide that the County be given at least thirty (30) days prior written notice of any cancellation of, intention to not renew, or any material change in such coverage. Offeror shall provide Certificates of Insurance before commencing work in connection with the Contract.

**5.3.7** Providing any insurance required herein does not relieve the Successful Offeror of any of the responsibilities or obligations assumed by the Successful Offeror in any resulting Contract or for which the Successful Offeror may be liable by law or otherwise.

**5.3.8** Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

**5.4 Corporation Registration**

Whenever required by law, business entities not organized under the laws of the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland 21201 ("SDAT") before doing any business in this State. ([www.dat.state.md.us](http://www.dat.state.md.us))

All Offerors that are business entities shall be and present evidence that they are in good standing with SDAT.

**5.5 Audit of the Successful Offeror**

**5.5.1** The Successful Offeror shall retain in original form, format, and medium all books, records, and documents from the date of their inception. This shall include, but not be limited to, cost or pricing data relating to the Contract and the Successful Offeror operations, including perpetual inventory records of equipment for a period of at least three (3) years following the date of final payment by the County. The Successful Offeror shall make these records available for inspection and audit by the authorized representative of the County during normal business hours. The Successful Offeror shall receive the County's written authorization for any request to change the form, format, or medium of any record, or for earlier destruction of any record. The Successful Offeror shall comply with County notification that a record must be retained for a longer period.

**5.5.2** The County may audit at any time during the term of the Contract and for a period of at least three (3) years after the date of final payment by the County the

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Successful Offeror's books and records relating to any work performed under this RFP and any resulting contract, including, but not limited to:

- Cost or pricing data submitted by the Successful Offeror;
- The determination of Successful Offeror's costs or estimated costs in connection with any change order or contractual modification or proposed change order or contractual modification;
- The Successful Offeror's financial condition; and
- Claims by one party against any other.

**5.6 Taxes – Responsibility for Payment Exemptions Forms to be Filed, etc.**

The Successful Offeror is responsible for paying and, by submitting a Proposal, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this RFP. The Successful Offeror is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same.

**5.7 Exceptions to Specifications**

**5.7.1** In addition to the requirements specified herein, the Offeror shall note all exceptions to Specifications in writing in detail at the time of submittal of the Proposal. The absence of a written list of Specification exceptions at the time of submittal of the Proposal shall hold the Successful Offeror strictly accountable to the County for furnishing goods or services in full accordance with the Specifications as written and shall be grounds for rejecting any good or service not fully meeting Specifications. Any discrepancy or detail required by the Specifications and not listed as an exception shall be demanded by the delivery of the goods or services.

**5.7.2** In determining the acceptability of any goods not fully meeting the Specifications, the decision of the Purchasing agent shall be final.

**5.7.3 All deviations from or exceptions to the Specifications shall be listed separately from the rest of the Proposal and marked appropriately referencing the applicable Specification number.** The County shall determine if listed deviations and exceptions are accepted or rejected. **Any deviations and exceptions not listed as required are deemed rejected.**

**5.7.4** The County shall not accept additional exceptions pertaining to Agreement or HIPAA language if not part of the initial Exception statements at a later time. All necessary documents shall be included in the initial Technical and Cost proposals.

**5.8 Termination Process**

**5.8.1 Termination for Convenience:**

Notwithstanding anything contained herein, the County may terminate the resulting Contract resulting from this procurement anytime, in whole or in part, without showing cause by providing sixty (60) days written notice to the Successful Offeror. The County shall pay all reasonable costs incurred by the

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Successful Offeror up to the date of termination. The Successful Offeror shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

**5.8.2 Termination for Cause:**

Notwithstanding anything contained herein, if the Successful Offeror fails to fulfill its obligation under the Contract properly and on time or otherwise violates any provision of this RFP or the Contract resulting from this RFP, the County may terminate this RFP or any Contract resulting from this RFP immediately by written notice to the Successful Offeror. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Offeror shall, at the County's option, become the County's property. The County shall pay the Successful Offeror fair and equitable compensation for satisfactory performance prior to receipt of the notice of termination less the amount of damages caused by the Successful Offeror's breach. If the damages are more than the compensation payable to the Successful Offeror, the Successful Offeror shall remain liable after termination, and the County may take all steps necessary to collect damages.

**5.9 Liquidated Damages**

Should the Successful Offeror fail to perform as required by the Contract or should the County terminate the Contract, and the Successful Offeror fails to fully complete its obligations under this RFP and the Contract resulting from this RFP, the County shall also have the right to assess the Successful Offeror a liquidated damage amount not to exceed \$50 per business day to be calculated on the basis of the County's documented and reasonable proof of harm, loss, inconvenience, or non-feasibility of otherwise obtaining an adequate remedy.

The assessment of liquidated damages by the County against the Successful Offeror does not supersede the right of the County to impose other remedies available. This includes, but is not limited to, reductions in or withholding payments to the Successful Offeror.

**5.10 Headings**

The words and phrases used in the heading of various sections and parts of this RFP are for convenience only and shall not affect the interpretation of any of the terms, conditions, and requirements contained anywhere in the RFP.

**5.11 RFP Text Emphasis**

Throughout this RFP, there may be occasional use of underlining, bolding, oversized characters or other methods of text emphasis. No remarkable difference in emphasis or relative importance of text content is intended by the use of any one method in place of another.

**5.12 Optional Use of Contract**

The Successful Offeror reserves the right to extend all of the terms, conditions, Specifications, and unit or other prices of any Contract resulting from this RFP to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities, including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Successful Offeror agrees to notify the issuing body of those entities that wish to use any

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contract resulting from this RFP and shall also provide usage information, which may be requested.

The County assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this RFP. All purchases and payment transactions shall be made directly between the Successful Offeror and the requesting entity. Any exceptions to this requirement shall be specifically noted in the Proposal.

**5.13 Parent Company**

If an Offeror is owned or controlled by a parent company, the name, main office address, and tax identification number of the parent company shall be provided in the Technical Proposal.

**5.14 Assignment and Delegation**

Except for assignment of antitrust claim, a party to any contract resulting from this RFP may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

**5.15 Indemnification**

The Successful Offeror shall indemnify, save, and hold harmless the County, its employees, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Successful Offeror or its employees, agents, subcontractors, or assignees pursuant to the terms of the any contract resulting from this RFP.

**5.16 Applicable Law**

The laws of the State of Maryland shall govern in connection with the formation, performance, and the legal enforcement of any contract resulting from this RFP.

**5.17 Conditions for Purchasing Elsewhere**

The time of delivery is of the essence. Should the Successful Offeror fail to perform as specified, the County Purchasing Agent reserves the right to procure services on the open market or by contract in which event the extra cost above the Contract price shall be due and owing from the Successful Offeror and may be deducted from any money due or which may become due.

**5.18 Fair Labor Standards**

The Successful Offeror shall comply with all applicable provisions of the Federal Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any way and hours law, including but not limited to, FLSA for work performed by the Successful Offeror's employees for which the County may be found jointly or solely liable.

**5.19 Changes**

The Successful Offeror may request changes within the general scope of any resulting Contract from this RFP. If a requested change causes an increase or decrease in the

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cost to any equitable adjustment of the price or schedule or both, the County shall reflect such adjustment in a change order. The Successful Offeror shall not perform requested changes unless both parties execute a written change order, and, if the Successful Offeror proceeds to perform such changes without a written change order, it does so at its own risk. The cost of any goods, materials, or services covered by a Change Order or of any claim for an adjustment in the price shall be determined as provided in this Section.

The County may, at any time, by written order, make changes within the general scope of any Contract resulting from this RFP.

Where additional goods or services, neither specifically nor generally included in any Contract resulting from this RFP are necessary in the sole judgment of the County, the County shall work with the Successful Offeror to define such goods or services and shall agree, in writing via a change order executed by both parties prior to provision of such goods or services, upon the goods or services, a reasonable price (if any) for the goods or services, and a reasonable period of time for the Successful Offeror to perform under the Contract. Strict compliance with this Section shall be a prerequisite to the Successful Offeror receiving payment for the additional goods or services.

In the event the Successful Offeror is unsure as to whether any good or service is within the scope of any Contract resulting from this RFP, the Successful Offeror shall first confer with the County's Purchasing Agent prior to provision of such goods or services are included within the scope of the Contract. If the parties cannot agree on a reasonable fee or time period to provide such goods or services or cannot agree whether the goods or services are within the scope of the Contract, the Successful Offeror shall be required to provide the goods or services if necessary due to an emergency or to avoid a negative impact on any schedule. During and after such the provisions of goods or services, the parties shall continue to endeavor in good faith to reach an agreement on a reasonable fee and time period for performance under the Contract and to agree on whether the goods or services are additional goods or services.

Notwithstanding anything to the contrary contained in this Section, if the parties are unable to agree on a change order or on the cost of goods or services required under a change in sufficient time to maintain any schedule, the County may direct the Successful Offeror to provide the additional goods or services if the additional goods or services are necessary due to an emergency or to avoid a negative impact on any schedule, and the cost shall be determined or otherwise agreed to at a subsequent date. Upon receipt of such directed change order, the Successful Offeror shall promptly provide the goods or services, which shall be provided in accordance with any Contract resulting from this RFP.

**5.20 Damage to County Facilities, Buildings, or Grounds**

The Successful Offeror shall repair, or cause to be repaired, at its own cost any and all damage to County facilities, buildings, or grounds caused by the Successful Offeror or employees, subcontractors, or agents of the Successful Offeror. Such repairs shall be made immediately after awareness of damage, or notice by County, but in no event more than thirty (30) days after the occurrence.

**5.21 Liability of County**

The County has no obligations to provide legal counsel or legal defense to the Successful Offeror or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not part of this Contract against the Successful Offeror or its

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subcontractors as a result of or relating to the Successful Offeror's obligations under this Contract.

**5.22 Notice of and Cooperation in Litigation**

The Successful Offeror will immediately give notice to the County of any claim or suit made or filed against the Successful Offeror or its subcontractors regarding any matter resulting from or relating to the Successful Offeror's obligations under this Contract, and will cooperate, assist, and consult with the County in the defense or investigation of any claim, suit, or action made or filed against the County as a result of or relating to the Successful Offeror's obligations under this Contract.

**5.23 Price Adjustments**

**5.23.1** All prices offered herein shall be firm against any increase for two (2) years from the effective date of the Contract. Prior to commencement of subsequent renewal terms, the County will entertain a request for price adjustments in accordance with the current Consumer Price Index. The Successful Offeror shall request all price adjustments in writing at least sixty (60) days prior to the renewal date.

**5.23.2** For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Washington-Baltimore, DC-MD-VA-WV-All Items, Not Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

**5.23.3** The County reserves the right to accept or reject the request for a price increase. If the County approves the price increase, the price will remain firm for the renewal term for which it was requested.

**5.24 Agreement**

The Successful Offeror will be required to sign an Agreement similar to the attached Agreement. Successful Offeror shall review this Agreement and include any exceptions or changes with the Proposal. Any changes will be reviewed by the County Law Office and determined if acceptable. Failure to provide exceptions or changes will result in the assumption that the Agreement is acceptable to the Successful Offeror.

**5.25 HIPAA**

If a Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996, and regulations enacted pursuant thereto (collectively "HIPAA"), is deemed necessary by the County based on the Work to be performed hereunder, the Successful Offeror agrees to enter into a Business Associate Agreement as an Addendum to this Agreement.

**5.26 Confidentiality Agreement**

Successful Offeror shall agree to sign any necessary confidentiality agreements between the County and the County vendors who require such an agreement in order to provide the required information to the Successful Offeror as a representative for the County.

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APPENDICES

AA County Government, Library, and College Benefits & Enrollments	Appendix A
AACPS Benefits and Enrollments	Appendix B
AACPS Benefit Initiatives	Appendix C
Cost Proposal Form	Appendix D
Affidavit	Appendix E
AA County Government Standard Agreement	Appendix F
AA County Government Standard Business Associate Agreement (HIPAA)	Appendix G

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Appendix A

AA County Government, Library and College Benefits and Plan Enrollments

2009 Health and Welfare Plans Enrollment

<b>Plan</b>	<b>Actives</b>	<b>Retirees</b>
CareFirst Triple Option	1221	735
CareFirst Blue Choice HMO	1841	279
CIGNA OPIN	1961	249
CIGNA Wrap		Over 65 - 939 Under 65 - 64
Caremark RX	6614	2000
CIGNA PPO Dental	5872	1316
CIGNA DHMO Dental	1008	242
VSP Vision	7149	1757
ADP FSA	673	0
Prudential Group Life	8385	681
Select Voluntary Benefits	90	0

Other Voluntary Active Programs:

- Savings Bonds Program
- Short Term Disability Income Replacement Programs (variety of vendors)

Other: Wellness Program

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Attachment B

**AACPS Benefits List & Enrollment Statistics**

<b>Plan</b>	<b>Active</b>	<b>Retired</b>	<b>Total</b>
CareFirst Triple Option	119	1,145 (u/o65)	1,264
CareFirst PPN	5,022	288 (u/65)	5,310
CareFirst Blue Choice	1,976	428 (u/o65)	2,404
Aetna HMO	1,383	85 (u65)	1,468
CareFirst Traditional Medical/ Medicare Supplemental for Retirees	22	2,146 (o65)	2,168
CVS Caremark (RX)	8,522	4,092	12,614
CareFirst Dental PPO	3,723	1,060	4,783
UCCI HMO	384	85	469
CareFirst Trad Dental	4,670	2,857	7,527
CareFirst Low Vision	3,249	1,886	5,135
CareFirst High Vision	4,890	1,693	6,583
Cigna Group Life & AD&D	9,879		
Cigna Voluntary Life	2,528		
Deferred Comp (Multiple)	4,000 (approx.)		
LTC (Unum) (Long term Care)	1,000		
FSA's (HFS)	1,500		
Other Voluntary Ins.	2,000		

u = under

o = over

**Other Voluntary Active Programs:**

- Deferred Compensation Program currently has six (6) vendors offering 403 (b) plans and four (4) vendors offering 457 plans. A new program in 2010 will have Four (4) vendors offering both 403(b) and 457 plans.
- Savings Bond Program
- Short Term Disability Income Replacement Programs (variety of vendors)
- Long Term Care
- Maryland College Savings Plan

Other:

- Wellness Program
- Union sponsored voluntary programs
- Flexible Spending Accounts

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Attachment C

**2010 AACPS Benefits Initiatives**

Consulting Support required for:

1. COBRA Administrators Vendor review (bid in 2010)
2. On-going: 403b/457 Vendor Review/Analysis/Compliance
3. On-going health care data mining, predictive modeling, renewal forecasting for health/life vendors. Attend annual reviews or other meetings as necessary.
4. Medicare Drug Review/actuarial analysis
5. GASB Support/Review
6. On-going communications review/compliance.
7. Benefits Recommendation Committee Meeting Attendance for review/support. Approximately 10 hours per year.
8. Preparation of healthcare RFP (timing such as HMO bid in 2011) Review of proposals, development of finalist questions and review of vendors. Implementation support.
9. Review of dental plan and vision options
10. Benchmarking support (school systems) – on-going
11. Review of disease management in medical and prescription plans
12. Review of CVS/Caremark Bio-care Solutions Program to address rising costs of bio-tech meds.
13. Assistance in compliance issues, executive benefits, COBRA, special pay plans, HIPAA, FMLA, etc., (on-going). IRS and state level (eg HB's - healthcare benefits)
14. Assistance and support in expanding wellness scope
15. Review and involvement of on-going Healthcare vendor contracts for quality and performance review.
16. Other projects as defined.

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Attachment D

**COST PROPOSAL FORM**

Offeror shall list all job titles/staff member positions to be utilized for this Contract.

**Year 1**

<u>Job Title/Staff Member</u>	<u>Hourly Fee</u>
1. Senior Consultant	\$ _____ /hr.
2. Lead Project Consultant	\$ _____ /hr.
3. Senior Analyst	\$ _____ /hr.
4. Junior Analyst	\$ _____ /hr.
5. Administrative Support	\$ _____ /hr.

**Total Hours/Average Rate ( Sum of #1 – 5 / 5):**      \$ \_\_\_\_\_ /hr.

**Year 2**

<u>Job Title/Staff Member</u>	<u>Hourly Fee</u>
1. Senior Consultant	\$ _____ /hr.
2. Lead Project Consultant	\$ _____ /hr.
3. Senior Analyst	\$ _____ /hr.
4. Junior Analyst	\$ _____ /hr.
5. Administrative Support	\$ _____ /hr.

**Total Hours/Average Rate (Sum of #1 – 5 / 5):**      \$ \_\_\_\_\_ /hr.

Total Hours/Average Rate for Year 1: \_\_\_\_\_

Total Hours/Average Rate for Year 2: \_\_\_\_\_

**Subtotal Years 1 + 2:** \_\_\_\_\_

**(Subtotal Years 1 + 2 ) / 2 (years) =** \_\_\_\_\_  
**(Average Rate 2 years)**

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Attachment E

**AFFIDAVIT**

On behalf of \_\_\_\_\_, I do solemnly declare and affirm, under penalty of perjury,  
(Contractor/Bidder/Offeror)  
that to the best of my knowledge, information, and belief:

1. Neither \_\_\_\_\_, nor any of its officers, directors, or partners, or any  
(Contractor/Bidder/Offeror)  
of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in ' 16-101 of the State Finance and Procurement Article of the Maryland Annotated Code), or a local governmental entity in the State, has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any State or of the Federal Government;

(b) been convicted under a State or Federal law or Statute of any offense enumerated in ' 16-203 of the State Finance and Procurement Article of the Maryland Annotated Code; or

(c) been found civilly liable under a State or Federal Antitrust Statute as provided in ' 16-203 of the State Finance and Procurement Article of the Maryland Annotated Code.

2. \_\_\_\_\_ shall not knowingly enter into a contract with a public  
(Contractor/Bidder/Offeror)  
body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article of the Maryland Annotated Code will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither \_\_\_\_\_, nor any employee or representative of  
(Contractor/Bidder/Offeror)  
\_\_\_\_\_  
(Contractor/Bidder/Offeror):

(a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or

(b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any Bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted

Contractor/Bidder/Offeror: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public of the State of \_\_\_\_\_, County or City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
(Notary Public)

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

**Anne Arundel County**  
**REQUEST FOR PROPOSALS**  
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**EMPLOYEE BENEFITS CONSULTING SERVICES**

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**Attachment F**

**SAMPLE ONLY**

**AGREEMENT FOR SERVICES**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Anne Arundel County, Maryland (the "County"), and \_\_\_\_\_ (the "Contractor").

WHEREAS, the County issued Invitation for RFP No. \_\_\_\_\_, entitled "\_\_\_\_\_", a copy of which is attached hereto as Attachment A and is incorporated herein and made a part hereof;

WHEREAS, copies of the Contractor's technical proposal, if any, and cost proposal are attached hereto as Attachment B;

WHEREAS, having completed the Procurement process in accordance with Attachment A and the Anne Arundel County Code, the County is awarding the resulting contract to the Contractor; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Contractor and the County agree as follows:

1. The Contractor shall perform services described and outlined in Attachments A and B to this Agreement, which are incorporated herein and are made a part hereof (the "Work").

2. The County and the Contractor shall have all rights and obligations set forth in Attachments A and B. If any term of this Agreement conflicts with any term of Attachments A or B to this Agreement, then the term of this Agreement shall control. If any term of Attachment A to this Agreement conflicts with any term of Attachment B to this Agreement, then the term of Attachment A shall control.

3. The County shall pay the Contractor in accordance with the fee schedule set forth in Attachment B to this Agreement. Services under this Agreement shall be performed pursuant to Blanket Order Release Purchase Orders issued by the Purchasing Agent. The Finance Officer shall certify availability and encumbrance of funds for each Blanket Order Release Purchase Order issued pursuant to this Agreement, and no payment shall be made to the Contractor absent such certification.

4. The Contractor certifies that this Agreement has been duly authorized and approved by all required organizational action of the Contractor.

5. The person executing this Agreement on behalf of the Contractor certifies that he or she has the legal and organizational authority to do so."

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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ATTEST:

ANNE ARUNDEL COUNTY,  
MARYLAND

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
By: Dennis Callahan Date (SEAL)  
Title: Chief Administrative Officer

[CONTRACTOR NAME]

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
By: \_\_\_\_\_ Date (SEAL)  
Title: \_\_\_\_\_

Approved.

\_\_\_\_\_  
Purchasing Agent Date

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Office of Law Date

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**SAMPLE ONLY**  
**Attachment G**

**ADDENDUM TO AGREEMENT**  
**BUSINESS ASSOCIATE AGREEMENT**

**This Business Associate Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Anne Arundel County, Maryland (“County”) and \_\_\_\_\_ (the “Contractor”).**

WHEREAS, the County and the Contractor have entered into a contract whereby the Contractor will be providing services (the “Contract”); and

WHEREAS, by virtue of the provision of services pursuant to the Contract with the County, the Contractor may obtain, collect, maintain, use, or otherwise have access to health information, as defined by Standards for Privacy of Individually identifiable Health Information, 45 CFR Parts 160 and 164, and medical records, as defined by Maryland Health General Code Annotated, §§4-301, Sections 4-301, et seq., known as the Maryland Confidentiality of Medical Records Act (“MCMRA”); and

WHEREAS, the parties are desirous of entering into this Business Associate Agreement to ensure compliance with the requirements of the Health Insurance Portability and Accessibility Act of 1996, 42 U.S.C. §§1320d through 1329d-8 (“HIPAA”) and its implementing regulations (45 CFR Parts 142 and 160 through 164) (the “Regulations”) and MCMRA;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

- 1. The terms used in this Agreement have the meanings set forth in the Regulations.**
2. The Contractor may use and disclose protected health information for the proper management and administration of the Contractor as provided in §164.504(e)(4), to provide data aggregation related to health care operations of the County, and to carry out the legal responsibilities of the Contractor, if: (1) the disclosure is required by law; and (2) the Contractor obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person will notify the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
3. The Contractor agrees not to use or disclose health information other than as permitted or required by the Contract, this Agreement, or as otherwise required by law.
4. The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the information other than as provided for by the Contract and this Agreement.
5. The Contractor agrees to report to the County any use or disclosure of the health information not provided for by the Contract or this Agreement, or applicable law.
6. The Contractor shall ensure its employees, agents, and subcontractors to whom the Contractor provides protected health information received from, created by, or received by the Contractor on behalf of the County shall agree to the same restrictions and conditions that apply to the Contractor with respect to the information.

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7. The Contractor shall make protected health information available in accordance with 45 CFR §164.524.

8. The Contractor shall make protected health information available for amendment and shall incorporate any amendments to protected health information in accordance with 45 CFR §164.526.

9. The Contractor shall make the information required to provide an accounting of disclosures available in accordance with 45 CFR §164.528.

10. The Contractor shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, created by, or received by the Contractor on behalf of the County available to the Secretary of the Department of Health and Human Services for purposes of determining the covered entity's compliance with the Regulations.

11. At the termination of the Contract, if feasible, as determined by the County in consultation with the Contractor, the Contractor shall return or destroy all protected health information received from, created by, or received by the Contractor on behalf of the County that the Contractor maintains in any form and shall retain no copies of such information. If the County, in consultation with the Contractor, determines that return or destruction of the protected health information is not feasible, the Contractor shall extend the protections of this Agreement to the information and shall limit further uses and disclosures to those purposes that make return or destruction of the information infeasible.

12. The term of this Agreement shall be the same as the term of the Contract. The County may terminate this Agreement for cause if the County, in its sole discretion, determines that the Contractor has violated a material term of this Agreement. Termination of this Agreement for cause pursuant to this paragraph may be viewed by the County as a breach of the Primary Contract and grounds for termination in accordance with the default termination clause of the Primary Contract.

**13. The Contractor may use protected health information to make reports in accordance with 45 CFR §164.502(j)(1).**

14. The Contractor agrees to implement appropriate safeguards to prevent use or disclosure of the protected health information, including:

**a. Limiting of the amount of protected health information used or disclosed pursuant to this Agreement to the minimum necessary to carrying out the functions of the Contract and to otherwise achieve the purposes of the use and disclosure;**

**b. Taking steps to protect the physical security of and prevent unauthorized access to the protected health information, furnishing the County with a written description of these steps, and allowing representatives of the County access to premises where the protected health information is maintained for the purpose of inspecting the physical security arrangements; and**

**c. Requiring each of its agents, employees, and subcontractors having involvement with protected health information to comply with applicable laws and regulations relating to confidentiality of protected health information, including the provisions of this Agreement and MCMRA.**

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15. The Contractor agrees to:

**a. Mitigate, to the extent practicable, any harmful effect of a use or disclosure of protected health information by Contractor in violation of the requirements of this Agreement that is known to Contractor;**

**b. Report to the County any use or disclosure of the protected health information not consistent with this Agreement of which it becomes aware within 5 days of the time it becomes aware of the use of disclosure;**

c. Ensure that any agent, employee, or subcontractor agrees to the same restrictions and conditions that apply to the Contractor with respect to any protected health information provided to the employee, agent, or subcontractor that is received from, created by, or received by Contractor on behalf of the County;

d. Provide access at the request of the County and in the time and manner directed by the County to protected health information in a designated record set maintained by the Contractor to the County or, as directed by the County, to an individual to meet the requirements 45 CFR §164.524;

**e. Make any amendments to protected health information in a designated record set maintained by the Contractor that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an individual, and in the time and manner directed by the County;**

**f. Make available to the County and to the Secretary of the Department of Health and Human Services in a time and manner directed by the County or designated by the Secretary any protected health information received from, created by, or received by Contractor on behalf of the County, as well as any internal practices, books, and other records relating to the use and disclosure of protected health information, for purposes of the Secretary determining the County's compliance with the any privacy rule;**

**g. Document disclosures of protected health information and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528; and**

**h. Provide to the County or an individual, in time and manner directed by the County, information collected in accordance with subsection (g) of this section, to permit the County to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.**

16. Any reference in this Agreement to a section in the Regulations means the section as in effect or as amended.

17. The parties hereto agree to take such action to amend this Agreement from time to time as is necessary for the County and the Contractor to comply with the requirements of the Regulations and HIPAA.

18. The respective rights and obligations of the Contractor under this Agreement shall survive the termination of this Agreement.

19. Any ambiguity in this Agreement shall be resolved to permit and require the County and the Contractor to comply with the Regulations and HIPAA.

**20. THE CONTRACTOR ACKNOWLEDGES THAT BY ACCEPTING HEALTH INFORMATION FROM THE COUNTY OR IN PERFORMANCE OF THE AGREEMENT, IT BECOMES A HOLDER OF MEDICAL RECORDS INFORMATION UNDER THE MARYLAND**

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**CONFIDENTIALITY OF MEDICAL RECORDS ACT AND IS SUBJECT TO THE PROVISIONS OF THAT LAW. IF HIPAA AND THE REGULATIONS AND THE MCMRA CONFLICT REGARDING THE DEGREE OF PROTECTION PROVIDED FOR PROTECTED HEALTH INFORMATION, THE CONTRACTOR SHALL COMPLY WITH THE MORE RESTRICTIVE PROTECTION REQUIREMENT.**

21. Business Associate Determination - If Contractor is not a business associate as defined in the Privacy Rule, 45 CFR §160.103, none of the foregoing provisions apply. Such determination may be made by an advisory letter issued by the Department of Health & Human Services or by agreement of the parties' counsel.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

ATTEST: ANNE ARUNDEL COUNTY, MARYLAND

\_\_\_\_\_  
Witness BY: Dennis Callahan Date  
TITLE: Chief Administrative Officer

[CONTRACTOR]

\_\_\_\_\_  
Witness BY: TITLE: Date

Approved for form and legal sufficiency:

\_\_\_\_\_  
Anne Arundel County Date  
Office of Law

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