



**Request for Proposal
RFP-5158-23-SH
BENEFIT BROKERAGE SERVICES**

RESPONSES DUE:

January 19, 2023 prior to 2:30 P.M.

Accepting Electronic Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)

www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

**NOTE: All City solicitation openings are held virtually.
See Section 1.6 for details.**

PURCHASING REPRESENTATIVE:

Susan Hyatt, Senior Buyer

susanh@gjcity.org

970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Susan Hyatt, Senior Buyer
susanh@gjcity.org

The City would like to remind all Firms, Sub-Firms, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project or Purchasing Division. Direct communication with the City assigned Project Managers/Human Resources/Benefits is not appropriate for public procurement, and may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified firms or individuals to provide Brokerage Services for Benefits and Group Health Insurance.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado (City) and is referred to throughout this Solicitation. The term Owner means the Owner or authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.6 Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (BidNet Colorado) website, www.bidnetdirect.com/colorado. The uploaded response shall be a single PDF document with all required information included. This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "**Electronic Vendor Registration Guide**" at <http://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise

during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

**Please join the virtual opening for Benefit Brokerage Services RFP-5158-23SH
Jan 19, 2023, 2:30 – 3:00 PM Mountain Time.**

Please join the meeting from your computer, tablet or smartphone.

<https://meet.goto.com/893844709>

You can also dial in using your phone.

Access Code:

893-844-709

United States:

[+1 \(224\) 501-3412](tel:+12245013412)

Join from a video-conferencing room or system.

Meeting ID:

893-844-709

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

893844709@67.217.95.2 or 67.217.95.2##893844709

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado and on the City's website at www.gjcity.org/501/Purchasing/Bids. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror

has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.

- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.15 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.16 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17 Public Opening:** Proposals shall be opened virtually immediately following the proposal deadline. Offerors, their representatives and interested persons may attend virtually. See Section 1.6 for details. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services are to be performed and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the services under a contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services are ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, for the value of services performed and materials placed in accordance with the Contract Documents. The services performed by the Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.
- 2.8. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Services:** The Firm shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of its services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.20.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.20.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien services or otherwise violate the provisions of the Federal Immigration Reform

and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

- 2.22. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.25. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, sub-Firm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.

- 2.41. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.43. Definitions:**
- 2.43.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
 - 2.43.2.** The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
 - 2.43.3.** "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission it may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.
 - 2.43.4.** "Sub-Contractor" is a person or organization who has a direct contract with the Firm to perform any of the services at the site. The term Sub-Firm is referred to throughout the contract documents and means a Sub-Contractor or its authorized representative.
- 2.44. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Firm of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) **Workers' Compensation:** Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) **General Liability insurance with minimum combined single limits of:**

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) **Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:**

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate.

(d) **Professional Liability & Errors and Omissions Insurance policy with a minimum of:**

ONE MILLION DOLLARS (\$1,000,000) per claim.

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Services, the policy shall contain a severability of interests provision.

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** In keeping with its policy of business-like administration of the public monies entrusted to it, the Owner is considering Proposals for the Brokering of Employee Benefits. Broker Services must be Consultative to promote comparison of the existing Employee Benefit and Health Plan offerings to those available in the commercial market. This RFP process is for Brokerage Services for Benefits and Group Health Insurance only and consultant will receive no carrier commissions and/or additional fees on any lines of business that are not disclosed and highlighted as separate line item(s). The City's fiscal year runs January through December. The estimated number of benefit eligible employees in 2023 is 824. Currently, the City has 729 active employees with 670 employees enrolled in the medical benefit plan. Reports are received quarterly via email in PDF or Excel format. Monthly meetings may also be appropriate in addition to attendance at benefit vendor meetings.
- 4.2. Group Health Insurance Program:** The incumbent Group Health Insurance provider is Cigna and SHALL NOT be contacted regarding this solicitation. The Owner provides a Retiree Health Plan in conjunction with the Employee Group Health Plans that shall remain part of the overall Group Health offering. All Group Health Plans renew on January 1, 2024.
- 4.3. Scope of Services:** The selected Broker shall provide the Owner insurance brokerage and advisory services associated with employee benefit plans. This includes, but is not limited to, negotiating with insurance providers, analyzing options, and making recommendations.

During the term of this Contract the Benefits Broker shall perform the following services:

- Serve as broker of record and/or consultant for all employee benefits.
- Contribute to the development of objectives and initiatives through strategic planning.
- Advise the Owner regarding plan design issues, plan management, wellness, potential cost savings, and reducing health plan expenditures while retaining competitive benefits programs.
- Gather and present data and options from a variety of vendors in all benefit areas with the objective of maximizing the Owner's value in terms of coverage, price, and service.
- Provide financial projections of future benefit costs and support the Owner's budgeting needs.
- Compile cost and trend data as needed and report on a routine basis.
- Analyze data (past, current, and future trends) and plans for health, dental, vision, disability, life, and/or voluntary benefits. Formally meet with leadership at least quarterly to present, discuss, and make recommendations to meet the Owner's objectives.
- Ensure group health insurance provider has the ability to interface with Sage Health & Wellness Center (Marathon Health) to provide reporting and accumulators to the Owner.
- Analyze utilization data to identify preventative measures; analyze utilization data with an emphasis on the development of wellness initiatives.
- Provide suggestions for cost savings through plan design, alternative funding

arrangements, and employee benefits education while maintaining or increasing employee satisfaction with the benefit options/plans.

- Provide current information on managed care delivery systems and other current and emerging programs and any other general health care consulting advice.
- Review marketplace through formal bids and Requests for Proposals to assure rates and fees are competitive and present a report of findings annually and at the request of the Owner.
- Complete any/all application(s) for coverage and any/all associated documentation and/or forms.
- In the event the Owner offers a self-funded, or partially self-arrangement for the medical plan, the Broker will manage needs such as facilitating and tracking of data and claims with the medical carrier for specific and/or aggregate coverage and negotiation of the stop loss contract and terms.
- Serve as a liaison between the Owner and the Insurance Carrier/Administrator to include renewal negotiations, claims issue inquiries and resolutions, coordination of onsite visits, explanation of new procedures to staff, and assistance in communication to employees and/or covered dependents.
- Provide onsite and/or virtual open enrollment support including document preparation, videos, and virtual presentations for employee education.
- Provide ongoing analysis of plan designs, cost containment strategies, and cost sharing alternative available to the Owner.
- Draft and/or review Plan Documents and Summary Plan Descriptions as needed; facilitate revisions as necessary. Provide all necessary information for reporting.
- Provide the Owner an approved electronic online enrollment and benefits Actuarial Analysis & Reporting.
- Conduct annual underwriting analysis of Medical, Dental and Vision financial experience, claims experience, and future funding requirements and provide oversight of the following:
 - Data collection
 - Analysis of data and validation of trends
 - Projection of expenses for the next fiscal year
 - Recommendations regarding funding reserves
 - Determination of funding rates and COBRA rates for the following plan year
 - Calculation of prospective employee and employer contributions
- Communicate information regarding changes in statutes, rules, and regulations regarding our responsibility under federal and state laws, the Affordable Care Act (ACA), and the management of benefits. In addition, provide a reporting and compliance calendar to the Owner.

4.4. Special Conditions and Provisions: Firm shall agree to comply with any requirements for Employee Communication Materials and Benefits Open Enrollment special event. Firm shall make available to Owner and Owner's employees, standard insurance communication materials (e.g., brochures, posters, forms, videos, and virtual presentations) designed to increase manager and employee awareness as noted below at the time of initial implementation. Materials will be drop-shipped to Owners corporate headquarters, or an alternative site designated by Owner, for distribution by Owner to employees. All shipping

and handling expenses associated with the promotional materials shall be FOB Destination. Additional insurance communication materials shall be provided to the Owner at no additional fee. Any other materials, which the Owner may distribute, shall also be at the Firm's expense. Firm will provide the Owner with all final original documentation. (i.e. editable Publisher, PowerPoint original content), and all communications, documents, presentations, videos and content will become property of the Owner delivered in editable/unprotected formats. General materials included for implementation and annual communications under this Agreement are:

- 4.4.1. Brochures in a quantity equal to 120% of the number of Eligible Employees for distribution at implementation and then as needed on an annual basis.
- 4.4.2. Q&A sheets in a quantity equal to 120% of the number of Eligible Employees for distribution at implementation and then as needed on an annual basis.
- 4.4.3. Manager Updates in a quantity equal to 25% of the number of Eligible Employees for distribution on a quarterly basis.
- 4.4.4. Orientation Videos, virtual presentations, and website support at implementation as required.
- 4.4.5. Posters for display at work sites in a quantity up to 10% of the number of Eligible Employees at implementation and on an annual basis.

4.5. Proposals must include the following items:

- 4.5.1. Describe what resources your Firm offers locally as well as any additional resources you may call on elsewhere in your firm.
- 4.5.2. Describe your firm's prior experience with municipalities like the City of Grand Junction.
- 4.5.3. Explain your organization's philosophy in aligning total compensation strategies based on outcomes in improving overall health of the population and reducing total cost of care.
- 4.5.4. Explain how your Firm's services would complement the promotion and communication of your commitment to embracing improvement in overall health and decreasing the total cost of care.
- 4.5.5. State what internal/external resources are available for the development of innovative benefit concepts.
- 4.5.6. Describe your firm's technology capabilities including website, analytical tools, and/or other.
- 4.5.7. Describe how your Firm would assess and plan a three-year strategy for the City of Grand Junction members using a collaborative approach.
- 4.5.8. What percentage of your Firm's clients are fully funded? Describe the experience your firm has had and currently has with self-funding programs and resources you have related to help manage these programs/costs.

4.6. Relationships and Communication:

- 4.6.1. How does your Firm monitor the performance of the various partners and carriers/Third Party Administrators (TPA's) and ensure rates and fees are competitive and best in class as well as in the best interest of eligible employee and not based on broker relationships?
- 4.6.2. How does your Firm evaluate the partners and carriers/TPA's with whom you work?
- 4.6.3. How does your Firm evaluate the Owner's current voluntary benefit providers (i.e. Triad, VOYA, Sage Health & Wellness)?
- 4.6.4. Describe the type of relationships (financial, incentive-based, or otherwise) your Firm has with industry experts or vendor partners with which Firm regularly folds into client portfolios.
- 4.6.5. Describe your Firm's abilities and experience in updating existing communication materials and/or developing materials for use in explaining benefit programs.

4.6.6. Describe the support your organization can provide in preparation for and involvement in employee meetings, communications, open enrollment, etc.

4.7. Legal/Regulatory/Technical:

4.7.1. How does your Firm and your staff keep abreast of legal/regulatory changes such as COBRA, HIPAA, federal and state, and how and when do you communicate this information to your clients?

4.7.2. How will your Firm assist with filing of government documents concerning group insurance plans?

4.8. Renewal Planning and Negotiation:

4.8.1. What is your Firm's experience in negotiating services with TPA's, managed care companies, stop-loss insurance carriers, etc. and in developing vendor performance standards?

4.8.2. Outline your Firm's process for renewal from planning through implementation and include a sample timeline.

4.9. Organization Information:

4.9.1. Size and scope of firm, year founded and number of years servicing Colorado clients.

4.9.2. Describe Firm's financial stability and if the Firm is privately held.

4.9.3. Where will the assigned Account Manager be located?

4.9.4. Is there a client services team based in Colorado? How many people? What is their level of experience?

4.9.5. Describe any carrier relationships that would influence placement of your firm.

4.9.6. Do you represent other clients in the Grand Junction, Colorado area?

4.9.7. Does your firm have an ACA compliance team? Describe services related to ACA compliance.

4.9.8. Are there any conflicts of interest to declare regarding servicing the City of Grand Junction?

4.10. Additional Firm Information:

4.10.1. Provide the current number of clients serviced by your company.

4.10.2. Provide the number of clients serviced by the office that will be servicing this account.

4.10.3. Describe two to three (2-3) experiences with clients similar in size and industry where your organization helped them:

- Negotiate a lower rate during renewal
- Restructure their plan
- Introduce a health plan transition

4.11. RFP Tentative Time Schedule:

- | | |
|---------------------------------------------------|--------------------------|
| • Request for Proposal available: | December 21, 2022 |
| • Inquiry deadline, no questions after this date: | January 9, 2023 |
| • Addendum Posted: | January 11, 2023 |
| • Submittal deadline for proposals: | January 19, 2023 |
| • Owner evaluation of proposals: | January 20 – 24, 2023 |
| • Interviews (if required) | Week of January 30, 2023 |
| • Final selection: | February 1, 2023 |

4.12. Questions Regarding Scope of Services:

Susan Hyatt., Senior Buyer

susanh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only through the BidNet website, www.bidnetdirect.com/colorado. This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requires that proposals be formatted **A to F**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with City’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation, the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a benefits broker with experience in employee benefits and group health insurance to become a contract provider to the City of Grand Junction.
- C. Strategy and Implementation:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** that can attest to your experience in projects of similar scope and size. **Please also summarize the projects completed with these references including** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, etc. **For each reference, please include the number of benefit-eligible employees, numbers/types of plans serviced, and length of relationship.**
- E. Fee Proposal:** Provide an annual fee using the Solicitation Response Form found in Section 7.0. Return the entire Section 7 with your Proposal, including the table of services.
- F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (**with weighted values**):

The following collective criteria shall be worth 90%
<ul style="list-style-type: none">• Responsiveness of Submittal to the RFP (15) (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)• Experience (30) (Firm's proven proficiency in the successful completion of similar projects.)• Understanding Project & Objectives (20) (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)• Strategy & Implementation Plan (25) (Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C for details. Timeline of final report included in this score.)

The following criteria shall be worth 10%
* Fees (10)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, firm, supplier, or service provider in determining final award(s). References of the short-listed firms will be assessed during the final phase of the evaluation process.

- 6.3 Oral Interviews:** The Owner reserves the right to invite the most qualified rated proposer(s) to participate in oral interviews, if needed.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5157-23-SH Benefit Brokerage Services

1. Annual Fee to provide Benefit Brokerage Services \$ _____

Annual Fee written: _____

2. Using the following table with related questions and services, please identify and outline the scope of services provided. Be specific in the extent of services that can be provided at the above fee, including rural and nationwide capabilities.

Consulting Services	Notes
PLAN MANAGEMENT	
<input type="checkbox"/> Objective Setting	
<input type="checkbox"/> Financial Forecasting	
<input type="checkbox"/> Strategic Planning	
PLAN IMPLEMENTATION	
<input type="checkbox"/> Enrollment Meeting Support/Coordination	
<input type="checkbox"/> Develop Program Communications	
<input type="checkbox"/> Establish Procedures with Carriers	
ONGOING ADMINISTRATION	
<input type="checkbox"/> Troubleshoot Claim and Billing Issues	
<input type="checkbox"/> Review Carrier Effectiveness	
COMMUNICATION SERVICES	
<input type="checkbox"/> Plan Announcement Letters	
<input type="checkbox"/> Train the Trainer materials	
<input type="checkbox"/> Presentation Support	
<input type="checkbox"/> Employee Booklet/Draft Review	
<input type="checkbox"/> Teleconferencing	
<input type="checkbox"/> Benefit Brochures	
<input type="checkbox"/> Custom Posters	
<input type="checkbox"/> Annual Benefit Statements	
RENEWALS/BIDDING	
<input type="checkbox"/> Develop Specifications	

Consulting Services	Notes
<input type="checkbox"/> Select Target Markets/Vendors	
<input type="checkbox"/> Proposal Analysis	
<input type="checkbox"/> Pricing Negotiations	
<input type="checkbox"/> Renewal Projections	
<input type="checkbox"/> Vendor Evaluation	
<input type="checkbox"/> Utilization Analysis	
<input type="checkbox"/> Funding Approach Analysis	
<input type="checkbox"/> Coordinate Carrier Interviews with Client	
ALTERNATIVE FUNDING	
<input type="checkbox"/> Minimum Premium	
<input type="checkbox"/> Self-Funding	
<input type="checkbox"/> Employee Contribution Strategies	
SECTION 125 SERVICES	
<input type="checkbox"/> Medical Reimbursement Acct. Consulting	
<input type="checkbox"/> Dependent Care Reimbursement Acct. Consulting	
<input type="checkbox"/> Communication Development	
<input type="checkbox"/> Enrollment Strategies	
COBRA SERVICES	
<input type="checkbox"/> Recommend Outsourcing Vendors	
<input type="checkbox"/> Administration (Eligibility and Premiums) Consulting	
MISCELLANEOUS SERVICES	
<input type="checkbox"/> Periodic Newsletters	
<input type="checkbox"/> Governmental Regulation Updates	
VOLUNTARY BENEFITS	
<input type="checkbox"/> Plan Analysis & Design	
<input type="checkbox"/> Consult with Client on Communication to Employees	
<input type="checkbox"/> Prepare Communication	
<input type="checkbox"/> Conduct Group Meetings	
<input type="checkbox"/> Perform Annual Re-enrollments	

Consulting Services	Notes
401(K) CONSULTING	
<input type="checkbox"/> Plan Design	
<input type="checkbox"/> Legislative Issues	
<input type="checkbox"/> Investment Performance Analysis	
INDUSTRY DATA	
<input type="checkbox"/> Local/Regional/National	
<input type="checkbox"/> Benchmarking	
INTEGRATED BENEFIT STRATEGIES	
<input type="checkbox"/> Coordination of all Disability/Leave Related Programs	
<input type="checkbox"/> Management of Direct and Hidden Disability Expenses	
<input type="checkbox"/> Population health and wellness management services	
<input type="checkbox"/> Health Clinic Management	
<input type="checkbox"/> Pharmacy benefit management and/or other pharmacy strategies	
<input type="checkbox"/> Total Compensation Statements	
<input type="checkbox"/> Risk Mitigation	
<input type="checkbox"/> Workers' Compensation	
<input type="checkbox"/> Health Reimbursement Arrangements (HRA)	

3. RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: _____

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

The City of Grand Junction reserves the right to accept any portion of described services to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

 Company Name – (Typed or Printed)

 Authorized Agent – (Typed or Printed)

 Authorized Agent Signature

 Phone Number

 Street Address

 E-mail Address of Agent

 City, State, and Zip Code

 Date