



City of Concord

Request for Proposal (RFP)

Employee Benefits Insurance Programs

Brokerage Services

For Fiscal year - July 1, 2021 - June 30, 2024

August 31, 2020

BACKGROUND

The City of Concord will accept proposals from qualified firms to provide brokerage services for all employee benefits insurance programs implemented for the City of Concord. This includes but is not limited to Medical Coverage, Dental Coverage, Group Life Coverage, Disability Coverage, and Medical/Dependent Care Spending Account Elections. Medical and Dental Plans are self-insured with approximately 1,775 covered lives. This includes actives, retirees and elected officials.

In addition, they will also be responsible for providing advice and consultation regarding employee benefit services. Services include but are not limited to:

1. Preparing and marketing requests for proposals for all employee benefit programs.
2. Delivering a projection of the total cost of plans for the upcoming fiscal year and offering professional advice regarding the insurance program.
3. Advising the City of changes/trends in the healthcare industry affecting the insurance programs listed above.
4. Providing support during open enrollment via group and individual meetings and providing staff to assist with actual employee enrollment. Provides technical expertise/support to implement open enrollment selections.
5. Providing full time service personnel to answer questions and resolve issues with staff.
6. Coordinating the Section 125 program with Third Party Administrator; Designing and updating Plan Documents as necessary.
7. Producing Benefits Guides for all of our employees (including Section 125 program information).
8. Working with Third Party Administrators to adjudicate claims incurred by the employees and dependents of the City.
9. Providing advice and consultation regarding ACA Guidelines (Affordable Care Act) to insure compliance.
10. Providing advice and consultation for ad hoc benefits issues, problems or questions as they arise.
11. Assisting the City in the administration of its program.

The purpose of this RFP is to contract with a firm to provide full service brokerage services and recommend insurers specializing in Employee Benefits Insurance coverage for the fiscal years July 1, 2021-June 30, 2024.

All notices and other communications required or permitted by this RFP shall be in writing and shall be given either by personal delivery (call to schedule a delivery time), certified United States mail (with return receipt requested), addressed as follows:

Tracee Hicklin, Benefits Manager

**City of Concord
Human Resources Department
P.O. Box 308
Concord, North Carolina 28026-0308
Phone: (704) 920-5104
Email: hicklint@concordnc.gov**

1. DISPOSITION AND DISCLOSURE OF PROPOSALS

All proposals submitted in response to this RFP will become the property of the City of Concord and a matter of public record. The vendor must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that is proposed to be exempt from disclosure. Any firm claiming such an exemption must also state in its proposal that the firm agrees to hold harmless, indemnify and defend the City and its agents, officials and employees in any action or claim brought against the City for its refusal to disclose such materials, trade secrets or other proprietary information to any party making a request therefore. Any firm failing to include such a statement shall be deemed to have waived its right to claim an exemption from disclosure or damages as a result of such disclosure.

2. ADDENDA TO THE RFP

If it becomes necessary to revise any part of this RFP, written addenda will be supplied to all firms receiving this Request for Proposal.

3. PRESENTATIONS

Any vendor who submits a proposal may be required to make an on-site presentation of its capability to perform as described in its proposal to the City. Such a presentation will be at the vendor's expense and will provide an opportunity for the firm to clarify its proposal to ensure a thorough mutual understanding. Presentations should not exceed thirty minutes. The Benefits Manager will schedule such a presentation if deemed necessary.

4. VERBAL COMMUNICATION

In no case will verbal communication between the City and a respondent amend written communications or documentation. All communications must be in writing to be considered part of this RFP.

5. CRITERIA FOR SELECTION

Members of a selection committee will evaluate each submitted proposal to determine those firms who may be invited for an oral interview. The selection committee will recommend a contract with one firm to the Human Resources Director. The Human Resources Director will provide final approval of the selection.

All proposals submitted will be evaluated using the following criteria:

1. Compliance with the response format required by this Request for Proposal.
2. Services to be provided.
3. Qualifications of the firm and the proposed broker/consultant from the firm to be responsible for the contract, including but not limited to the experience and resources assigned to the project.
4. Litigation history arising from or related to the prior recommendations of the consultant.
Compliance or Regulatory Issues incurred regarding services provided.
5. Proposed Cost/Fees.

6. GENERAL CONDITIONS

A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

7. BANKRUPTCY/ LITIGATION

If any bankruptcy or insolvency proceedings are commenced against the brokerage agency and are not dismissed within sixty (60) days after service of such proceeding on the brokerage agency, or if the brokerage agency shall file a petition in bankruptcy or for reorganization or to effect a plan or other arrangement with creditors, or be adjudicated bankrupt or make an assignment for the benefit of creditors, or be dissolved or liquidated, or shall admit in writing its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of the brokerage agency or of all or substantially all of the property of the brokerage agency is appointed in any proceeding brought by the brokerage agency, or if any such receiver, trustee, or liquidator is appointed in any proceeding against the brokerage agency, and any such receiver, trustee, or liquidator is not discharged within sixty (60) days after service of such appointment on the brokerage agency, their agreement, at the sole option of the City, shall and will be null and void. Provide details of any instances in which the Consultant or Firm or has ever had to legally defend themselves for services provided by the Consultant or Firm.

8. LAWS OF GOVERNANCE

This Contract shall be construed and governed in accordance with the law of the State of North Carolina and the City of Concord and shall be enforced in the Courts of Cabarrus County.

9. COMPLIANCE WITH LAWS

Consultant shall comply with all federal, state and local laws, ordinances and regulations applicable to the work. Consultant, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract.

10. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Responses to this Request for Proposal (RFP) may be modified or withdrawn by written or telegraphic notice prior to the exact hour as specified for receipt of proposals. A proposal may be withdrawn in person by the vendor or its authorized representative prior to the exact hour and date set for receipt of proposal. Telephone withdrawals are not permitted.

11. MISTAKE IN PROPOSALS

If the apparent best qualified consulting firm discovers a mistake in its proposal of a serious and significant nature which is unfavorable to it prior to the issuance of a purchase order or a Contract, it may request consideration be given to modifying or withdrawing the proposal. The mistake must be evident and provable. The City reserves the right to reject any and all requests for correction or withdrawal of proposal received after the hour and date shown in the specifications. In all cases, the decision of the Finance Officer is final.

12. RESERVATION OF RIGHTS

The City of Concord reserves the right to:

- A. Accept or reject any and all proposals received in response to this RFP, and to re-advertise for new submittals.
- B. Waive or modify any irregularities in proposals received after prior notification to the vendor
- C. Request the submission of proposal modifications at any time before the award is made, if such is in the best interest of the City.
- D. Consider proposals or modifications at any time before the award is made, if such is in the best interest of the City.
- E. Request clarification and/or additional information from the vendor during the evaluation process.
- F. Utilize any and all ideas submitted in the proposals received unless those ideas are covered by legal patent or proprietary rights and the patent of those rights is indicated by the vendor. Proposals become the property of the City of Concord.
- G. In the event of Contract termination, enter into Contract negotiations with other qualified firms that submitted acceptable proposals, rather than redoing the proposal process for the project.
- H. Negotiate with selected consultant to include further services not identified in this RFP.

13. ABSENCE OF WAIVER OF FUTURE RIGHTS

No provisions in this document or in the respondent's proposal shall be construed, expressly or by implication, as a waiver by the City of any existent or future right and/or remedy available by law in the event of any claim or default or breach of Contract.

14. EXPIRATION OF THE PROPOSAL

By submitting a proposal, the vendor offers to enter into a Contract, the form and content of which shall be agreed upon by both parties. The vendor's proposal shall not be revocable for ninety (90) days following the response deadline indicated above. The City reserves the right to waive any defects in the offer of any vendor, to reject any or all offers, and to request additional information from any or all vendors.

15. TERMINATION CLAUSE

The City shall have the right to terminate the Contract at any time upon 30 days written notice to the consultant, whenever the City determines that the performance of the vendor is unsatisfactory, whenever the funds are not appropriated by the City Council to pay for such services, or for cause or the convenience of the City.

16. INDEMNITY & INSURANCE

To the extent permitted by law the contractor shall indemnify and save harmless **The City of Concord**, its officers, agents, employees and assigns from and against all loss, cost, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered or purchased under this contract.

The contractor further agrees to purchase and maintain during the life of this contract with an insurance company acceptable to The City of Concord and authorized to do business in the State of North Carolina the following insurance:

AUTOMOBILE LIABILITY

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

COMMERCIAL GENERAL LIABILITY

Bodily injury and property damage liability as shall protect the contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operation of this contract whether such operations are performed by contractor, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this contract.

WORKERS' COMPENSATION INSURANCE

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City of Concord shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this contract. Certificates of all required insurance shall be furnished to The City of Concord and shall contain the provision that The City of Concord will be given 30 day written notice of any intent to amend or terminate by either the insured or the insuring company.

All insurance coverage must be written by companies having an A.M. Best's rating of "A-VI or better, are licensed or approved by the State of North Carolina to do business in the State of North Carolina.

Regardless of any approval by the City, it is the responsibility of the Consultant to maintain the required insurance coverage in force at all times; failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Consultant's failure to maintain the required insurance in effect, City may order Consultant to immediately stop work and, upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

17. ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSALS MUST CONTAIN THE FOLLOWING INFORMATION IN THE STATED ORDER:

- A. Name, address and telephone number of the firm.
- B. Description of the firm (corporation, partnership, etc.) and year established.
- C. State of incorporation, if any, and type of ownership.
- D. Name(s) of all partner(s), principal(s) and/or owner(s) of the firm.
- E. Name and biography of all proposed consultant(s)/individuals proposed to work with the city.
- F. Name, title and business address of person responsible for submitting this proposal.
- G. Copy of the most recent annual report.
- H. Six (6) copies of their proposal. All proposals must be signed in ink by principal(s) authorized to negotiate terms and conditions for the proposed contract.
- I. Narrative proposal on scope of work as identified above.
- J. A breakdown of the firm's rates, fees and charges for services, and a proposed payment schedule.
- K. At least three references, including individual contact name, name of company and phone number, the City may contact regarding similar projects.
- L. Details of any instances in which the Broker or Firm has ever had to legally defend themselves for services provided by the Broker or Firm.

18. ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSALS MUST CONTAIN RESPONSES TO THE FOLLOWING QUESTIONS IN THE STATED ORDER:

1. How many clients do you currently work with on a broker/consultant basis?
2. How many of your clients are non-profit, or in the health care industry?
3. List the major insurance companies your firm has a strong relationship with related to employee group medical insurance coverage.
4. Identify any insurance companies for which you are an authorized agent or broker?
5. Describe your employee communication services and provide sample communication materials/tools.
6. Describe your process for ensuring customer satisfaction.
7. What resources do you use to analyze medical and dental claims?
8. What sort of benchmarking data can you provide and how often?
9. What resources do you have available to help manage our benefits and outline a benefits strategy consistent with current and future business needs?
10. How will you help us with the competitive marketing and placement of our plans, including development of marketing specifications, evaluation of proposals and negotiations?
11. How can you help us develop cost projections tied to our fiscal goals and how can you help us determine alternative funding analysis?
12. Do you have an in-house benefits attorney? If yes, please provide his/her credentials. If no, do you use an external benefits attorney?
13. How does your firm stay current with state and federal regulations?
14. How would your firm notify and educate us of changes in state/federal law that may affect us?
15. Describe how your firm can help City of Concord refine our wellness program? What wellness tools do you offer?
16. What is your experience in working with employers with on-site wellness centers?
17. What is your process for measuring the success of a wellness program?

PROPOSALS MUST BE RETURNED IN SEALED ENVELOPE(S)/ CONTAINER(S) AND SHALL BE APPROPRIATELY LABELED TO IDENTIFY THE PROJECT(S) AND OPENING DATE. PROPOSALS MUST BE RECEIVED NO LATER THAN SEPTEMBER 14, 2020 AT 5:00PM.

Submit proposals to:

**Tracee Hicklin, Benefits Manager
City of Concord
Human Resources Department
P.O. Box 308
Concord, North Carolina 28026-0308
Phone: (704) 920-5104
Email: hicklinc@concordnc.gov**