



Ogden City Corporation

REQUEST FOR PROPOSALS

EMPLOYEE BENEFITS BROKER / CONSULTANT

November 2024

REQUEST FOR PROPOSALS

EMPLOYEE BENEFITS BROKER / CONSULTANT

ADVERTISEMENT

Ogden City is requesting sealed proposals from qualified firms to provide consulting services concerning group insurance products.

Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Sealed responses to this RFP shall be submitted to the Purchasing Office, c/o 2nd Floor Information / Constable Desk, 2549 Washington Blvd, Ogden, UT, 84401 by **November 26, 2024, no later than 11 AM. LATE PROPOSALS WILL NOT BE ACCEPTED.**

Ogden City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids/proposals from small, local, women, minority, veteran owned businesses and other disadvantaged business enterprises.

Ads Published: November 9 & 16, 2024

November 5, 2024

Dear Sir or Madam:

Ogden City Corporation is seeking a qualified firm to provide consulting services concerning Group Insurance products. The scope of services will include:

- Provide the City with consulting services concerning cost, liability, benefit structure, and contracts with providers for insurance benefit package.
- Recommend benefit changes to meet the objectives of the city.
- Prepare reports concerning trends, utilization and costs.
- Prepare specifications and assist the City in bidding group insurance products. This includes preparation of RFP's and evaluation of bids.
- Negotiate rates and benefits with insurance providers.
- Be the advocate for the City in working with insurers to ensure compliance with insurance contracts and in dispute resolution with benefit providers.
- Assist in the containment of benefit costs.
- Other items as requested.

The RFP document outlines the functional requirements as well as complete instructions for submitting a proposal. Proposals will initially be evaluated and scored by a committee based on a review of the written proposals. Further evaluation will include an oral interview with prospective service providers who are selected as finalists. Consulting services will be awarded by the Ogden City Corporation Benefit Committee to the firm which is evaluated as best able to provide the required services, fees and other relevant factors considered.

Proposers are required to answer each question within the proposal format.

We appreciate your considering this Request for Proposal and look forward to receiving your response. Questions regarding this RFP should be directed to Heather Briskey, HR Director, at 801-629-8736.

Sincerely,

Heather Briskey
Human Resources Director

SECTION I

INSTRUCTIONS TO PROPOSERS

- 1.1 PURPOSE:** The purpose of this document is to provide general and specific information for use in submitting a proposal to Ogden City Corporation to provide consulting services concerning City Group Insurance products.
- 1.2 HOW TO PREPARE PROPOSALS:** All proposals shall be submitted in reviewable document form.

Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

- 1.3 HOW TO SUBMIT PROPOSALS:**

By November 26, 2024, No later than 11 AM; Proposers shall submit eight (8) copies of the proposal in a sealed envelope / packaging.

On the envelope, indicate your company's name and the RFP name.

Submit to:
Ogden City Corporation
c/o 2nd Floor Information / Constable Desk
ATTN: Purchasing Office
Employee Benefits Broker / Consultant
2549 Washington Blvd.
Ogden, UT 84401

LATE PROPOSALS WILL NOT BE ACCEPTED.

If the sealed proposal is submitted by mail or other delivery service, it must be received prior to the submission deadline.

The sealed Proposal may also be hand-carried to the 2nd Floor Information / Constable Desk at the same address.

No facsimile or email transmittals will be accepted.

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time.

City offices are closed on the weekends and observed holidays.

1.4 FAILURE TO OFFER: If a Proposal is not submitted, the business should return this Request for Proposal, stating reason therefore, and indicate whether the business should be retained or removed from the employers bidding list.

1.5 ERRORS IN PROPOSALS: Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.

1.6 GENERAL CONDITIONS: Ogden City Corporation reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the City. Ogden City Corporation reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, and/or whom investigation shows is not in a position to perform the contract.

Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of the City and will not be returned to the Proposer.

Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If a Proposer wishes to protect any records, they are required to provide a written request for business confidentiality to the Ogden City Recorder at the time the proposal is submitted.

All costs related to the preparation of proposals and any related activities are the sole responsibility of the Proposer. No reimbursement will be made by Ogden City for any costs.

Ogden City welcomes and encourages proposals from local, small, women, minority, veteran owned businesses and other disadvantaged business enterprises.

Ogden City reserves the right to cancel or modify this request for proposal. There is no guarantee that Ogden City will place the requested services under contract.

1.7 PROPOSER: Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to Ogden City Corporation in such capacity before a contract has been entered into between such party and the employer.

1.8 COMPLIANCE WITH LAWS: The Proposer shall obtain and maintain all jurisdictional licenses and liability insurance and comply with any and all other standards or regulations required by federal and state regulations.

SECTION II

GENERAL CONDITIONS

2.1 MULTIPLE PROPOSALS: No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to Ogden City's attention in writing at least five (5) days preceding the date for submission of proposals.

2.2 OFFERS TO BE FIRM: The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from the date the bid is submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a period of ninety (90) days from the date the bid is submitted.

2.3 COMPLETENESS: All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.

2.4 ON-SITE PROPOSAL: Proposal Finalists will be required to present to Ogden City Corporation Benefit Committee its written Proposal on December 11, 2024 at its own expense. An agenda of the On-Site meeting format will be presented to the finalists notified that they are a finalist.

2.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By submission of the proposal, the Proposer certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with its proposal:

- A. Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and;
- C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose of restricting competition.

2.6 AWARD OF CONSULTING SERVICES: The consulting services, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous and value added service to Ogden City Corporation, price and other factors considered. The benefits committee will make the determination as to which proposal best serves the interest of the Ogden City Corporation.

2.7 QUALIFICATION OF BUSINESS (RESPONSIBLE PROPOSER): A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Ogden City Corporation has the right to require any or all Proposers to submit documentation of the ability to perform, the service requested based upon documentation and references.

Ogden City Corporation has the right to disqualify the proposal of any Proposer whenever such Proposer cannot document the ability to deliver the requested service.

2.8 **INSURANCE PROVISIONS:**

The successful Proposer shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

A. The amount of insurance shall not be less than:

Professional Errors and Omission Liability: \$1,000,000 per claim/occurrence. If "claims made", retroactive date must precede or coincide with the contract effective date. "Tail" coverage shall be purchased for a minimum period of 2 years after the contract termination date.

If Professional Liability insurance does not meet or exceed the required limit, excess or "umbrella" can be used to satisfy coverage requirement. Excess or "umbrella" must be "Following Form". A combination of underlying limits and excess or umbrella may be used to satisfy coverage requirements.

B. Each insurance policy required by this Agreement shall contain the following clauses:

1. "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".

2. "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."

C. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:

1. "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."

D. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

E. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by Ogden

City before work begins on the premises.

F. City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

H. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.

I. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees, or contractors upon the Premises during the License Period.

J. Under the "Certificate Holder" section, list the following information:

Ogden City Corporation
2549 Washington Blvd.
Suite 510
Ogden, UT 84401

2.9 INDEMNIFICATION: The Broker Firm and its agents or representatives agrees to protect, defend, indemnify, and hold harmless Ogden City Corporation, Inc. officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Broker Firm or its subcontractors. The Broker Firm's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. The Broker Firm and its agents or representatives further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Ogden City Corporation, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability arising out of acts by any employee of The Broker Firm and its agents or representatives or his subcontractors or anyone directly or indirectly employed by any of them.

The Broker Firm and its agents or representatives obligation to indemnify Ogden City Corporation under this Section shall not be limited in any way by the agreed-upon contract

price, or to the scope and amount of coverage provided by any insurance maintained by The Broker Firm and its agents or representatives

- 2.10 **COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the proposal and by reference are made a part hereof.
- 2.11 **NOTICE OF AWARD:** The successful proposer shall not commence work under the terms of this Request for Proposal until a written notice is awarded and a Notice to Proceed is issued by the Ogden City Corporation or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.12 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:** It is the responsibility of the prospective proposer to review the entire request for proposal (RFP) packet and to notify Ogden City Corporation if the specifications are formulated in a manner that makes it not possible to respond completely to the request for proposal. Any such request or inquiry regarding the specifications or bidding procedures must be received by Ogden City Corporation not less than seventy-two (72) hours prior to the time set for proposal opening.

The undersigned proposer certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this Request for Proposals package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Proposer, have read the instructions to Proposer and agree to be bound by the provisions of the same.

This _____ of _____ 20____

BY: _____
Signature

PRINTED NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____

SECTION III **REQUEST FOR PROPOSAL**

3.1 DESCRIPTION AND OBJECTIVES Ogden City Corporation is seeking a qualified firm to provide consulting services for Group Insurance Products. This includes, but is not limited to, Group Health and Employee Benefit Plans with regard to design, benefits, user satisfaction, administration, costs and proposed alternate plan designs.

3.2 METHODOLOGY: The procurement described herein is being conducted on a two-step process.

STEP ONE: All technical requirements, unless otherwise specified, must be met by the proponent or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without consideration. Proponents whose proposals are not accepted will be promptly notified that they are no longer being considered and why. A list of qualified firms will be scored and ranked.

STEP TWO: On-Site presentation of proposed programs, consulting and services.

3.3 FORMAT OF RESPONSES: To be considered, proponents must submit a complete response to the Request for Proposals. The format provided in this Section is not negotiable. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:

- A. Introductory Letter
- B. Firm Business Profile.
- C. Experience and Capability.
- D. Description of Services
- E. Project Understanding and Methodology.
- F. Completion of RFP Questions in Section V.

SECTION IV **SPECIAL CONDITIONS**

4.1 Factors such as proponents overall capability, specialized experience, reputation, past performance on similar projects, technical competence, financial stability, ability to meet program goals, delivery under the contract terms, and consulting fee schedule will be considered in the award recommendation. Commitment and experience in the level of self-insured group health markets and integrated Human Resource technology services will also be considered heavily in the evaluation of proposals.

4.3 *Proposals will be evaluated initially on the basis of the written document. Thus, the proposal must be complete, concise and clear as to the intent of the respondent.* Further evaluation may include an oral presentation which will be scheduled after receipt of the written proposal.

4.4 TERM OF CONTRACT: The term of the contract will be for one (1) year with automatic renewal options for three (3) additional one year terms.

4.5 PROJECTED TIMETABLE: The following projected timetable should be used as a working guide for planning purposes. Ogden City Corporation reserves the right to adjust this timetable as required during the course of the RFP process:

Event:	Date
RFP Issued and Posted on City's Webpage	November 5, 2024
Deadline for SUBMITTAL of questions on or before	November 21, 2024
Proposal Deadline	November 26, 2024
Complete Evaluations & Finalist List	December 4, 2024
Interviews with Finalists & Benefit Committee	December 11, 2024
Benefits Committee to Award Consulting Services Agreement	January 1, 2025

4.6 Weighting and Criteria for Evaluation:

Weighting	Criteria	Scoring (1-5)	Total Score (weight X Score)
25%	Reputation, Consulting Experience, and expertise in providing insurance consulting among similar clients.		
10%	Understanding of the City products and suggestions for future considerations.		
30%	Added-Value Services (COBRA Administration, HR Consulting, HRIS Technology Support, Actuarial Benchmark Reports, Benefit Communications, Wellness program design and implementation, etc.)		
10%	Health Care Consumer Strategies/Experience		
30%	Fee Schedule		

4.7 CURRENT PROGRAM SCOPE AND DESIGN: More than 600 full time employees have access to Select Health with 2 plan options (see Attachment "A"): (1) Select Health - HDHP with HSA (2) Select Health – Signature Plan.

See Attachment "A" for all other Ogden City Corporation provided benefits.

Section V **RFP QUESTIONS**

- 5.1.1** Provide a brief description of your organization, including your company history, organizational structure and services provided.
- 5.1.2** Provide the name, title, address, telephone number, facsimile number and e-mail address of the contact person for this proposal.
- 5.1.3** If you have relationships with other firms that would assist you in the delivery of your services, please identify which services and the name(s) of the firm(s) with which you are associated.
- 5.1.4** Provide an organizational chart of the consulting team that you propose to serve Ogden City Corporation and biographies for each team member, including:
 - a. Length of time with your firm
 - b. Prior benefit industry experience
 - c. Roster of sample engagements
 - d. Education background
 - e. Who would act as the primary consultant for Ogden City Corporation?
 - f. What employer group size and experience does the primary consultant have relative to Health and Welfare Consulting, Human Resource Consulting and Underwriting?
- 5.1.5** Confirm your firm carries Professional Liability Insurance, and Errors and Omissions coverage and your limits of coverage.
- 5.1.6** Describe how you will address Ogden City Corporation reporting and information needs with respect to financial and utilization experience. Please provide samples from other client engagements.
- 5.1.7** Describe your ability to provide the following services:
 - a. COBRA Administration
 - b. HR Consulting Services
 - c. Actuarial Reports
 - d. Employee Self-service - On-line Enrollment Platform
 - e. Employee Benefit Communication Materials
 - f. Custom Employer Medical Utilization Reports
 - g. Wellness Services
 - h. Health Care Reform Compliance
 - i. On-site Clinic Experience
- 5.1.8** Describe your ability to provide additional voluntary employee benefits such as cancer insurance, long term care insurance, etc.
- 5.1.9** What administrative and implementation support is available within your quoted fee?

What administrative services are available at an additional fee?

5.1.10 How does your firm monitor legislation affecting benefit plans and stay current on compliance issues?

5.1.11 How does your firm utilize actuarial resources and expertise?

5.1.12 How does your firm support your clients' communication needs?

5.1.13 Please describe how you would help Ogden City Corporation identify and measure the successes or gaps in current and future programs.

5.1.14 What is your perception of the effect of consumerism in the marketplace and what examples of strategies and solutions your group has effectively implemented your clients? What has been the impact and measured financial success of consumer plans?

5.1.15 Please provide the one idea that Ogden City Corporation should consider to best position our health plan over the next 3-5 years.

5.1.16 Why is your firm best suited to assist Ogden City Corporation?

5.1.17 List three current Public Sector clients for whom you provide health and welfare consulting services and why these three engagements are relevant for Ogden City Corporation. For each client, the list must specify the type of work performed by your firm, the size of the client, and the period of time retained as a client. If you do not have any Public Sector clients, please choose three clients.

5.1.18 Please provide a detailed disclosure of your expected compensation. If you receive commissions, provide a clear breakdown of these, as well as any other expected compensation. Our preference is to pay the broker directly, so please outline a structure that supports this approach.

5.1.19 Firm's Vision Statement regarding your services.