

**City of Union City**  
5047 Union Street  
Union City, Georgia 30291  
Fulton County



**Request for Proposal**  
**For**  
**Benefits Consulting and Brokerage Services**  
HR-18-01

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**ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR PROPOSAL**  
**REQUEST FOR PROPOSAL NUMBER HR-18-01**

**BENEFITS CONSULTING AND BROKERAGE SERVICES**

**Upon receipt of documents, please fax or email this page to:**

City of Union City  
Finance Department  
Attention: Anna-Marie Robinson-Berry  
5047 Union Street  
Union City, GA 30291  
Phone: 770-515-7899  
[aberry@unioncityga.org](mailto:aberry@unioncityga.org)

I hereby acknowledge receipt of documents pertaining to the above reference proposal.

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

---

(Signature)

(Date)



**REQUEST FOR PROPOSAL NUMBER HR-18-01**

**BENEFITS CONSULTING AND BROKERAGE SERVICES**

**RFP'S DUE: November 8, 2017 2:00PM EST in hard copy one (1) original, four (4) copies and (1) CD not via email.**

**Information concerning this solicitation may be found at:**

<http://www.unioncityga.org>

The website will provide the RFP, Q&A and any clarifications, schedule changes and other important information. **Proposers should check these electronic pages daily!**

**Questions should be directed to City of Union City, Anna-Marie Robinson-Berry via e-mail to:**

[aberry@unioncityga.org](mailto:aberry@unioncityga.org)

**(See Schedule of Events, Appendix A)**

Instructions to Proposers:

All spaces below are to be filled in and the Proposal Letter on page two must be signed where indicated.

Failure to sign and return the Proposal Letter will cause rejection of the proposal.

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Submit Proposal to: Mrs. Anna-Marie Robinson-Berry

**City of Union City**

**Finance Department**

**5047 Union Street**

**Union City, Georgia 30291**

[aberry@unioncityga.org](mailto:aberry@unioncityga.org)

City of Union City

**REQUEST FOR PROPOSAL LETTER**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposal (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the City of Union City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Union City.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Union City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for 180 days

**PROPOSAL SIGNATURE AND CERTIFICATION**  
(Proposer to sign and return with Proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Company Name Here \_\_\_\_\_

## 1. Introduction

The following sections describe the City of Union City’s intent, goals & objectives, background, basic guidelines, project oversight and staffing, general information, and decision process regarding this Request for Proposal (RFP). This RFP defines the service standards, specifications and requirements for benefits consulting and brokerage services for the City of Union City (hereinafter, “City”).

### 1.1 Statement of Intent

The City seeks to obtain the services of a benefits consultant and broker, herein referred to as the “Proposer”, to perform current and future benefit consulting services, annual renewal negotiations and other related services. The benefit programs includes group medical, dental, vision, life, accidental death and dismemberment (AD&D), basic and voluntary life coverage, flexible spending accounts (FSAs), dependent care accounts (DCAs) and supplemental insurance programs.

It is the intent of the City to accept proposals from qualified vendors to provide benefit consulting and brokerage services. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the Human Resources Department, and the City Manager within the time periods allocated, as mutually agreed to at the beginning of the assignment.

### 1.2 City Goals and Objectives

The City seeks a Request for Proposal (RFP) from a qualified licensed benefits consulting and brokerage firm who is well versed in the benefits market to assist with the strategic planning, designing, negotiating, implementing and ongoing services for the most cost effective employee benefit program.

The overall goal and objective of this Request for Proposal is to obtain a qualified benefits brokerage/consulting firm to perform the full range of services related to the design, implementation, maintenance and improvement of City of Union City’s employee benefits program. **ALL** Requests for Proposals (RFP) must be received no later than **November 8, 2017, at 2:00pm EST**

### 1.3 Background

Located in the southern portion of Fulton County, Union City (UC) is an exuberating and rising City. The City currently employs approximately 180 employees in 15 departments, including: Mayor and Council, City Manager, Operations, Finance, Human Resources, City Clerk, Police, Court, Corrections, Fire, Community Development, Parks and Recreation, and Public Services. City’s current program is as follows:

Types of Coverage	Funding Type	Carrier	Plan Type	EE	EE+ Sp	EE+ CH	EE+ FAM	Total
Medical	Fully Insured	Cigna	HMO Core	30	16	17	28	91
Medical	Fully Insured	Cigna	HMO Buy UP	13	3	2	5	23
Medical	Fully Insured	Cigna	HDHP w/ HSA	9	2	6	5	22
<b>Grand Total</b>								<b>136</b>
Dental	Fully Insured	Cigna	PPO	53	27	26	39	145
<b>Grand Total</b>								<b>145</b>
Vision	Employee Paid	Cigna	PPO	47	20	26	30	123
<b>Grand Total</b>								<b>113</b>
Life and AD&D	Employer Paid	Unum	All eligible employees	163				
<b>Grand Total</b>								<b>163</b>
Voluntary Life	Employee Paid	Unum		17	5	6	9	37
<b>Grand Total</b>								<b>37</b>
FSA	Employee Paid	Medcom		34				34
<b>Grand Total</b>								<b>34</b>
DCA	Employee Paid	Medcom		4				4
<b>Grand Total</b>								<b>4</b>

#### **1.4 Basic Guideline for This Request for proposal**

The City has determined that the request for proposal will be the most practical and advantageous to the City in completing the acquisition of the services and/or commodities described herein. Request for Proposal shall be submitted in response to this solicitation.

The proposals shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFP). Subsequent to the opening of the sealed proposals, discussions may be conducted by the City with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure a full understanding of and responsiveness to the solicitation requirements. Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. All such discussions shall be conducted by the City of Union City's **Contracting Officer** named below:

Name: Mrs. Anna-Marie Robinson-Berry  
City of Union City  
Finance Department  
5047 Union Street  
Union City, Georgia 30291  
Telephone: 770-515-7899  
E-Mail: [aberry@unioncityga.org](mailto:aberry@unioncityga.org)

The City of Union City has established certain requirements with respect to submittal of the proposal by Offerors.

Whenever the terms "SHALL", "MUST", "WILL", or "IS REQUIRED" are used in this RFP the specifications being referred to, are considered as mandatory requirements of this RFP. Failure to meet any mandatory requirements will cause rejection of offeror's proposal.

Whenever the terms "CAN", "MAY", or "SHOULD" are used in the RFP, the specification being referred to is a desirable outcome and failure to provide any items so termed may not be cause for rejection, however, may cause a reduction in score during the evaluation process.

Award(s) shall be made to the responsible offeror(s) whose proposal(s) is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. **The City of Union City reserves the right to reject any and all proposals submitted in response to this request.**

#### **1.5 Project Oversight and Staffing**

The successful Proposer will report to Rhonda Jones, Human Resources Manager, 5047 Union Street, Union City, GA 30291, phone 770-515-7954 and *email:* [rjones@unioncityga.org](mailto:rjones@unioncityga.org).

#### **1.6 Scope of Services**

The selected firm shall provide employee benefits consulting and brokerage services for the City. The services shall be performed in a prompt and professional manner in accordance with the standards of the profession.

Our goal is to select the firm who will be the most effective and proactive partner to solicit, evaluate, and identify high value proposals and comprehensive services for each benefit offered to the City's employees, included but not limited to:

- Health/Medical Plan and Prescription Drug Plan
- Dental Plan

- Vision Plan
- Optional Life Insurance
- Basic life insurance with AD&D
- Short-term and Long-term Disability
- Wellness Programs
- Disease Management and Preventive Care Options
- FSA/DCA/ HIPPA/ COBRA Administration
- Supplemental Insurance

The City is particularly interested in a benefits consulting firm who can offer creative, innovative approaches, with a proven track record, that allows the City to maintain quality benefits and reduce costs. The selected consulting firm will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication and enhancement of the City's employee insurance benefits. The selected consulting firm shall provide services including but not limited to the following:

Claims reporting	Regulatory compliance and reporting
Benefit review/design	COBRA/HIPAA
Stop-Loss management	Open enrollment
Customer service	Claims audit and review
Plan administration & claims services	Renewal negotiations
Cost containment	Wellness program
Contract analysis	Transition & implementation of plan
Competitive bidding	Analysis & selection of vendor
Vendor compliance	Underwriting services
Benefits Summary	Benefits Audit
Benefits Management	Detail Billing Analysis & reconciliation
Benefits Communications Services	

#### 1.6.1 Program Administrator

- Act as an independent liaison between City and insurance providers. Provide ongoing, unbiased, professional advice and recommendations that benefit the City.
- Assure that insurance policies are marketed and placed in a timely manner, without lapses in coverage periods, with reputable and financially responsible insurers.
- Provide service for the insurance policies placed for the City including processing all changes and endorsements. Be familiar with the coverage provided by all relevant insurance policies and documents issued to the City.
- Review insurance premiums charges and changes on timely manner. Analyze and reconcile monthly invoices from the insurance company. Provide a detailed spreadsheet by department, cost center, and employee of the monthly premium.
- Provide timely customer service and assistance to City staff, and employees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
- Provide quarterly reconciliation reports for all benefit products by employee.
- Provide bi-weekly reports of qualifying events, new hires, and terminations for all products.
- Assist with ongoing plan administration to ensure that City benefit programs are in

compliance with State and Federal legislation. Provide on-site training to City staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefit plans.

- Review and disseminate information to City staff on an ongoing basis regarding new or revised State and Federal legislation that impacts benefit programs.
- Complete annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
- Assist in the development of short and long-range goals and strategies, including making projections of potential savings.
- Develop additional benefits communications specific to the needs of the City's employees.
- Conduct quarterly benefit audit of payroll deductions.
- Provide a service analysis for areas of improvement.
- Develop and provide various communication materials and tools including, but not limited to: open enrollment, annual meetings, qualifying events and wellness programs.
- Perform monthly new hire orientation.
- Develop enhancements and improvements for communications specific to the needs of the City's employees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, employee benefit handbooks, benefit statements, wallet cards with benefit contact information and employee orientation.

### **1.6.2 Brokerage and Consulting Services**

- Conduct annual renewal of all insurance products. Analyze and negotiate renewals and obtain competitive bids from the insurance industry in order to negotiate the best terms and coverage for the various vendors. Provide insurance summaries of each policy which will include all pertinent information regarding limits, deductibles, perils, exclusion, providers, prescription cost, etc. Present all alternatives to the City in a timely manner (preferably three months prior to open enrollment).
- Perform annual review of insurance proposals (both new policies and renewal policies) for accuracy and conformity of specification and negotiated coverage.
- Provide consultation related to plan designs of Insurance program including utilization, access and cost impact on medical, dental, vision insurance plans as well as for the local disability insurance plans. Make recommendations for changes to benefit offerings for all insurance plans based on state and national market, expert knowledge, and financial constraints of the City.
- Provide periodic comparisons of plan benefits and employer/employee contributions to nearby municipalities. The report should include, but not be limited to, number of employees, deductibles, co pays, premiums, and analysis of in and out of network providers.
- Act as an advocate or ombudsman in any appeal, arbitration or court process between the City and the providers on unresolved issues if needed. Provide advice when needed to enforce city, employee, or their dependents' rights.
- Assist the City in proactive mitigation of negative impacts or disruption of services to employees from benefit and provider network changes.
- Provide a pharmacy prescription program that maximizes the use of discounts for both generic and brand named drugs. In addition to prescription plans that maximize pharmacy options, an option for mail order for convenience and additional savings will receive

preference. Provide specific and clear instructions on the use of the prescription program in addition to prescriptions and equipment covered and not covered and any resulting deductibles. The pharmacy prescription program shall also include specific coverage from pharmacies outside of the local service area.

- Be available to prepare, provide and present various types of reports as needed, such as cost analysis for benefit changes, and other statistical, financial, forecasting, trending, or experience reports, as well as new products and audits, as requested.
- Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.

### **1.6.3 Open Enrollment**

- Facilitate the Open Enrollment process and provide various communication materials and tools prior to open enrollment. Provide proper staffing during open enrollment services including call centers and onsite representatives. Coordinate with insurance providers for provider representation.
- Provide HR with updated employee benefits information prior to open enrollment.
- Attend and coordinate the annual Employee Benefits Fair and Open Enrollment meetings.
- Coordinate Health Fairs – Partner with carriers, local hospitals and other agencies and host an on-site health fair to promote health and wellness within the City.

### **1.6.4 Employee Services**

- Provide available options of web site technologies to support on-line enrollments, qualifying event changes and employee education to assist employees in self-management of benefits. Maintain employee self-service program. Ensure that the self service program is updated prior to open enrollment.
- Develop and evaluate employee needs and satisfaction surveys.
- Provide day-to-day consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans and assisting employees with selecting plans that meet their needs.
- Assist in the development and implementation of an employee wellness program to improve employee health and reduce employee healthcare costs, both in the short-term and in the long-term.
- Attend, as needed, meetings with City staff, elected officials, and employees to facilitate and assist in the management of the City's employee benefits plans.

### **1.6.5 Billing**

The City requires an all-inclusive cost structure. The selected Proposer's fee for compensation for insurance and benefit consulting should be outlined in detail. Include any commissions, fees, contingencies, bonuses, etc., and the impact of those fees on the City. The City understands that commissions or other fees are payable from the insurer to the consulting firm for the firm's involvement. The proposing firm is to disclose all anticipated fees, commissions, contingencies, over-rides, bonuses, etc., to be paid with regard to or in connection with products sold to or through the City.

None of the above services shall be rendered to the City by the Benefit Consulting and Brokerage Services firm prior to receiving City authorization for said rendition of services. Said authority may be provided by the Human Resources Manager or his/her designee.

**The City of Union City desires open communication with selected vendors for all lines of benefits. The City of Union City does not approve or promote the Consultant firm being the only point of contact for the City of Union City.**

## **2.0 Description of Requirements**

The following requirements are pertinent and apply to all work under the agreement and are pertinent to all Benefit Consulting and Brokerage Services rendered. Compliance is required by all employees of the Benefit Consulting Firm providing any service to the City of Union City.

### **2.1 Minimum Requirements**

- The Benefit Consulting and Brokerage Firm shall be a licensed consultant or broker in the State of Georgia.
- The Benefit Consulting and Brokerage Firm shall be HIPAA compliant.
- The Benefit Consulting and Brokerage Firm shall be an independent consultant or broker, and shall not be affiliated with any insurance company, third party administrative agency or provider network.

### **2.2 Personnel Requirements**

The Benefit Consulting and Brokerage Firm shall designate an Account Representative, acceptable to the City, who will be responsible for initiating and implementing the work. The representative will maintain effective communications with the Human Resources Manager and other involved parties from 7am to 7pm and on call as needed. The successful Proposer shall retain sufficient personnel and equipment to fulfill the requirements and specifications for the services described in this RFP.

## **3.0 Payment Terms**

Payment will be made by the city within thirty (30) days of receipt of an accurate invoice to the insurance carrier. Provider must reconcile the invoices five business days after the release of the invoice from insurance carrier if and when applicable.

## **4.0 Terms of Contract**

The Term of Agreement will be a period from \_\_\_\_\_ through \_\_\_\_\_ for a total of one (1) year, terminable at the conclusion of the fiscal year. At the end of said term, the contract will renew automatically for up to two (2) additional one-year terms, unless the City provides sixty (60) days' notice of termination prior to the start of either of the two (2) renewal terms.

The Contract shall specify conditions under which the Contract may be terminated by either party prior to the end of the term specified in this Section of the RFP. Such early termination shall proceed by appropriate notice and communications such that the Contractor has the ability to take corrective actions to remedy the breach before any such early termination is made final.

## **5.0 City Intent to Use Competitive Procurement Process for Next Contract Round**

The City intends to use a competitive procurement process for the next contract round such as a Request for Proposals (RFP). Nothing in this RFP shall be construed to imply that the City intends to negotiate extensions beyond the limit of the contract term specified in Section 4.0 above.

## **6.0 Submitting the Proposal**

To the best of its ability, the City will use the following process and schedule for its decision making:

Schedule of Events Period

October 04, 2017	Release of RFP
October 20, 2017	Deadline for written questions @ 12noon
October 27, 2017	City Response Deadline
November 08, 2017	RFP's due @ 2pm

**7.0**

**7.1 City's Right to Request Additional Information-Suppliers Responsibility**

Prior to contract award, the City must be assured that the selected Proposer has all the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with the required skill, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the contract, and experience in similar projects. If during the evaluation process, the City is unable to assure itself of the supplier's ability to perform, if awarded, the City reserves the right to request the Proposer for any information deemed necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be so notified and will be permitted approximately five (5) business days to submit the information requested.

**7.2 Addenda to the RFP**

The City reserves the right to amend or clarify this RFP by addenda. Addenda will be posted to the City Website. It is solely the Proposer's responsibility for checking the City Website on a regular basis for Addenda and/or any updates. The website may contain important information that may directly impact your proposal. Failure to account for Addenda and updates may result in the rejection of your proposal as non-responsive.

Addenda may be issued at any time prior to the date for receipt of proposals. If such revisions or clarifications are of such a magnitude as to warrant, in the opinion of City, the postponement of the date for the receipt of proposals, written notification will be posted to the City's website announcing the revised date.

Addenda will be posted to City's website. All addenda issued to this RFP shall become part of the RFP document. Proposers shall acknowledge receipt of any such addenda in their proposal.

**7.3 Questions**

Questions, requests for clarifications, or requests for information about this RFP or process must be submitted in writing via email to the designated contact person by 12 noon p.m. on Friday, **October 20, 2017**. The designated contact person will acknowledge receipt of your email. All questions and requests for more information and the City's responses will be summarized in writing and posted to the City's website. **Friday, October 27, 2017**.

**7.4 Proposal Held Confidential**

Only the company names of the Proposers will be made public. To the extent permitted by law, all proposal documents shall be held as confidential until the City Council awards the Contract and authorizes staff to execute the Contract.

**7.5 Review Committee**

The City will use its staff members as the review committee, to review and analyze details of the qualified submitted proposals. (See Section 12.0 “Evaluation Criteria and Methodology” of this RFP)

## **7.6 Contract Negotiations**

City Staff may negotiate with the top-ranked Proposer as authorized by the City Manager, for the purpose of finalizing the Contract. The City reserves the right to negotiate specific work elements with a Proposer into the Contract.

## **7.7 Cost Proposal Preparation and Negotiation**

Proposers shall participate in this RFP procurement process, and any negotiations, and shall prepare the required materials, submittals and any subsequent materials and submittals at their own expense, with the express understanding that there may be no claims whatsoever for reimbursement from City for any expense, or damages that may be associated with this process.

The City accepts no liability for costs and expense incurred by any Proposer in connection with this RFP, subsequent interviews, negotiations, and contract execution. The City reserves the right to terminate the proceedings at any time.

## **7.8 Availability of Information**

Throughout this RFP, the city and its advisors have exerted their best efforts to present information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the Proposers. It is each Proposer’s responsibility to use this information and verify the same during the proposal, negotiation, and project information periods.

Best efforts have been made to provide accurate information however, the City and its advisors make no guarantees or warranties that the information contained in this RFP or referenced documents are accurate and complete. All summaries of laws and document do not purport to be complete, and Proposers are referenced to each such law and document for a full and complete statement of relevant provisions. In the event any of summaries in the text are inaccurate, the provisions of the actual laws are documents shall be controlling.

The City and advisors are not and shall not be liable for omissions or errors contained in the RFP, and submittal of proposal by a Proposer shall serve as the Proposer’ verification and acknowledgement of the City’s lack of liability in this regard.

## **8.0 Proposals May be Rejected in Whole or Part**

The City reserves the right to:

- Reject any or all proposals
- Reject parts of proposals
- Negotiate modifications of proposals submitted for purposes of finalizing and executing a Contract

## **9.0 How to Submit Proposals**

Proposals must be submitted to **the Finance Department at City Hall no later than 2:00 p.m. on Wednesday, November 8, 2017**, in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: “City of Union City Request for Proposal for Employee Brokerage and Consulting Services”

RFP Number HR-18-01  
City of Union City, City Hall  
Finance Department  
5047 Union Street  
Union City, GA 30291  
C/O Anna-Marie Robinson-Berry, Accountant II

**All Proposals are due at the location no later than the date and time specified herein. All the proposals will be date stamped upon receipt.**

### **10.0 Proposal Content**

Respondents must provide a proposal that indicates a general description of the techniques, approaches and methods to be used to satisfy the following requirements and specifications.

### **10.1 Qualifications Section**

All Proposers must provide the information required herein.

- Experience and expertise of Brokerage Service
- Methodology of Service
- Benefit Management
- Cost Projection and Ongoing Review

Unless directly related to the response and reference in the text, sales brochures are not required.

All submissions will become property of the City and will not be returned. The City, in its sole discretion, may reject any and all proposals and/or issue subsequent requests for qualifications and proposals.

### **10.2 Overview of Services**

The Proposer shall describe the services proposed in this RFP. This overview shall provide sufficient information to demonstrate the Proposer's clear understanding of the services requested by the City throughout this RFP.

### **10.3 Price Proposal**

The Proposer's proposed prices shall be submitted in a separate sealed envelope.

### **11.0 RFP and Proposal to Become Part of Final Contract**

The contents of this RFP, any addenda to this RFP, the successful proposal, and any written clarifications to the contents submitted by the successful Proposer shall become part of the contractual obligation and be incorporated by reference into the ensuing Contract. If any provision of the Contract is in conflict with the referenced RFP, or proposal, the Contract shall take precedent.

### **12.0 Technical Proposal Requirements**

The City will objectively evaluate the proposals submitted to determine the best value for the City and its employees. A comprehensive set of criteria will be used to quantify the merits of each proposal package.

The Proposer **MUST** provide information on the following which will be evaluated and assigned points as determined by the evaluation committee. This will be facilitated through the preparation of an evaluation worksheet(s) that will follow the RFP's stated requirements.

Evaluation work sheets are not available during the solicitation process but are available after the award process under the Georgia Open Records Act, as is all other solicitation documentation.

**Please address the following in your proposal:**

The evaluation criteria and relative point values for each shown below:

<b>Criteria</b>	<b>Weight</b>
Experience and expertise of Brokerage Service	30
Methodology of Service	30
Benefit Management	20
Cost Projections and ongoing review	20
<b>TOTAL</b>	<b>100</b>

12.1.1

**Experience and expertise of the organization (30pts)**

1. Provide firm name, address, and contact information. Briefly introduce your firm, providing your firm’s service philosophy and history, including number of years in existence.
2. List location of offices and total number of employees. State whether any of the services described herein will be performed at any office outside of the Atlanta geographical area, and if so, what services will be performed outside the Atlanta area and where these services will be performed.
3. List five accounts held by governments (city and county) in Georgia within the last five (5) years including if they are current customers. If past customers, list reason for termination of contract. Describe whether your firm has ever lost an account due to concerns of improper billing practices, accusations or clients’ concerns of fraud.
4. Explain what separates your organization from its competitors and what specifically qualifies you to be a consultant for the City. Provide any additional information regarding your organization or services that you feel would be beneficial in helping the City to select a benefits broker.
5. Describe your contractual relationship, if any, with organizations or entities necessary for implementation (i.e. data information services, third party providers for Open enrollment, etc.).
6. Provide a list of known complaints filed with the Insurance Commissioner’s Office against your firm over the past ten (10) years. Include the nature of the complaint and disposition. Describe whether your firm has ever undergone an investigation by an outside agency pursuant to the filling of claims and describe the outcome of the investigation including ramification to your firm and its clients.

**Methodology of service (30pts)**

7. Describe the responsibility, experience, and qualifications of the individual(s) who would comprise the service team. For each individual on the service team, estimate the percentage of his/her time to be spent on the City’s account.
8. Please indicate whom the City’s primary contact would be for day-to-day issues that may

- arise. Would that individual also be the City's contact on the project related items, i.e., RFP's? What is his/her background? Please provide a resume.
9. Who would be the City's primary contact for consultation and program implementation? What is his/her background? Please provide a resume.
  10. Briefly describe the level of service and support provided to the City by your broker(s) on a day-to-day basis.
  11. Do you provide a consolidated employer HR web portal to access all benefit data to include plan summaries, certificates, network links, plan costs and census data on all employer programs?

**Benefit management (20pts)**

12. Describe your experience as a broker/consultant, including the types of benefit analyses, plan design projects or third party administrator selections processes you have conducted for health care programs, life and disability insurance, flexible spending accounts, and any other relevant benefit programs with firms of at least 175 full time employees.
13. Describe how the rebidding process is handled.
14. Furnish a list of insurance companies, third party administrators, and other providers for which the consultant is an authorized agent or broker.
15. Describe in detail your firm's approach to benefits consulting. Include a comprehensive list of specific tasks which would be provided under the broad area of benefits consulting.
16. Describe your organization's anticipated involvement in the annual renewal process. Include information regarding process timeframes, negotiation of rate and vendor.
17. Describe your firm's legal research capabilities and how you communicate legislative updates to your clients.
18. Describe your firm's capabilities with regard to employee communication. Include ongoing employee communication, open enrollment, and web-based communication. Provide a sample of employee communications material you have distributed to other clients.
19. Does your firm have experience in developing Wellness Programs, Disease Management Programs, Health Fairs and Employee Assistance Programs? Please provide names of clients who have utilized these offerings in the last 24 months.
20. Provide sample reports (i.e, benefits, billing break down , and employee communication)
21. Have your network security systems ever been breached? If yes, please describe the breach and the outcome.
22. Describe what practices your organization has in place to protect confidentiality of individual information when electronically transferring or storing information.

**Cost projection and Ongoing review (20pts)**

23. The City recognizes that a broker receives compensation from the insurance provider based on a percentage of the overall account value. To objectively compare the proposals from the bidders for purposes of selecting how the City will pursue its goal of achieving the best value in benefits for its employees, we request that bidders identify their total compensation package for services rendered and how it will be derived (e.g. direct payment from insurance companies, percentage of the total insurance premium paid, direct commission, or any other form of quantifiable compensation expected by the respondent).
24. Describe any additional services offered by your firm that may be of interest to us. Indicate if there is an additional cost for these services.

### **13.0 Proposer Prices**

All of the proposed prices shall be submitted in a separate sealed envelope. The price criteria to be used to evaluate each proposal include, but are not necessarily limited to the following: (if and when applicable).

- Competitiveness of the proposed employee benefits brokerage and consulting fees to other proposals over the life of the contract.
- Competitiveness of proposal.

### **14.0 Insurance and Other Legal Requirements**

#### **14.1 Insurance**

Insurance secured by the successful Contractor shall be issued by insurance companies acceptable to the City and admitted in **Georgia**. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance as itemized below:

##### **14.1.1 Workers Compensation Insurance**

N/A

##### **14.1.2 Commercial General Liability Insurance**

N/A

##### **14.1.3 Commercial Automobile Liability Insurance**

Commercial Automobile Liability insurance covering all owned non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

##### **14.1.4 Professional Liability Insurance or Errors & Omissions Insurance**

Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate.

The insurance policy must provide the protection stated for two years after completion of the work. Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards.

The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. Thirty (30) days' written notice is required if the policy is canceled, not renewed or materially changed.

The Contractor shall require all of its sub-contractors, if sub-contracting is allowable under this contract, to comply with these provisions.

#### **14.2 Transfer of Interest**

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the Contract, either by assignment or novation, without the prior written approval of the City. The Contractor shall not sub-contract any services under this Contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or sub-contract shall be grounds for immediate Contract termination.

#### **14.3 Performance Bond**

N/A

#### **14.4 Independent Contractor**

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Any and all employees of the Contractor or other persons engaged in the performance of any work or services required by the Contractor under this Contract shall be considered employees of the Contractor or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Georgia or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

#### **14.5 Hold Harmless**

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expensed, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of its -contractors, in the performance of the services described in this Contract or by the reason of failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract.

#### **14.6 Accounting Standards**

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.

#### **14.7 Retention of Records**

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of three (3) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for three (3) years after final disposition of such property.

#### **14.8 Illegal Immigration Reform and Enforcement Act Compliance**

Pursuant to O.C.G.A. § 13-10-90 et seq., all Proposers shall familiarize themselves with the requirements of the Illegal Immigration Reform and Enforcement Act, as enacted by the General Assembly of the State of Georgia. In addition, at the time of execution of any Contract awarded through the process described herein, the Proposer(s) to which said Contract(s) is(are) awarded shall submit a signed and notarized Contractor Affidavit in the form attached hereto, with said affidavit to contain the Federal Work Authorization User Identification Number of the Proposer(s). To the extent sub-contractors are permitted under any such Contract(s), the Proposer(s) shall also ensure that said sub-contractors submit a signed and notarized Sub-Contractor Affidavit in the form attached to said Contractor Affidavit.

**APPENDIX A**  
**Schedule of Events**

Schedule of Events

Release of RFP and posted to Internet	October 4, 2017
Offerors' Conference and Site Visit	N/A
<u>Location:</u> City of Union City City Hall 5047 Union Street Union City, GA. 30291	
Conference Addendum (Transcript/Q&A et. al.) <i>*Posted to Internet at <a href="http://www.unioncityga.org">www.unioncityga.org</a></i>	
Deadline for Written Questions <i>*Submit via E-Mail only to Contracting Officer :( <a href="mailto:aberry@unioncityga.org">aberry@unioncityga.org</a>)</i>	October 20, 2017 by 12noon
Questions and Answers or Addendum issued by posted	October 27, 2017
Proposals due to City of Union City	November 8 @ 2:00pm
Proposer Interview/Presentation (on/about)	December 13, 2017 -December 14, 2017
Contract Award (on/about)	January 17, 2018
Contract starts on or about	March 1, 2018

**Please note Contract will be provided to awarded Vendor upon approval by City Council.**

**EXHIBIT "A"**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

**COMES NOW** before me, the undersigned officer duly authorized to administer oaths, the undersigned Contractor, who, after being duly sworn, states as follows:

1.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Union City has registered with and is participating in a federal work authorization program\* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

2.

The undersigned Contractor further agrees that, should it employ or contract with any sub-contractor(s) in connection with the physical performance of services pursuant to the contract with the City of Union City of which this affidavit is a part, the undersigned Contractor will secure from such sub-contractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the sub-contractor's execution of the Sub-Contractor Firm affidavit required by the Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar sub-contractor affidavit. A form of such sub-contractor's affidavit is attached hereto as Exhibit "1". In the event that a sub-contractor has no employees and does not hire or intend to hire employees for the purpose of satisfying or completing the terms and conditions of this Agreement, Contractor will obtain from said sub-contractor a form of identification authorized by law in lieu of the aforementioned affidavit. The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Union City at the time the sub-contractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

FURTHER AFFIANT SAYETH NOT.

\* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any other equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

BY: Authorized Officer or Agent \_\_\_\_\_ Date \_\_\_\_\_

Contractor Name \_\_\_\_\_

Title of Authorized Officer or Agent of Contractor \_\_\_\_\_

Printed Name of Authorized Officer or Agent \_\_\_\_\_

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT “1”**

**SUB-CONTRACTOR AFFIDAVIT**

**COMES NOW** before me, the undersigned officer duly authorized to administer oaths, the undersigned sub-contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned sub-contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which has engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of Contractor) on behalf of the City of Union City has registered with and is participating in a federal work authorization program\* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number

**FURTHER AFFIANT SAYETH NOT.**

\* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any other equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the “EEV / Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

BY: Authorized Officer or Agent

Date

Sub-Contractor

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public

My commission expires: \_\_\_\_\_

## **APPENDIX B**

### **AFFIDAVIT OF NON-DEBARRED STATUS**

- (1) The offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City of Union City.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

#### **INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certifications, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The perspective Offeror shall provide immediate written notice to the Purchasing Agent if at any time the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as part of the contract along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
(Legal Name of Offeror) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_