



RFP NUMBER 17-306-E

**REQUEST FOR PROPOSAL
CONSULTING SERVICES FOR EMPLOYEE BENEFIT PLAN**

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	10/5/17
Pre-bid Conference not mandatory, attendance highly encouraged	10/17/2017, 10:00 am
Deadline for Receipt of Written Questions	10/19/2017
Deadline for Posting of Written Answers to City's Website	10/23/2017
RFP Response Due Date	11/2/2017, 2:00 PM
RFP Opening	11/2/2017, 2:30 PM
Oral Presentations for Short Listed vendors(optional).....	11/15/17
Anticipated Award Date	12/11/2017

(All time references in this document are understood as Local, Eastern Time for, Roswell, GA.)

There will be a voluntary pre-qualification meeting held on October 17, 2017 at 10:00 AM at Roswell City Hall Council Chambers.

Questions should be directed in writing via email to
purchasing@roswellgov.com Submit Proposals to:

**City of Roswell
Purchasing Division
38 Hill Street, Suite 130
Roswell, Georgia 30075**

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PROPOSAL LETTER

(FAILURE TO INCLUDE THIS SIGNED PROPOSAL LETTER AND PROPOSAL MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.)

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals 17-306-E Consulting Services for Employee Benefit Plan for the City of Roswell for which price or prices offered herein shall apply for the period of stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Purchasing Division, City of Roswell, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Roswell ("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 described in this RFP. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The 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 a period of one hundred twenty (120) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a statement 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 RFP and certify that I am authorized to sign this RFP for the Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror _____

Date _____

Print/Type Company Name _____

Print/Type Offeror Name Here _____

OFFEROR'S RFP CHECKLIST

10 Critical Things to Keep in Mind When Responding to an RFP for the City of Roswell

1. _____ **Read the *entire* document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc.
2. _____ **Note the Buyer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP. This conference may be mandatory.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Buyer by the due date listed in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the Cities' website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume any of the Cities or Evaluation Committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with one of the Cities. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, e.g. cover page, cost proposal form, standard forms, etc.
8. _____ **Check the City's website for RFP addenda.** Before submitting your response, check the City's website at <http://www.roswellgov.com/bids.aspx> to see whether any addenda were issued for the RFP. **If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.**
9. _____ **Review the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete. The copies are provided to the Evaluation Committee members and will be used to score your proposal.
10. _____ **Submit your proposal on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late proposal responses will not be accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's Proposal.

SECTION 1: RFP INSTRUCTIONS

1.1 Single Point of Contact

From the date this Request for Proposals (the “RFP”) is issued until an Offeror is selected, **Offerors are not allowed to communicate with any staff or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Representative:	Edward S McAdoo III
Address:	38 Hill Street Suite 130 Roswell, GA 30076
Telephone Number:	770-594-6449
E-mail Address:	emcadoo@roswellgov.com

1.2 Required Review

1.2.1 **Review RFP:** Offerors should carefully review this RFP in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Buyer, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which may be discovered upon examination of this RFP.

1.2.2 **Addenda:** The City of Roswell may revise this RFP by issuing an addendum prior to its opening. The addendum will be posted to the Roswell website and DOAS website alongside the posting of the RFP at <http://www.roswellgov.com/bids.aspx>. Addenda will become part of the bid documents and subsequent contract. Offerors must sign and return any addendum with their RFP response. Failure to propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the City of Roswell may postpone an opening in order to notify vendors and to give Offerors sufficient time to respond to the addendum.

1.2.3 **Form of Questions:** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the Buyer referenced above on or before the date provided in the *Schedule of Events* of this RFP. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.2.4 **The City of Roswell’s Answers:** The City of Roswell will provide by the date provided in the *Schedule of Events* of this RFP, an official written answer to all questions received within the period stipulated in the *Schedule of Events*. The City of Roswell’s response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City of Roswell. Any formal written

addendum will be posted on the City's website alongside the posting of the RFP at <http://www.roswellgov.com/bids> by the close of business on the date listed. Offerors must sign and return any addendum with their RFP response.

1.3 Pre-qualification Conference

If there is a pre-bid conference listed in the ***Schedule of Events***, the date and time will be provided in the ***Schedule of Events***. If a conference is being held, it will be held in Council Chambers, Roswell City Hall, 38 Hill St., Roswell, GA. 30075. The ***Schedule of Events*** will state if the Pre-bid Conference is mandatory. If the Pre-Bid Conference is not listed as Mandatory, then attendance is not required, but highly recommended.

1.4 Submitting a Sealed Proposal

1.4.1 **Organization of Proposal:** Each proposal shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional material are not required. Emphasis in each proposal shall be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Offerors follow the format and instructions contained herein.

Proposals shall be submitted in two parts: Technical Proposal and Cost Proposal. Offerors must organize their proposals in the following format with tabs separating each section:

A. Technical Proposal

1. Proposal Letter – Offeror's authorized representative(s) shall complete and sign the Proposal Letter on page 4 of this RFP and return it with the proposal.
2. *Section 3, Scope of Project/Specifications* – Offeror shall respond comprehensively and clearly to the requirements of *Section 3.1* and shall include all documents, information, exceptions, clarifications, etc., as requested therein. Number the responses so they are keyed to the paragraph of the RFP that the response addresses. If the Offeror cross-references supplemental materials as enclosures or appendices or annexes to the proposal, be sure that this information is numbered in the supplemental materials showing exactly what paragraph in the RFP the supplemental material is addressing.
3. Standard Contract – Offeror's authorized representative(s) shall execute the contract provided upon award and return it with the proposal.
4. Standard Forms – Offeror's authorized representative(s) shall complete the standard forms attached to the contract provided upon award. The standard forms include legal requirements that must be met before formal negotiations can be completed and the award process commenced.
5. Addenda – if any addenda have been issued, complete, sign and return Page 1, Addendum Acknowledgement (for each addenda issued) with proposal.
6. THE TECHNICAL PROPOSAL MUST NOT INCLUDE ANY COST FIGURES.

B. Cost Proposal

1. Cost Proposal Format – Offerors must present a Cost Proposal response as outlined in *Section 4*. The Cost Proposal format outlined in *Section 4* will be used as the primary representation of each Offeror’s cost/price, and will be used during proposal evaluations. Additional information should be included as necessary to explain in detail the Offeror’s cost/price. Do not qualify the Cost Proposal with “If ..., then” statements. A qualified Cost Proposal may be rejected and not be further considered.
2. Proposal Price Certification - Offeror’s authorized representative(s) shall complete and sign the Proposal Price Certification contained in *Appendix C* and return it with the Cost Proposal.

1.4.2 **Failure to Comply with Instructions:** Offerors failing to comply with these instructions may be subject to scoring reductions. The City of Roswell may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.4.3 **Multiple Proposals:** Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document. Multiple responses must be submitted in separate envelopes and marked plainly to notify that each envelope contains a separate and single response.

1.4.4 **Copies Required and Deadline for Receipt of Sealed Proposals:** All proposals must be received in sealed opaque packaging. Offerors must submit the following number of copies to the address set forth on the Cover Page:

A. Technical Proposal:

- i. One (1) hard copy marked “Original” with original signatures; and
- ii. One (1) electronic copy. The electronic copy shall be submitted in pdf format (OCR) and organized in the same format as the original submission with each Chapter or Section of the original having a corresponding Electronic File.

B. Cost Proposal:

- i. One (1) hard copy marked “Original” with original signatures shall be submitted in a separate, sealed opaque envelope marked “Cost Proposal” with the Offeror’s name, address, RFP #, RFP Name, and Due Date/Time. Additional Cost Proposal sheets shall not be included in proposal original or copies.

C. Proposals must be received sealed and at the Purchasing Office of the location noted on the *Schedule of Events*. Facsimile or e-mail responses to requests for proposals are NOT accepted.

1.4.5 **Late Submissions, Withdrawals, and Corrections:**

- A. **Late Proposal:** Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror’s sole risk to assure delivery to the by the designated time. Late proposals will not be

opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

- B. **Proposal Withdrawal:** An Offeror requesting to withdraw its proposal prior to the RFP due date and time may submit a letter to the Buyer requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.
- C. **Proposal Correction:** If an obvious clerical error is discovered after the proposal has been opened; the Offeror may submit a letter to the designated Buyer within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Buyer will review the correction request and a judgment will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

1.5 Offeror's Certification

- 1.5.1 **Understanding of Specifications and Requirements:** By submitting a response to this RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.
- 1.5.2 **Offeror's Signature:** All signatures required in the proposal on behalf on an Offeror must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The Offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude the City of Roswell from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.
- 1.5.3 **Offer in Effect for 120 Days:** Except in rare cases as described in *Section 1.4.5*, a proposal may not be corrected, withdrawn, or canceled by the Offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the proposal.

1.6 Cost of Preparing a Proposal

- 1.6.1 **City of Roswell Not Responsible for Preparation Costs:** The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City of Roswell are entirely the responsibility of the Offeror. The City of Roswell is not liable for any expense incurred by the Offeror in the preparation and presentation of their proposal.
- 1.6.2 **All Timely Submitted Materials Becomes Property of the City of Roswell:** All materials submitted in response to this RFP become the property of the City of Roswell and are to be appended to any formal documentation, which would further define or

expand any contractual relationship between the City of Roswell and Offeror resulting from this RFP process.

SECTION 2: RFP RECEIPT AND EVALUATION PROCESS

2.1. Authority

This RFP is issued under the authority of the City of Roswell.

2.2 Receipt of Proposals and Public Inspection

2.2.1 **Public Information:** During the opening of sealed proposals, only the name of each Offeror shall be announced. No other information will be disclosed at that time. No other information will be disclosed nor shall the qualifications be considered open record until after Council award. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after Council award with the following four (4) exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Roswell ; (3) any company financial information requested by the City of Roswell to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

2.2.2 **Buyer's Review of Proposals:** Upon opening the sealed proposals received in response to this RFP, the Buyer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in *Section 2.2.1* above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal;
- Proposal does not contain confidential material in the cost/price section; and
- An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets.

Information separated out under this process will be available for review only by limited designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 Classification and Evaluation of Proposals

- 2.3.1 **Initial Classification of Proposals as Responsive or Nonresponsive:** All proposals will initially be classified as either “responsive” or “nonresponsive”. Proposals may be found nonresponsive at any time during the evaluation process or negotiations if: any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. Proposals found nonresponsive may not be considered further.
- 2.3.2 **Determination of Responsibility:** The Buyer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing and made a part of the procurement file.
- 2.3.3 **Evaluation of Proposals:** The Evaluation Committee will evaluate the remaining proposals and make a recommendation to Mayor & Council or, if necessary, to seek discussion/negotiation or a “best and final offer” in order to determine the recommended Offeror. Responsive proposals will be evaluated based on stated evaluation criteria (*Section 5*). In scoring against stated criteria, the Evaluation Committee may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors.
- 2.3.4 **Completeness of Proposals:** Selection and award will be based on the Offeror’s proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.
- 2.3.5 **Opportunity for Interview, Discussion/Negotiation, and/or Oral Presentation/Product Demonstration:** After receipt of all proposals and prior to the determination of the award, the City of Roswell may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP responses or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City of Roswell to discuss technical and contractual aspects of their proposals. Oral presentations and product demonstrations, if requested, shall be at the Offeror’s expense.
- 2.3.6 **Best and Final Offer:** The “best and final offer” is an option available to the City of Roswell under the RFP process which permits the City of Roswell to request a “best and

final offer” from one or more Offerors if additional information is required to make a final decision. The decision to seek “best and final offer” is at the sole discretion of the City. Offerors may be contacted asking that they submit their “best and final offer”, which must include any and all discussed and/or negotiated changes.

- 2.3.7 **Committee Recommendation for Award:** The Evaluation Committee will provide a written recommendation for award to the Buyer that contains the ranking and related supporting documentation for its decision. The Buyer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the Evaluation Committee’s recommendation.
- 2.3.8 **Negotiation:** Upon recommendation from the Evaluation Committee, the Buyer may begin negotiations with the responsive and responsible Offeror whose proposal that is the advantageous to the City of Roswell. If negotiation is unsuccessful or the highest-ranked Offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City of Roswell may terminate negotiations and begin negotiations with the next highest-scored Offeror.
- 2.3.9 **Contract Award:** Award, if any, will be made based on the determination of Mayor & Council.

2.4 Roswell’s Rights Reserved

While the City of Roswell has every intention to make an award as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Roswell to award and execute a contract. Upon a determination such actions would be in its best interest, the City of Roswell, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP at any time. A notice of cancellation will be issued on the Roswell website. If the RFP is cancelled, the City of Roswell will not reimburse any Offeror for the preparation of its proposal. Proposals may be returned upon request if unopened;
- Reject any or all proposals received in response to this RFP,
- Make a contract award, based directly on the proposals received, determined to be in the best interest of the City, in its sole discretion,
- Enter into further discussions with one or more Offerors;
- Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any proposal;
- Not award if it is in the best interest of the City of Roswell; or
- Terminate any contract if the City of Roswell determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT/OFFEROR INFORMATION

3.1 Purpose of Request

The purpose of this Request for Proposal is to solicit written Responses from qualified firms (the “Firm”) to establish a contract through competitive sealed Responses for the provision of a benefits consulting firm to strategically plan, consult, implement, and support our employee benefits programs, both current and future. The City seeks a consultant that is well versed in the benefits market, experienced in advising comparable public agencies and works well with various levels of City staff and management.

This RFP is not a request or an authorization to approach insurance companies or other underwriting sources on behalf of City of Roswell. The City of Roswell specifically requests that no insurance market contact or solicitation be made at this time.

3.2 Background and Existing Plan Descriptions

The City of Roswell is a municipal city government chartered by the State of Georgia. We currently employ 596 full time employees with approximately 600 eligible dependents. With approximately 1,200 members, our largest benefit plans are 3 self-funded CDHP's currently administered by HealthEZ (MagellanRx is the TPA for the Rx benefit; UME\Gerber), is the stop loss vendor, all three plans are Health Savings Accounts (HSA). Next scheduled expiration date on all employee group benefit plans is September 30, 2018. This includes health (prescription coverage included), dental, vision, basic life and AD&D, supplemental life, and short and long term disability. Annual open enrollment generally begins the 3rd week of August. A description of our current benefits is attached to this RFP as Appendix A and F.

3.3 Scope of Work

The City of Roswell is evaluating the option of selecting a benefits consulting firm to strategically plan, consult, implement, and support our employee benefits programs. Our goal is to select the firm who will be the most effective and proactive partner in assisting us to achieve the most beneficial access to plan funding designs, insurance carriers and benefits providers to assist the City with the design and development of the annual Request for Proposals, evaluating and identifying high value proposals and comprehensive services for each benefit offered to City of Roswell employees, including but not limited to:

- Health / medical plan, Prescription Drug plan
- Dental plan
- Basic Life Insurance with AD&D
- Optional Life Insurance
- Vision Insurance
- Short-term and Long-term disability
- Wellness programs, disease management and preventive care options
- EAP (Employee Assistance Plan)
- FSA / COBRA / HIPAA / FMLA administration

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 contain or 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:

Analysis and Reporting

- Analyze existing coverage, identify, and develop cost-saving alternative benefit strategies and plans. Provide innovative approaches to benefit challenges facing the City of Roswell and recommendations for benefit plan changes.
- Assist in the development of short and long-range goals and strategies, including making projections of potential savings.
- Provide analysis and recommendations based on utilization and performance reports, statistical and financial reports, and plan specific data.
- Assist the City in being pro-active to monitor and analyze experience trends, provide timely alerts on changing patterns and suggest appropriate recommendations.
- Provide, maintain and update comparison reports of other public and private companies' benefit plan offerings, and costs, to determine their competitiveness with the City's programs.
- Provide financial and performance reviews of self-funded and fully insured plans and programs for current year and upcoming plan year.
- 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, trend, or experience reports, as well as new products and audits, as requested.
- Regularly monitor and evaluate performance measures and guarantees for providers.
- Maintain full and accurate records with respect to all matters and services provided on behalf of the City's benefit plans and programs. Provide City staff and officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the City's benefit plans and programs.
- Provide summary of activity on open, ongoing claims.
- Provide quarterly management reports for all benefit products. Monthly reports required on the health insurance plan, as well as periodic meetings to discuss data and strategy.
- Provide a high level of customer service to our organization to include evaluation of claims data, submission of executive reports and reconciliation of accounts.

Liaison and Problem Intervention

- Act as liaison with (and between) the City, insurance carriers and providers.
- Provide day-to-day consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans, assisting employees with selecting plans that meet their needs.
- 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.

- Attendance, as needed, at meetings with City staff, elected officials, and employees to facilitate and assist in the management of the City's employee benefits plans.
- Act as an advocate or ombudsman in 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.
- Represent the City of Roswell in all negotiations with providers on all issues, including, but not limited to those related to fees, benefit levels, plan design, and special terms and conditions.
- Attend annual open enrollment meetings (on site at several City buildings for approximately 12–15 meetings, beginning the 3rd week of August) and continuing enrollment services as appropriate for both current and new City of Roswell employees.

Compliance

- Assist with ongoing plan administration and ensure that City benefit programs comply 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.
- Assist City staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
- Develop and assist in creating, as needed, various communication materials and tools including, but not limited to, open enrollment annual meetings, new hire orientation, qualifying events and wellness programs.

Annual Renewal Process and Evaluation

- Provide an annual report (more often when necessary and / or requested) outlining the in-force programs and their status, and a preliminary marketing report describing the market conditions for each benefit. This report should outline suggestions and recommendations for various plan options.
- Establish a strategy for benefits, both annually and three (3) to five (5) years in the future to determine goals and impact. Consider trends, prospective legislations, new delivery systems, and forecast of market conditions, expectations of renewals and geographic health-care practices to make both short and long-term projections.
- Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, funding options, communications and quality of current employee benefit plans.
- Recommend appropriate premium rates and reserves / most economical funding methods to maintain the viability of each benefit plan to ensure that quality and cost-effective benefits are provided by the plans. This includes evaluation of both fully insured and self-funded options, for both current plan year and upcoming plan year.
- Determine annual estimates of renewal rates and cost trends and assist City staff in preparation of budget figures.

- Conduct thorough and applicable market research in preparation for contract renewals. Include evaluation of overall insurance programs compared to similar employers (both public and private).
- Prepare specifications and compile data, obtain quotes and proposals, analyze and compare proposals and negotiate rates.
- Make recommendations, as well as representation for items of negotiation with carriers, including, but not limited to, benefit levels and plan design, premiums / funding options, quality of service, performance measures and guarantees, contractual terms and conditions, quality assurance standards and return on investment, where applicable.
- Review rate proposals to ensure underlying assumptions are appropriate and accurate to the City.
- Provide communication and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings.
- Attendance at and assistance with coordination of the annual Employee Benefits Fair and Open Enrollment meetings.

Other Service Requirements

- Assist in the development, implementation and ongoing process of an employee wellness program, to improve employee health and reduce employee health-care costs, both in the short and long-term.
- Assist in the 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.
- Recommend and help 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.
- Provide timely research and responses to technical questions posed by City staff.
- Provide regular and timely communications needed for the effective administration of benefit plans.
- Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration.
- Provide access to published benefit-related survey information.
- Develop additional benefits communications specific to the needs of the City's employees.
- Attendance at, and assistance with, meetings with the Mayor and Council, City management and staff.
- Recommend that City staff attend particular consultant sponsored seminars, benefit events and educational forums that would be beneficial to the City.
- Develop and/or assist in developing and evaluating employee needs and satisfaction surveys.
- Complete and provide a service analysis for areas of improvement.
- Work collaboratively with other consultants and City staff.
- Manage plan transitions as necessary.
- Review and evaluate current administrative processes related to enrollment and billing.
- Recommend and assist with implementation of administrative process enhancements.
- Assist the City of Roswell with the implementation and various communication options of new programs or changes to existing programs, which will include attending and presenting

information at annual open enrollment meetings, along with any meetings during the plan year, as needed.

The City of Roswell desires an open communication with selected insurance carriers (vendors) for all lines of benefits. The City of Roswell does not approve or promote the Consultant firm being the only point of contact for the City of Roswell.

SECTION 4: Proposal Requirements

Each proposal shall include the following elements:

1. **Brief business profile:** Year business established. Firm must have been in business for at least ten (10) years at time of RFP.
2. **Statement of Suitability:** Provide a statement or specific information that may serve to differentiate the firm from other firms in suitability for the project. Suitability may include, but is not limited to the firm's fit to the project and/or needs of the Owner, any special or unique qualifications for the project and any techniques or methodologies offered by the firm that may be particularly suitable for this project type.
3. **Project Management:** Name and contact information, experience, education and qualifications of the Consultant's designated Project Manager. (maximum 2 pages)
4. **Technical Experience:** Indicate areas of development services in which the Consultant is qualified as it relates to the Roswell Project. Provide information on the firm's experience on projects of similar size, function, and complexity for five (5) projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the project at hand. The following project information must be provided: Project name, location, owner's contact, dates during which services were performed and photographs of the project with a brief description of project. Provide any letters of reference/recommendation about the firm's performance on the project. List the names and roles of proposed team members, if any, who participated in these projects. (Maximum 10 pages-internet links to full project information may be included)
5. **List of Subcontractors:** Each Response must identify the names and addresses of any Subcontractors. If requested by the City, the Successful Respondent, and any other Respondent so requested, shall within seven days after the date of the request, submit to the City an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization. If the City after due investigation has reasonable objection to any proposed subcontractor, supplier, other person or organization may, before giving the Notice of Award, request the Successful Respondent to submit an acceptable substitute without an increase in Contract Price. If apparent successful Respondent declines to make any substitutions, The City may award the contract to the next highest ranked Respondent that proposes to use acceptable subcontractors, suppliers and other persons and organizations. Any subcontractor, supplier, other person or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the City subject to revocation of such acceptance after the Effective Date of the Agreement.

In no event can services in excess of forty-nine (49) percent be subcontracted.
6. **Licensing:** Firm MUST have all the necessary, valid and current licenses to do business in the State of Georgia as issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed.

7. **Financial Stability:** Provide Suitable documentation to establish Financial Stability. Acceptable documentation includes audited or reviewed financial statements, partnership or corporation tax returns, bank or financial institution commitments, or other verifiable information demonstrating financial stability.
8. **Experience/Qualifications**
- A. Describe your organizational structure (please provide an organizational chart). Also include your mission statement and / or company philosophy and culture. Describe the staff retention program to assure continuity of service to the City.
 - B. Confirm that you serve as a consultant, independently, and are not affiliated with any insurance company, third-party administrative agency or provider network.
 - C. Describe your company's organization and management and provide a brief history of your organization. Describe your contractual relationships, if any, with organizations necessary to your qualifications and implementation of this RFP (e.g., actuarial services, data information services, etc.).
 - D. Describe how long your organization has been providing benefit consulting services, date established, size, expected future growth, number of employees, and number of years in business under the same name. Also include other clients currently assigned.
 - E. Provide details of any changes in ownership that have occurred in the last five (5) years, details of any anticipated mergers, transfers of organization or ownership, management or departure of key staff members within the next twelve (12) months.
 - F. The firm shall have at least ten (10) consecutive years of experience in Georgia, providing consultant and benefits consulting services to public and private entities. The firm shall have experienced management staff, who possess comprehensive knowledge of benefit administration provided to jurisdictions whose service populations are similar in size and complexity to the City's. The firm shall possess knowledge of applicable laws, regulations and codes and shall be familiar with local conditions and trends relating to group insurance in Georgia.
 - G. Provide the name(s) of the staff member(s) who will be assigned to the City's account. Include a biography that highlights areas of expertise (to include education, professional qualifications and associations, and employment history), their role and responsibility. Staff assigned to the City's account shall have ten (10) years of benefit administration and client management experience. Experience in maintaining a high level of quality communication with clients, client's employees and vendors is required. Emphasis with public sector experience and clients is important.
 - H. Detail your experience in monitoring, and your ability to monitor, regulatory and legislative developments at both the state and federal level and how this information will be communicated to the City of Roswell.
 - I. Outline your capacity to provide expertise in the areas of benefit plan analysis and design. Explain the types of analyses you have conducted relative to benefits analysis and design for insurance plans similar to this size.
 - J. Provide a recent example of the selection and implementation of a new insurer or third party claims administrator. Detail how your company's experience and expertise benefited the client.
 - K. Has or does your firm put on any benefit seminars which the City of Roswell could send a representative?

L. What is the estimated percentage of clients that you have fully insured vs. self-funded in their group health benefit program?

M. If the City of Roswell made the decision to appoint your firm as its consultant of record, how would the City of Roswell (1) rank in size (employees and members) and (2) benefit plan cost in proportion to the balance of your business (estimates are acceptable).

N. Include a discussion on the firm's financial stability and resources to perform the contract in a satisfactory manner and within the required time. Also include a listing of any lawsuit or litigation and the result of that action resulting from: (a) any project undertaken by the proposer or its subcontractors or affiliates where litigation is still pending or has occurred within the last ten (10) years; and (b) any type of project where claims or settlements were paid by the proposer or its insurers within the last ten (10) years.

O. Provide a description of technical or professional support, available at no extra cost through the firm, such as legal counsel, communications, technology support or others.

P. List the principal insurance markets and carriers utilized by the firm in the order of premium volume placed with each market. This list should be categorized by line of coverage (medical, dental, life, AD&D, vision, short and long-term disability and EAP).

9. Service plan

A. Describe in detail your service plan for the City of Roswell including how you will address each of our stated purposes and your proposed handling of the annual renewal process, negotiation strategy and open enrollment services.

B. Provide an example (without client name) of separate renewal and marketing financial analyses that you have presented to a client.

C. Provide an estimated timeline for this project.

D. Provide sample annual reports for your clients, and details on tools and models to be used.

E. Provide a sample of your standard contract. The relationship between the City and Successful Respondent will utilize the City's Contractual Agreement and associated Terms and Conditions, but is subject to negotiation subsequent to the selection of Respondent as the Contractor.

F. When a selection and award is made by the City of Roswell, the Consultant is to market, on an annual basis, health (including Rx), dental, life, vision, and disability as well as any other insurance or benefit service program provider, by preparing specifications, identifying insurer/service providers and negotiating with underwriters on the terms and conditions on coverage and price. Confirm that the proposed services and fees included herein will include, but are not limited to this process, qualitative and quantitative spreadsheet analysis, provider network analysis, prescription comparison analysis, fully insured vs. self-funded comparison analysis, pooling point and administrative costs, as well as any other comparison and / or analysis deemed standard or necessary, and your written recommendation. Verify that your firm will obtain at least three (3) quotations for each line item product when requested to be marketed.

G. Consultant shall utilize only those insurance carriers that have an A.M. Best rating not lower than (A) – Excellent and a financial category of VII or higher. Any exception to this requirement must have prior written approval of the City Administrator or their designee. A summary of the financial information on each insurer utilized or being proposed for the City's consideration shall be provided annually.

H. Should a change in insurers, plan design and / or plan funding be contemplated, confirm that the Consultant will compare plan design differences, insurance provider discounts, analyze stop-loss provisions, health care provider network matching, prescription disruption / comparison reports, as well as any other reports, comparison and / or analysis deemed standard or necessary. Also confirm

the ability to run “what if” scenarios regarding possible plan design changes and the impact that would have had on the past claims year and Predictive Modeling for potential claims.

I. Provide details on any resources your organization has available to address issues that might include claims management, plan design and wellness.

10. Location and Accessibility

A. Indicate the location of any other office that will handle the City of Roswell account, as well as the service rendered by each such office. An Atlanta metropolitan office with significant executive authority is considered extremely important to the City of Roswell.

B. Provide the name(s) and location of the staff member(s) who will perform work for the City of Roswell. Also include a statement as to why each member is qualified to provide services for the City of Roswell. List other clients currently assigned to the staff member(s). Indicate the availability and commitment to the project.

C. The staff member(s) assigned to the City’s account shall have at least ten (10) years of benefit administration and client management experience and provide credentials documenting professional experience, employment history and education. Provide the requirements and standards necessary for the key contact (Account Manager) for the City.

11. Cost and Fees

A. It is anticipated that the agreement resulting from this solicitation, if awarded, will be a firm, fixed contract, based on a fee (not commission). The “Contractual Agreement” form (also known as the “Cost Proposal and Special Project Rates”) must be completed and delivered in a separate sealed envelope as required in §1.4, Basic Guidelines for this Request for Qualifications. Non-core services will be undertaken on an individual basis as directed by the City, and commenced only upon a Notice to Proceed for each such requested service. Completion of **Appendix B, “Cost Proposal and Special Project Rates” must be completed and will be binding for the billing of such services.**

B. The City of Roswell requires an all-inclusive cost structure. The selected firm’s fee for compensation for insurance placement and benefit consulting should be outlined in detail. State your ability to offset fees with commissions received from vendors. Include any commissions, fees, contingencies, bonuses, etc., and the impact of those fees on the City of Roswell. The City understands that commissions or other fees are payable from the insurer to the consulting firm for the firm’s involvement. Specifically identify your proposed fee for the current programs outlined. 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. If any contingencies or over-rides are suspended for 2018, identify if the suspension is anticipated to remain for 2018 and 2019. If suspended for future years, be very clear how this may impact future fees or cost impact for the City of Roswell and its employees.

C. The City of Roswell expects full disclosure of **ALL** compensation received from any source resulting from being named the consultant of record. An annual report of all fees, commissions, bonuses, contingencies, over-rides, etc. on all insurance products is to be submitted annually to the City’s Director of Human Resources. Identify if there are any “maximum not to exceed” amounts that will be earned by the Consulting firm on the City’s benefit programs

D. For all negotiations with insurance carriers or other providers of insurance products, the Consulting firm will act solely for the benefit of the City and its employees without regard for the benefit of the Consulting firm or any other person or entity. Confirm that the City's Human Resources Director and / or Benefits Manager, or their designee, will be in all negotiations involved in placing of the City's insurance programs.

SECTION 5: SUBMITTALS

5.1 Technical Proposal

5.1.1 **Technical Proposal Requirements:** Each response to this RFP shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be **succinct** and **relevant** to the goals of this RFP. Excessive information will not be considered favorably. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Be sure to follow and clearly mark each section of your proposal according to the sections below.

- A. Qualification and Experience
- B. Financial Stability
- C. Basic Information
- D. Methodology and Approach

The specific submittal requirements are outlined in Section 3 Offeror Informational Requirements.

5.2 Oral Presentation

The shortlisted offerors may be required to participate in optional scheduled meetings on site in which they will provide greater insight on the services requested. Also offerors shall demonstrate how their knowledge, experience and proposal meets the City's requirements as defined in the Sections 3 and 4. Each Evaluation Committee member will then score the offeror's demonstration based on the offeror's presentation of material, communication of the offeror's strategy to complete the project and offeror's responses to questions posed by the Evaluation Committee.

5.3 Price

Please submit a cost bid sheet for the items requested in Appendix B of this bid document.

SECTION 6: EVALUTION CRITERIA

All proposals received will be reviewed by the Buyer to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. All proposals that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation. The

Evaluation Committee will review all proposals received and determine a scoring based on the information provided in Sections 3 through 4 of this RFP. This RFP requires a site visit for presentations/demonstrations with one or more selected Offerors.

Proposals will be evaluated and ranked based upon the following categories:

- A. Technical Requirements
 - a. Qualifications and Experience
 - b. Financial Stability
 - c. Basic Information
 - d. Methodology and Approach
- B. Oral Presentation (Optional)
- C. Price

After each member of the Evaluation Committee reviews and ranks the proposals, the evaluation committee member ranking related to each technical will be averaged and the proposals with the lowest scores will have the most favorable scoring.

Short-listed Offerors may be required to give an oral presentation to the evaluation committee to demonstrate their understanding of the project and their ability to meet the specifications of the proposal. After the optional Oral Presentations the Evaluation Committee will rank the oral presentation using the same method as established above.

SECTION 7: TERMS AND CONDITIONS

The City of Roswell's Terms and Conditions are set forth below. Offerors should notify the City of Roswell of any Terms and Conditions that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's RFP response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the designated Buyer. The City of Roswell reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-scored Offeror at the time of contract negotiation.

7.1 Additional Contract Provisions and Terms

This RFP, including all RFP documents and any addenda, the Offeror's proposal, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included as part of the contract upon award. In the event of a dispute as to the duties and responsibilities of the parties under the contract, the contract, along with any attachments prepared by the City of Roswell, will govern in the same order of precedence as listed in the contract.

7.2 Performance Prior to Contract Execution

The successful Offeror shall not begin performance of the project prior to the execution of a formal written contract by the City of Roswell and the Offeror. Any Offeror beginning performance prior to the execution of the contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City of Roswell reserves the right to withdraw or cancel the award of the proposal.

7.3 Contract Term

The contract term for consulting services for the City of Roswell is for an initial term of three (3) years with the automatic renewal annually for an additional two (2) years not to exceed five (5) years total.

7.4 Contract Termination

The City may terminate, by written notice to the Offeror, any resulting contract without cause. The City must give notice of termination to the Offeror at least **30 days** prior to the effective date of termination.

7.5 Subcontractors

The lowest-scored Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The City of Roswell reserves the right to approve all subcontractors. The Contractor shall be responsible to the City of Roswell for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract award derived from this RFP shall create any contractual relationships between any subcontractor and the City of Roswell.

7.6 Bonding Requirements

No bonds are required for this RFP.

7.7 Indemnification

- A. The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any negligent act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or

relating to the performance of the Contract Documents, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and
 2. is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.
- C. In any and all claims against the City or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts

7.8 General Insurance Requirements

The Offeror shall provide the City of Roswell with a Certificate of Insurance on an ACORD or similar form, along with an additionally insured endorsement, to the address listed under *Section 1.1* indicating the existence of the policies prior to the beginning of the contract term. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the City of Roswell representative named in the contract. A renewal certificate shall be delivered to the City of Roswell at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Roswell as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Roswell, the Offeror shall deliver to the City of Roswell representative upon demand a certified copy of any policy required herein for review. The Certificate of Insurance shall state that the City of Roswell is additionally insured.

1. **Statutory Workers' Compensation Insurance:**

Employers Liability:

- | | |
|-----------------------------|-------------------------|
| • Bodily Injury by Accident | \$100,000 each accident |
| • Bodily Injury by Disease | \$500,000 policy limit |
| • Bodily Injury by Disease | \$100,000 each employee |

2. **Comprehensive General Liability Insurance:**

- | | |
|---|-------------|
| (a) Each Occurrence Limit | \$1,000,000 |
| (b) Personal & Advertising Injury Limit | \$1,000,000 |
| (c) General Aggregate Limit | \$2,000,000 |

(d) Products/Completed Ops Aggregate Limit \$2,000,000

3. **Comprehensive Automobile Liability Insurance:**

- (a) \$1,000,000 limit of liability
- (b) Comprehensive form covering all owned, non-owned and hired vehicles

4. **Excess Umbrella Liability Insurance:**

- (a) \$3,000,000 limit of liability
- (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. **Professional Liability/Errors & Omissions Liability Insurance**

- (a) \$2,000,000 per occurrence and \$2,000,000 aggregate

7.9 **Compliance with Workers' Compensation Act**

The Contractor is required to supply the City of Roswell with proof of compliance with the Workers' Compensation Act while performing work for the City of Roswell. Neither the Contractor nor its employees are employees of the City of Roswell. Proof of compliance must be received at the address listed under *Section 1.1* within acceptable time limits established by the contract. If the Contractor does not meet the State's requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

7.10 **Compliance with Illegal Immigration Reform and Enforcement Act**

E-Verify Program: The City of Roswell is committed to compliance with federal and state laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City of Roswell shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). An Offeror should include a fully executed E-Verify affidavit as part of its proposal (Appendix E).

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- (1) Pursuant to O.C.G.A. § 13-10-91:
 - a. Public employers shall not enter into any contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with a contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal

work authorization program to verify the employment eligibility of all newly hired employees; and

- c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is “E-Verify” (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.
- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor’s agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will secure from such subcontractor attestation of the subcontractor’s compliance with O.C.G.A. 13-10-91 by the subcontractor’s execution of the subcontractor affidavit and maintain records of such attestation for inspection by the City of Roswell at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor’s agreement that, in the event the contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor’s compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor’s execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City of Roswell at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

7.11 Compliance with Laws

The Offeror must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Offeror subjects subcontractors to the same provision. The Offeror agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

7.12 Drug-Free Workplace

If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

7.12.1 **Certification:** If Contractor is an entity other than an individual, it hereby certifies that:

- i. A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
- ii. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

7.12.2 **Penalties:** Contractor may be suspended, terminated, or debarred if it is determined that:

- iii. The Contractor has made false certification hereinabove; or
- iv. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

7.13 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or change orders are permitted after contract award without written approval by the City of Roswell. Where specific employees are proposed by the Offeror for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City of Roswell agrees to a replacement. Requests for any substitution will be reviewed and may be approved by the City of Roswell at its sole discretion. Verbal agreements to the contrary will not be recognized.

7.14 Invoicing and Payment

The City of Roswell agrees to pay the Offeror in current funds for the performance of the contract. Upon completion of work and acceptance of the items, the Offeror shall submit an invoice detailing the

appropriate charges as currently allowed. The City will process approved payment requests under this project to the awarded Contractor. Payment to subcontractors and suppliers is the responsibility of the awarded Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Roswell
38 Hill Street Suite 130
Roswell, GA 30075

Upon receipt of invoice and inspection and acceptance of the items, the City of Roswell will render payment. All such invoices will be paid within thirty (30) days by the City of Roswell unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror will provide complete cooperation during any such investigation.

No sales tax will be charged on any orders.

Successful Offeror(s) must provide the City with a completed and signed W-9

7.15 Deliveries

In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery address is:

City of Roswell
38 Hill Street Suite 130
Roswell Georgia 30075

No freight or postage charges will be paid by the City of Roswell unless such charges are included and accepted in the bid price and awarded by contract. The Offeror, at Offeror's expense, will arrange to have someone onsite to inspect and accept delivery. The Offeror has sole responsibility for securing all materials at the project site. Offeror shall transfer and deliver to the department named all of the goods and/or services described in this bid for the consideration set forth herein. Risk of loss of the goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.

RFP REQUIRED FORMS

Proposal Letter

Addendums

E-Verify Affidavit (Appendix E)

Consultant Questionnaire (Appendix G)

References (Appendix H)

Compensation and Payment for Services (Separate Envelope)

Cost Proposal & Special Project Rates (Appendix B)
Price Proposal Certification (Appendix C)

APPENDIX A – CURRENT BENEFIT PLAN INFORMATION

APPENDIX A – Current Benefit Plan Information

*The dollar amount denoted for Medical is the amount the City anticipates paying in current claims.

Benefit Plan	Carrier	Estimated Annual Premium
Medical*	HealthEZ	\$ 5,921,292
Dental	The Standard	\$ 407,144
Basic Life	The Standard	\$ 125,481
Supplemental Life	The Standard	\$ 125,000
Short & Long Term Disability	The Standard	\$ 170,327
Vision	The Standard	\$ 55,200

APPENDIX B – COST PROPOSAL AND SPECIAL PROJECT RATES

APPENDIX B – COST PROPOSAL AND SPECIAL PROJECT RATES

COST PROPOSAL	Yearly Fixed Amount
Based on a Fee (Non-Commission)	\$

SPECIAL PROJECT RATES	Hourly Rates
Partners	
Managers	
Administrative and Support	
Other (Specify)	
Reimbursable Expenses:	
Per Diem rates	
Other (Specify)	

Examples of Special Projects not included or covered in RFP or your fee:

1. _____
2. _____
3. _____

APPENDIX C – Proposal Price Certification

Proposal Price Certification

The undersigned offers and agrees that if this proposal is accepted by the Mayor and City Council within one hundred twenty (120) days of the date of proposal opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURES _____

PRINT / TYPE NAME _____

APPENDIX D – Corporate Certificate Form

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20__ (Signature) _____

APPENDIX E – Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **City of Roswell**, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

City of Roswell, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Appendix F - 2017 - 2018 Benefits Summary

MEDICAL INSURANCE: – HealthEZ – 3 HSA plans offered with various deductibles. Elections are due online in Employee Self-Service within 30 days of hire date. Employees are eligible for benefits the first day of the month following 30 days of employment.

DENTAL: - The Standard – 2 plans offered (in-network and a buy up out-of-network). . Elections are due online in Employee Self-Service within 30 days of hire date. Employees are eligible for benefits the first day of the month following 30 days of employment.

VISION: - The Standard – 1 plan offered. Elections are due online in Employee Self-Service within 30 days of hire date. Employees are eligible for benefits the first day of the month following 30 days of employment.

BASIC LIFE/VOLUNTARY LIFE: - The Standard - Elections are due online in Employee Self-Service within 30 days of hire date. Employees are eligible for benefits the first day of the month following 30 days of employment. Basic Life = 3 times the salary and is paid for by the City.

FLEXIBLE SPENDING ACCOUNTS: - (FSA) If you participate in either the Limited or Dependent Care Flexible Spending Accounts, you will elect to have a specified amount of money deducted before tax from your paycheck each pay period. These dollars are set aside in a reimbursement account managed by Health Equity, and subtracted from your gross earnings before any taxes are taken out. A Debit Card is available for the Limited FSA. You need to turn in receipts – keep ALL receipts. Please Note: These accounts do not automatically renew, you must re-elect your desired level of contribution each plan year. The advantage to participating is that when you contribute pre-tax dollars to a reimbursement account, you lower your taxable income; therefore, you pay less in taxes and increase your spendable income. Full time employees who have been with the City full time for one year (or longer) upon annual open enrollment period (September) are eligible to participate in the Limited FSA. If you do not meet this criteria, then you must wait until the following years' open enrollment. If you go from part time status with no break to full time status, then your part time status can count towards one year to be eligible for the Limited FSA benefit. Full time employees are eligible immediately for the Dependent Care FSA.

SHORT TERM & LONG TERM DISABILITY: The Standard. Both are 100% paid by the City of Roswell. Short Term Disability eligibility is the first day of the month following 30 days of employment. The elimination period is 29 calendar days from the date of disability. Long Term Disability benefits are payable after 180 days.

WELLNESS PROGRAM: Voluntary program, administered by Provectus Health Strategies. Periodic meetings during the year with a wellness coach, or telephonic with a nurse, based on health parameters. Done on City time. Individual goal setting is encouraged. Annual biometric screenings. For those who participate, they receive a wellness credit each pay day.

APPENDIX G-CONSULTANT QUESTIONNAIRE

Appendix G- Consultant Questionnaire

Please submit answers to ALL questions. Use additional sheets if necessary.

Question	Response
<p>1. Has your firm established any limitation on the number of clients you intend to accept? What is your client to consultant ratio?</p>	
<p>2. Does your firm have any conflict of interest policy? If so, please provide a copy. Also, please describe any conflicts that have arisen within the firm and how they were resolved.</p>	
<p>3. What are three to four key things we should look for when hiring a consultant?</p>	
<p>4. Provide two examples of when you have provided services that have gone beyond the "spirit of the contract" (pro bono work).</p>	
<p>5. If you are the successful new consultant, outline your transition plan with dates, tasks and responsible parties.</p>	

Appendix F (continued) - Consultant Questionnaire

Please submit answers to ALL questions. Use additional sheets if necessary.

Question	Response
6. How do you track and communicate legislative updates to your clients? Provide a sample of legislative updates.	
7. How do you track and communicate industry trends to your clients? Provide a sample of industry trend updates.	
8. Describe how your firm would handle ad-hoc projects that arise due to changes in legislation or other events which create additional service needs for the City.	
9. Provide an example that demonstrates your firm's ability to be proactive in finding opportunities to enhance benefits and services.	
10. Provide examples that demonstrate your firm's negotiation skills to bring down costs.	
11. Should your firm engage the service of a subcontractor for the City's account, provide the firm's name/names, relevant experience and contact information for the persons who would be the primary and secondary contacts for this engagement, and copies of their biographies/resumes.	

Please submit answers to ALL questions. Use additional sheets if necessary.

Question	Response
<p>12. For the above subcontractor(s), list the current and past professional affiliations, including boards and committees. Include positions held and years of membership.</p>	
<p>13. Would the subcontractor's primary and secondary contacts for this engagement make decisions on behalf of your firm?</p>	
<p>14. Tell us how you monitor and report on provider performance. Provide a sample of provider performance reports your firm has completed for current clients.</p>	
<p>15. Do you have access to a benefits attorney who could render opinions to the City? If so, please provide the cost for this service and the name of the firm / attorney (if not an employee of your firm).</p>	
<p>16. What service does your firm provide for developing a Wellness Program? Please provide the cost for this service.</p>	
<p>17. Are there any other relevant consulting services that are not listed that you will provide as part of your consulting services to the City? Please provide the cost for these services.</p>	

APPENDIX H-References

REFERENCES: Provide the names, contact information, and scope of services (brief description of pertinent insurance programs negotiated) of at least 3 public entities for which you are currently providing similar services, and at least 3 public entities for which similar services have been terminated. Include the number of covered employees for each entity, the time period services have been provided to each account, the total project cost and fee amounts, and a brief statement of the adherence to the schedule and budget for each project. Preference will be given for similar size and scope of services provided to other public entities. Use additional sheets if necessary.

REFERENCE # 1

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required): _____

Date When Work Performed: _____

Description of Work Performed: _____

Date When Work Performed: _____

REFERENCE # 2

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required): _____

Date When Work Performed: _____

Description of Work Performed: _____

REFERENCE # 3

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required): _____

Date When Work Performed: _____

Description of Work Performed: _____

REFERENCE # 4

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required): _____

Date When Work Performed: _____

Description of Work Performed: _____

REFERENCE # 5

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required): _____

Date When Work Performed: _____

Description of Work Performed: _____

REFERENCE # 6

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required): _____

Date When Work Performed: _____

Description of Work Performed: _____
