

City of Delaware, Ohio, USA

Request for Proposal (RFP)

for

Employee Benefits Broker and Consultant Services

Issue Date:	June 17, 2024
Issued By:	City of Delaware 1 S. Sandusky Street Delaware, OH 43015
Inquiries:	POC – Jessica Feller City of Delaware Human Resources Director jfeller@delawareohio.net *Q & A via Email*
Information Due:	5:00 PM, July 1, 2024



Section I. Request for Proposal Notice

Notice is hereby given that the City of Delaware, Ohio (the City) is requesting proposals for qualified firms to provide professional services in support of the City's employee benefits program.

One hard copy OR one electronic copy (emailed to jfeller@delawareohio.net) or sent on flash drive of your business proposal, clearly labeled ***RFP Employee Benefits Broker and Consultant Services*** should be sent to the City at the following address:

Attention: **Jessica Feller, Human Resources Director**
City of Delaware
1 South Sandusky Street
Delaware, OH 43015 (Hard Copy) and/or
jfeller@delawareohio.net (Emailed)

Please note that no formal opening of the proposals will take place.

Proposals will be evaluated, and the successful vendor(s) will be approved by the City. The City reserves the right to reject any or all proposals, waive formalities, and to select the vendor, benefits and services that best meet the needs of the City and its employees.

Inquiries should be directed by email to Jessica Feller, Human Resources Director, at jfeller@delawareohio.net no later than June 21, 2024. Answers will be posted on the City's website (https://www.delawareohio.net/business/rfps-bids/-folder-216) regardless of whether you received your RFP through the mail or the website.

Schedule: (dates are estimated and subject to change)

Release of RFP	June 17, 2024
Vendor Questions Due	June 21, 2024
Response emailed and posted to website	June 26, 2024
Proposals Due	July 1, 2024
Evaluation of Proposals	Early July
Vendor Review/Interviews/Site Visits (if needed)	Mid July
Approval of Award	Late July/early August
Contract Begin Date	January 1, 2025



Section II. Background & Introduction

The City of Delaware is the county seat of Delaware County. Delaware was founded in 1808. It is a vibrant and historic city known for its strong sense of community, award-winning downtown, and commitment to sustainable growth. The City of Delaware is an *Ohio Magazine* Best Hometown, a *Money Magazine* Top 50 Best Place to Live in America, and an American Planning Association Great Place in America. See Article.

The City of Delaware operates under a council-manager form of government, which was established in 1954. Council, as the legislative body, represents the entire community and is empowered by the City Charter to formulate policy. City Council is comprised of seven members; three elected at-large by all city residents, and four representing the four city wards and elected only by those ward residents. All council members serve four-year terms. The mayor and vice mayor are selected by Council from among the at-large members and serve two-year terms.

The City Manager is responsible for managing the day-to-day operations of the City while overseeing a full-service city, approximately 350 employees, and an annual budget that in 2023 totaled approximately $121 million. R. Thomas Homan has served as Delaware's City Manager since 1999 and will retire from public service on July 31, 2024.

Section III. Scope of Services

1. **General -** The City of Delaware seeks the services of a benefits consultant with significant experience representing a broad range of clients, particularly those in the public sector, to negotiate all group benefit contracts and to solicit competitive quotes from prospective carriers, including stop loss, medical and pharmacy, dental, vision and life programs. Additionally, the consultant will provide ongoing legislative compliance guidance and support, coordinate and deliver periodic plan briefings for the benefit of City Management and carriers and provide direct assistance in rolling out new programs and initiatives. The City seeks a professional service provider with at least five (5) years of experience working as a broker for public clients similar in size to Delaware.

2. **Specific –** The successful consultant will provide the following benefit consulting services for employee benefit programs including but not limited to the following:

a. Review and make recommendations regarding the existing benefit plan, modifications to the existing plan design, cost (rates), and potential benefit plan options.

b. Identify and evaluate alternative cost-saving options for benefit plans.

c. Review market trends and conduct a cost analysis against the City's current benefit plan.

d. Lead the competitive bidding process for medical/pharmacy, dental, vision, life, and stop-loss coverage to include developing of the request for proposal, response to vendor inquiries, receipt of proposals, tabulation, analysis, and recommendation and reporting to City staff.

e. Assist the City in contract negotiations with benefit plan providers on matters including, but not limited to, premium rates, benefit levels, performance standards and guarantees, contractual terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and plan specific data such as medical conditions, prescription drugs, high-cost procedures, in-patient data, etc.

f. Review the City's benefit programs on a continual basis to ensure that the plans are compliant with governmental regulations and assist with compliance reporting.

g. Provide assistance with benefit issues related to coverage, claims, billing, and other related matters that may arise during the normal course of business.

h. Alert the City regarding benefits information that may need to be distributed to employees, deadlines, associated with said communication, and provide sample documents to be used to notify employees of any changes.

i. Develop and provide actuarial estimates for benefit plans by plan type to manage and predict plan costs.

j. Provide consulting and guidance concerning government mandates such as FMLA, COBRA, HIPPA, ADA, ACA, USERRA, Medicare etc. Document compliance status and identify areas of non-compliance with corrective action recommendations.

k. Research and assist on compliance for all plans. Assist with government or IRS filings, as needed.

l. Review Summary Plan Documents (SPDs) for compliance and accuracy.

m. Provide open enrollment support including, but not limited to developing timelines, assisting with the development of open enrollment materials and digital communication, developing/updating benefit summary guides, and coordinating and participating in open enrollment meetings as reasonably requested.

n. Identify a key contact person to be available to answer questions and/or general inquiries and resolve issues that arise during the contract period.

o. Provide stop-loss analysis and facilitate the renewal process.

p. Provide regular quarterly claims reporting.

q. Facilitate semi-annual briefing sessions with City staff and Carriers, or more frequently, as is deemed necessary.

r. Facilitate an annual planning meeting with City staff to develop a comprehensive plan detailing annual objectives, strategies, and key actions that align with organizational goals.

s. Generate reports, for utilization and analysis of benefit programs including, but not limited to health, prescription drug, vision, dental and stop loss to compare year-over-year data and trends and provide recommendations based on such.

t. Provide network match and employee disruption analysis reports, as needed.

u. Access to firm E-newsletters, industry briefings, legislative briefings etc.

v. Assist the City with further development of its wellness program.

Section IV. Current Environment

The City's current employee benefits broker and consultant is USI. USI has furnished professional services in support of the City's medical, dental, vision, and life insurance programs for over 25 years.

USI – Broker/Consultant

Medical/Dental TPA Services- Luminare (formerly Trustmark/Coresource)

Medical PPO Network - Aetna

Population Health Management (PHM) – Luminare

Pharmacy – CVS Caremark

COBRA Administration – Luminare

Dental – No Network, claims processed by Luminare

Vision – Eyemed

City Paid Group Life Insurance – American United Life Insurance Company (AUL)

Employee Paid Voluntary AD&D – Ohio Municipal League/Lincoln Financial

Section V. Proposal Evaluation Criteria

The City of Delaware will evaluate respondents based on the written response to this RFP, consultant interviews, references, and any other information requested by the City. The selection is based on the following criteria:

1. Responsiveness – the degree to which the firm's overall proposal has responded to the RFP's purpose and scope and its approach to providing the requested services.
2. Experience and Qualifications – the demonstrated experience in providing services and deliverables as requested in this RFP and having performed similar work for local or state government.
3. Capability and Project Approach – the firm's capability, flexibility, and skill to meet the City's requirements and perform the work identified in the RFP.
4. References – the firm's demonstrated past experience implementing and supporting a similar scope of work; assessment of reference responses.
5. Cost Proposal – assessment of the overall cost of the proposal and determination of whether the costs proposed are realistic for the work to be performed and reflect a correct understanding of the requested services.

The City of Delaware reserves the right to accept any one or more than one proposal; to withdraw or cancel this RFP; to modify or amend, with the consent of the respondent, any proposal prior to acceptance; to reject any or all proposals or waive any informality and otherwise to affect any agreement that the City of Delaware in its sole judgment, deems to be in its best interest. The successful respondent will be expected to enter into a standard professional services agreement.



Section VI. Proposal Organization

The proposal must include, minimally, the following:

1. **Cover Letter -** provide an introductory letter highlighting your understanding of the project and the benefits of accepting your proposal. Explain the value that your firm will provide to the City.

2. **Background and Overview -** State the history of the firm, in terms of length of existence, types of services provided, etc. Identify the details that make the firm uniquely qualified for this work. Include the name of executive and professional personnel by skill and qualification who will be employed in the work and their background information which highlights their suitability for this scope of services. Further, identify any affiliates and/or sub-consultants/contractors to be associated with the project.

3. **Experience and Qualifications –** Provide information on similar or relevant projects delivering insurance brokerage and consulting services for public entities. Provide a list of at least three (3) public client references for whom you have conducted similar services. Please include the client/agency name, address, a brief description of the work performed, and contact person and contact information.

4. **Project Approach -** Provide an overview of your recommended approach to each element outlined in the scope of services. This overview should include how the services will be managed and/or scheduled, communication and coordination, and the working relationship between the firm and City staff. Provide a detailed timeline for the transition process.

5. **Additional Data and Information** – Any additional material specific to the parameters of the RFP that will assist the City in the overall consideration of your proposal is welcomed.

6. **Pricing** – The project cost is important to the City. Submissions shall include a complete cost proposal for all services/deliverables, including information on fees and costs.

Section VII. Contract Term

The initial term of the contract shall be for a three (3) year period. The contract shall be from January 1, 2025, through December 31, 2027. The contract may be renewed at the expiration of the initial term at the request/option of the City. The renewal may be for up to two (2)

additional one (1) year periods with all terms and conditions, including pricing, remaining unchanged and in full force and effect. If exercised, the option to renew will be executed in the form of a renewal letter before the expiration of the current contract period.

Section VIII. Proposal Evaluation

The City will evaluate each proposal by the above-described criteria to select a short list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview/follow-up. The City may contact references to verify material submitted by the respondents.

The City then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, experience, proposed work plan and fee proposal.

The interview must include the project team members expected to complete most of the work on the project. The City reserves the right to waive the interview process and evaluate the respondents based on their proposals and fee schedules.

Section IX. Additional RFP Details

Public Records

In entering into a contract with the City (or responding to a City solicitation), all consultants are hereby notified that all bids, proposals, quotations, RFI responses, agreements, invoices, correspondence and any other documents submitted to the City become public property and are subject to public disclosure in accordance with Ohio Public Records Law. All public records will be made available upon request, at the earliest time permitted by law.

Ownership of all data, materials, and documentation originated and prepared for the City pursuant to this RFP shall belong exclusively to the City and be subject to public disclosure in accordance with Ohio Public Records Law.

Tax Exemption

The City is exempt from Federal and Ohio State sales tax. A tax exemption certificate will be made available at the successful consultant's request.

Expense for Preparing Response to RFP
The City accepts no responsibility for any expenses incurred by the responders to this RFP; including costs associated with RFP responses and presentations. Such expenses are to be borne exclusively by the responders.

Income Tax
When performing work within the City, the contractor will be required to withhold all City income taxes due or payable under the provisions of the Income Tax Ordinance, for wages, salaries, and commissions paid to employees and further agree that any subcontractors shall be required to agree to withhold any such City income taxes due under said chapter for services performed.

Compliance
The contractor shall observe and comply with all applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the City's contract.

The contractor shall comply, when applicable, with the U. S. Department of Labor, Safety and Health Regulations identified as Chapter XVII of Title 29, Code of Federal Regulations (CFR) Parts 1910 and 1926 and subsequent amendments.

The contractor agrees that in the hiring of employees for the performance of work under the City's contract or any subcontract, no contractor, subcontractor, or any person acting on his behalf shall, by reason or race, creed, sex, handicap, or color, discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, nor shall any contractor, subcontractor, or any person acting on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under the City's contract on account of race, creed, sex, handicap, or color.

Non-Waiver of Rights
No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Indemnification/Insurance
To the extent authorized by law, the contractor shall indemnify and hold harmless the City, its officers, elected officials, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the contractor's performance, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. If the contractor is required to go on City property to perform work or services, the contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City.

Relationship of Parties
The relationship between the parties to a contract resulting from this solicitation shall be that of independent contractors. Nothing contained herein shall be interpreted or construed as establishing an agency or employer/employee relationship between the parties or between either party and the employees or representatives of the other party. The contractor is responsible for all Social Security taxes and Bureau of Workers Compensation contributions for itself and any of its employees.

Assignment
Neither the contractor nor the City shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of their right, title or interest therein, or the obligation there under, without written consent of the other party.

Remedies
The City shall have all rights and remedies afforded under the Universal Commercial Code and Ohio law in contract and in tort, including but not limited to rejection of goods, refund, incidental, consequential, and compensatory damages and reasonable attorney's fees.

Termination
The City reserves the right to terminate any contract resulting from this solicitation in whole or in part for default (termination due to the contractor's failure to perform satisfactorily) or convenience (termination due to the best interests of the City). After 10 days from delivery of a written notice to the contractor, the City may, without cause and without prejudice to any other right or remedy, elect to terminate the contract. In such case, the contractor shall be paid for work executed, goods delivered and accepted, and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the contractor.