

BRING YOUR DREAMS.



Request for Proposal

Employee Benefits Consultant

August 11, 2020

Section I. Brief description of the problem and proposals expected

This document constitutes a Request for Proposal (RFP), via competitive proposals, from qualified individuals and organizations to perform the Scope of Work set forth herein. This request is an offer by the City of Brookings to purchase, in accordance with the terms and conditions of this RFP, the services and products proposed by the successful Benefits Consultant.

1. Potential Benefit Consultants shall provide a proposal, in accordance with all terms and conditions of this RFP, to offer expert consulting services supporting the efficient administration of the City of Brookings employee benefits plans, specifically employee health insurance.
2. The decision to award a contract pursuant to the RFP will be determined by the City Manager.
3. All questions concerning this procurement shall be addressed to **Susan Rotert**, Director of Human Resources at 605-651-1330.

Section II. Brief description of the City of Brookings

The City of Brookings has a population of approximately 24,000 residents, serves as the county seat of Brookings County, and is home to the largest university in South Dakota – South Dakota State University. The City of Brookings currently has approximately 140 + full-time employees in many different service areas.

The City's services to the citizens of Brookings include Police, Fire, street maintenance, solid waste management/collection, Municipal Liquor Store, Library, Engineering, Community Development and parks and recreation. City department information may be accessed on the City's website at www.cityofbrookings.org.

The City of Brookings has a City Manager form of government. The City has six (6) City Council Members and a Mayor who are elected at-large. The City Council appoints the City Manager, City Clerk, and City Attorney. The City Manager appoints all other department directors.

Section III. Scope of Work

General Requirements

1. The Benefits Consultant must understand and agree that no quantity of service is guaranteed under this contract and that the City of Brookings therefore does not guarantee that the Benefits Consultant services will be utilized to any degree. The Services to be provided by the Benefits Consultant may include:
 - Providing advice and assistance in reviewing the City of Brookings Employees Benefits Program, and recommending alternative benefit designs or delivery systems as dictated by emerging plan costs or benefit practices.
 - Assist in reviewing and reaffirming or changing the goals and objectives of the Employee Benefits Program/design. Notification, monitoring and providing information on pending or new legislation and changes in tax law, as well as benefit and funding trends that may affect the benefits program, applying assumptions to various scenarios, often with only a few hours notice. Advice to the City of Brookings of market and like-business benefit trends in the State of South Dakota, regionally and nationally. Recommendation of appropriate action to be taken by the City of Brookings Employee Benefits Program.
 - Advise and assist the City of Brookings Employee Benefits Program with (1) writing plan modifications and new plans (2) assisting in the amendment approval process and (3) submitting written reports and other documents as required by the Federal and State Governments.
 - Advice and assistance in reviewing contracts, plan documents, insurance policies and other documents for applicability, accuracy and consistency. Prepare and deliver necessary reports to the Director of Human Resources.
 - Review all benefit services for technical accuracy.
 - Participate with the City of Brookings when requested in communications and actions with the insurance and healthcare reimbursement carriers; and with boards or other independent bodies.
 - Assist the City of Brookings Employees Benefit Program by developing communication materials. Help coordinate the design, editing, printing and production of those materials and giving advice and recommendations when necessary and appropriate.
 - Being available for meetings as required.
 - Discuss and coordinate information with other consultants retained and employed by the City of Brookings when requested.
 - Perform special projects as requested by the City of Brookings. For Example:
 - Develop and assist in implementation of new insurance plans.
 - Advise the City of Brookings in contract negotiations and renewals.
 - Assist in developing the costs associated with various issues involving the benefit plans.
 - Assist with special employee communication projects, which may result from legislative or regulatory changes.
 - Prepare special reports showing claims experience if requested.

- Be responsible for maintaining the confidentiality of the City of Brookings records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the City of Brookings Human Resources Coordinator.
- Assist the City of Brookings with the development of performance guarantees relating to vendors' performance of services to the City of Brookings Benefits Plan Administrator and evaluate the performance of vendors if requested.

Section IV. RFP Processes and Requirements

1. The proposal process will consist of the following processes:
 - Potential Benefit Consultant must submit proposals by the date indicated in this RFP.
 - A selection committee will consider all proposals and conduct discussions with those Benefit Consultants whose proposals are deemed most suitable. The City of Brookings is committed to selecting the most competitive offer for contract award, but does not base its evaluation solely on price.
 - No extensions in the due date will be granted on an individual basis. If the City of Brookings determines that the response time it has provided is inadequate for the preparation of complete proposals, or if amendments issued have materially changed the proposal requirements, it may, at its option, extend the opening date by amendment to all potential Benefit Consultants.
 - All potential Benefit Consultants agree that their proposals are a firm offer to provide the proposed services to the City of Brookings. Once submitted, all offers must remain valid for 90 days.

Section V. Awards

1. The potential Benefits Consultant must have the capability and the requisite experience and expertise to provide services to the City of Brookings in accordance with the provisions and requirements set forth herein. The potential Benefits Consultant shall understand and agree that no quantity of services to be required is guaranteed under this contract.
2. In the performance of the services set forth herein, the potential Benefits Consultant expressly understands and agrees that a contract exists between the potential Benefits Consultant and the City of Brookings upon approval and acceptance of a proposal. In addition, the potential Benefits Consultant understands and agrees that the contract will be performed on behalf of the City of Brookings, with the City of Brookings responsible for the administration of the contract and which has designated the Human Resources Department as its agent in such matters. Therefore, the Benefits Consultant will permit representatives of the Human Resources Department to review all records and activities performed by the Benefits Consultant. The Benefits Consultant understands and agrees that the responsibility of the Human Resources Department will be limited to monitoring of the Benefits Consultant and reporting its findings, evaluations and conclusions to City of Brookings Management.

3. The City of Brookings reserves the right to select and award a contract based upon the entire proposal, or for certain services. The City of Brookings may reject any or all portions of any proposal or reject all proposals, or re-issue RFP.
4. Those portions of the potential Benefits Consultant proposal, which are separable, will be treated as separable. No exclusivity must exist in the proposal. The potential Benefits Consultant will not make any portion of its proposal contingent on the acceptance of any other separable part, the whole of the proposal, or the acceptance of its chosen subcontractors.
5. Awards will be based upon the criteria discussed in Section VI, Evaluation Criteria.
6. Evaluation criteria are listed in relative order of importance. The award will be made to potential Benefits Consultant whose proposal is determined to be the most advantageous to the City of Brookings based on the criteria listed.

Section VI. Proposal Format

1. One (1) original and two copies of each proposal shall be submitted on the forms or in the format specified in the RFP.
2. The original copy of the proposal shall be clearly labeled **“ORIGINAL”**.
3. The material shall be complete, organized, easy to follow and reference to the RFP, and related to the RFP.
4. The City of Brookings will not provide any reimbursement for the cost of developing or presenting materials in response to this RFP.
5. The proposal shall include at least the following information:
 - Experience, Expertise and Reliability
 - The potential Benefits Consultant shall complete the Questionnaire (Attachment A).
 - A list of five (5) minimum verifiable client references of similar scope and industry. This list may include current and former clients (with reason for cancellation if applicable) all of whom are able to comment on the potential Benefits Consultant’s related experience.
 - The potential Benefits Consultant shall list all subcontractors that will be used in the delivery of services pursuant to this contract.
 - Approach
 - The potential Benefits Consultant must present a proposed method of satisfying the requirements of the Scope of Work as specified in Section III. The narrative must directly reference the Scope of Work.
 - A table of contents and brief overview of the proposal structure must be included. The potential Benefits Consultant can assist the selection committee by specifying in the overview the location of important information (i.e. references, required documents, scope of work, compensation, etc.) for ease of reference.
 - The potential Benefits Consultant will include a cost proposal specifically reflecting the method of determining charges for work performed. The potential Benefits Consultant may use fee for service or time and materials approaches relevant to the scope of work in their proposal. All components of the proposal must be stated in “not to exceed” terms.

Section VII. Evaluation Criteria

1. The following criteria will be used to evaluate all proposals:
 - Responsiveness
 - (1) Responsiveness shall be determined by the potential Benefits Consultant's demonstration of a method of approach that fully meets all terms and conditions of the RFP and Scope of Work.
 - Expertise and reliability
 - (1) Determined by the submission of references and positive reference checks demonstrating the potential Benefits Consultant success potential for similar projects.
 - (2) Years of experience.
 - (3) Professional memberships and certifications.
 - Service Factors:
 - (1) Determined by the provision of personnel with requisite skill and experience to deliver proposed services.
 - (2) The depth of services the potential Benefits Consultant proposes to deliver.
 - (3) Access to service providers defined in terms of hours and days available, ease of contact, guaranteed response times.
 - (4) A demonstrated plan of action for service providers to expediently gain solutions to our service needs in issues which may be beyond their relevant experience level or authority.
 - Completeness of Proposal
 - (1) The potential Benefits Consultant submits proposal which includes all required documents, signatures, and a work plan that thoroughly meets the scope of work and all terms and conditions.
 - Access and Ease of Use
 - (1) The potential Benefits Consultant demonstrates the requisite availability, ability to complete projects within required time and material dates, initiative to keep the City of Brookings informed of material issues, as required to perform all aspects of the scope of work.
 - (2) Demonstrates the ability to maintain responsive and timely communications with the City of Brookings as required to meet all aspects of the scope of work.
 - Flexibility
 - (1) The proposal demonstrates the flexibility to facilitate anticipated and unanticipated future process changes that are based on Best Practices.
 - Availability of Staff
 - (1) Staff members (if applicable) are made available at the City of Brookings' convenience to explain or present to the proposal.
 - (2) The available staff members have the requisite knowledge of the proposal to provide the information required by the City of Brookings.
 - Cost
 - (1) Cost will be evaluated for budget constraints, method of costing, method of pricing, comparisons of cost in relation to other competitive proposals.

Section VIII. Special Instructions to potential Benefits Consultant

1. All proposals must be delivered, with the clearly visible marking “Proposal for Benefits Consultant” on the outer packaging or envelope.
 - Proposals that are not marked will be disqualified.
 - All proposals must be received in the Human Resources Department no later than 12 p.m., Thursday August 27 2020. The proposals may be mailed or hand delivered to the City of Brookings Attn: Susan Rotert, Contracting Officer, 520 3rd Street, Suite 230 Brookings, SD 57006. Fax copies will not be accepted. Proposals received after this date and time will be disqualified regardless of the postmark.
2. All questions regarding this Request for Proposals, including technical specifications, proposal process, etc., must be directed to the Director of Human Resources.
 - Potential Benefits Consultant may not contact, without permission of the Director of Human Resources, the City Manager, City Council Members, or any employee of the City of Brookings concerning this procurement while the proposal and evaluation are in process. Such contact will cause disqualification of the potential Benefits Consultant’s proposal.
 - After the initial receipt of proposals, discussions may be conducted with potential Benefits Consultants who submit proposals determined to be considered for further evaluation.
3. If any portion of a proposal contains proprietary or confidential information that should be withheld, then the Director of Human Resources shall be so advised in writing.
 - Price is not confidential and will not be withheld. Material subject to a proprietary or confidentiality request should be identified as confidential wherever it appears. The City of Brookings will review all requests for confidentiality.
 - The potential Benefits Consultant shall establish and maintain procedures and controls that are acceptable to the City of Brookings for the purpose of assuring that no information contained in its records or obtained from the City of Brookings or others in performing its duties under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the City of Brookings. The potential Benefits Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to its employees or officers as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the City of Brookings.
4. The potential Benefits Consultant shall notify the City of Brookings of any use of subcontractors to provide the requested services for the City of Brookings. The potential Benefits Consultant agrees and understands that no subcontract which the potential Benefits Consultant enters into, with respect to performance under this contract, shall, in any way, relieve the potential Benefits Consultant of any responsibility for performance of their duties.
5. Definitions. The terms “shall”, “must”, “will”, “imperative” and “expected” indicate a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

- Should: Indicates something that is recommended or desired but allows the potential Benefits Consultant discretion in proposing a similar rather than exact outcome. If the potential Benefits Consultant fails to provide recommended information, The City of Brookings may, at its sole option, ask the potential Benefits Consultant to provide the information or evaluate the proposal without the information.
 - May: Indicates something that is not mandatory but is permissible or provides the potential Benefits Consultant complete discretion in answering the point.
 - Questions: Any questions asked of the potential Benefits Consultant in the RFP must be specifically answered in the proposal. The answer must clearly identify the question by reference to section, paragraph, and sub-paragraph number.
6. Any potential Benefits Consultant must agree that they will defend, indemnify, and hold the City of Brookings, its officers, employees, and agents harmless from and against all claims which arise out of the potential Benefits Consultant's performance, negligence, or actions of its officers, employees, and agents in the performance of this contract.
 7. The City of Brookings will settle all bills within thirty (30) days of receipt.
 8. The City of Brookings will not pay for any services that it has not received at the time of billing.
 9. The method of charging and billing the City of Brookings will be proposed by the potential Benefits Consultant in its presentation. The City of Brookings reserves the right to further negotiate the proposed method before awarding a contract.
 10. All documents required to execute the proposal and contracts must be signed by an authorized officer of both the City of Brookings and the potential Benefits Consultant.
 11. The City of Brookings reserves the right to terminate the contract at any time for the convenience of the City of Brookings, without penalty or recourse, by giving written notice to the Benefits Consultant at least thirty (30) days prior to the effective date of termination. The potential Benefits Consultant will be entitled to receive just and equitable compensation for the work completed prior to the effective date of termination.
 12. The potential Benefits Consultant shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-226), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment of qualified individuals.
People with disabilities who need special accommodation to participate in the proposal process or implementation may request special accommodations such as interpreters, alternative formats or assistance with physical accessibility. Requests for special accommodations must be made with a (72) hour prior notice by contacting the contracting officer listed on the front page of this document.
 13. The terms and conditions of this contract will be interpreted in accordance with the common and statutory laws of the State of South Dakota.
 14. Any change in the contract, including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the potential Benefits Consultant and the City of Brookings. Any such amendment shall specify an effective date, any increases or decreases in the amount of the potential Benefits Consultant's compensation, if applicable, and entitled as "Amendment" and signed by the parties identified in the preceding sentence. The potential Benefits Consultant expressly and

explicitly understands and agrees that no other method and/or no other document, including correspondence, acts and oral communications by or from any person shall be used or construed as an amendment or modification or supplementation to the contract.

15. The City of Brookings reserves the right to immediately cancel, terminate, or reject the whole or any part of the contract due to failure of the potential Benefits Consultant to carry out any term, promise or condition of the contract.
 - The City of Brookings will issue a written notice of cancellation to the potential Benefits Consultant for acting or failing to act in any of the following circumstances:
 - (1) The potential Benefits Consultant fails to adequately perform the services required in the contract.
 - (2) The potential Benefits Consultant provides personnel that do not meet the requirements of the contract or whose performance is unsatisfactory.
 - (3) The potential Benefits Consultant fails to furnish the required services within the time stipulated in the contract.
 - (4) The potential Benefits Consultant fails to make progress in the performance of the requirements of the contract and/or demonstrates that they cannot or will not perform to the requirements of the contract.
 - If the City of Brookings cancels the contract pursuant to this clause, the City of Brookings reserves all rights and claims to damage for breach of contract.
16. This contract is not subject to arbitration. The City of Brookings and the potential Benefits Consultant shall meet to discuss and attempt to resolve any disputes. However, should the dispute go unresolved to the satisfaction of both parties, the potential Benefits Consultant shall have the right to pursue the City of Brookings Protest Provisions prior to an appeal to the judicial system.
17. Force Majeure shall be limited to acts of God. By its response to this RFP, the potential Benefits Consultant has agreed and guaranteed that it has the personnel, technical, license, financial, and planning resources required to meet their obligations.
 - A bona fide Force Majeure issue shall not cause termination of the contract, but rather, shall cause the City of Brookings to allow a reasonable amount of time, as determined solely by the City of Brookings, to correct the issue. Should the City of Brookings determine that it is not in its best interest to allow such time, it may, at its option, terminate the contract and award the contract to another potential Benefits Consultant or re-issue the RFP.
 - If the City of Brookings determines that the contract must be terminated because of Force Majeure, the City of Brookings will pay for services that have been rendered as requested. The City of Brookings will not be liable for the cost of any work in progress or incomplete work. The potential Benefits Consultant shall bear all risks associated with Force Majeure and will return the City of Brookings to the position it was in before the contract was awarded by refunding all payments made under the contract excluding payment for those services that remain of value to the City of Brookings under the contract.
 - Should the City of Brookings suffer a Force Majeure issue that causes the City of Brookings to terminate the contract, the City of Brookings will settle all bills for work completed prior to the termination, but shall not be held liable for any further charges, costs, or damages.

18. All payroll taxes, liability and worker's compensation insurance, and benefits required of the potential Benefits Consultant are the sole responsibility of the potential Benefits Consultant. The potential Benefits Consultant understands that an employer/employee relationship does not exist under this contract. Prior to commencing services under this contract, the Contractor must furnish the City of Brookings certification from insurer(s) for coverage in the minimum amounts as stated below. The coverage shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other obligations of the Benefits Consultant.

- General Liability, including: Comprehensive Form, Premises Operations, Contractual and Personal Injury. Limits of Liability minimum, each occurrence.

(1) Bodily Injury: Per Person	\$1,000,000
Per Occurrence	\$2,000,000
(2) Property Damage:	\$1,000,000
(3) Bodily Injury & Property Damage Combined:	\$1,000,000
(4) Worker's Compensation & Statutory Employer's Liability (per accident):	\$100,000

19. Required Documents:

- The complete proposal
- All mandatory exhibits and detail explanations
- Completed and signed New Vendor Application and Disclosure Statement
- List of references
- Completed questionnaire.

Failure to provide required documents will result in disqualification of the proposal.

Section IX. Special Requirements

ADDITIONAL REQUIREMENTS

The City will not award contracts to individuals or entities which attempt to do any of the following or include any of the following in the proposed contract:

1. Any diminishment of the common law or statutory standard of care, limitation of liability, or other attempt to reduce responsibility for mistake, error, or negligence of any type.
2. Attempts to limit liability for breach of contract or negligent performance to the amount of the payment to the consultant by the City.
3. Attempt to claim ownership of intellectual property created during the performance of the contract with the City.
4. Arbitration agreements.
5. Provisions for damages for breach by owner contrary to common law or statute, including any attempt to provide attorney fees as part of recoverable damages.
6. Attempts to select any forum for resolution of disputes other than Brookings County, South Dakota.
7. Any other attempted reduction of risk contrary to common law or statute, unless specifically requested as an alternate proposal or bid by the City of Brookings, South Dakota.

Attachment A

VENDOR REGISTRATION FORM

Federal Employer's ID# _____ OR Social Security #

Name of Organization _____

Business Address _____

City, State, Zip _____ Fax () _____

Main Contact Person _____ Phone () _____

Organization Structure (Please circle one)

1. Individual 2. Partnership 3. Corporation

4. Government Agency 5. Non-Profit Agency 6. Public Utility

Small Business? (Y/N)

Minority Owned Business? (Y/N)

Please describe below the major product(s) or service(s) provided by your company:

DISCLOSURE STATEMENT

Vendor must disclose any possible conflict of interest with the City of Brookings, including, but not limited to, any relationship with any City of Brookings employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of Brookings employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

NO KNOWN RELATIONSHIP EXISTS

RELATIONSHIP EXISTS (Please explain relationship)

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed or Typed Name

Title

Signature