

Solicitation RFP 2024-024

Employee Benefits and Healthcare Consultant Services

Bid Designation: Public



City of Delray Beach

Bid RFP 2024-024

Employee Benefits and Healthcare Consultant Services

Bid Number **RFP 2024-024**
 Bid Title **Employee Benefits and Healthcare Consultant Services**

Bid Start Date **May 2, 2024 4:47:44 PM EDT**
 Bid End Date **May 29, 2024 2:00:00 PM EDT**
 Question & Answer End Date **May 17, 2024 5:00:00 PM EDT**

Bid Contact **Joel Burzynski**
Purchasing Agent
Finance
561-243-7153
burzynskij@mydelraybeach.com

Contract Duration **3 years**
 Contract Renewal **2 annual renewals**
 Prices Good for **120 days**

Bid Comments

Scope: The purpose of this Request For Proposal (RFP) is to solicit proposers from qualified Respondents for Employee Benefits and Healthcare Consultant Services in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP).

The City will not hold a Pre-Proposal Conference. It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the solicitation package.

Questions and Answers: The City provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope (formerly BidSync) by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via Periscope.

BidSync is now known as "Periscope S2G, Supplier-To-Government" for vendors. Any reference to BidSync in this solicitation shall refer to "Periscope S2G, Supplier-To-Government."

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Delray Beach reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

Proposals will be accepted through a secure mailbox at Periscope S2G (www.PeriscopeS2G.com) until the Deadline for Submission as indicated in this RFP. Late Bids will not be accepted. The City will only accept electronic bids for this RFP.

Once the bid has been decrypted the tabulation link will appear under the "details tab" page. Vendors are instructed to contact Periscope S2G (BidSync) immediately for technical assistance if this feature is not available on their dashboard. Per Section 9.18b: General Terms and Conditions, Notice of Intent to Award shall be posted in Periscope S2G.

Added on May 15, 2024:
Addendum No. 1

Change to Section 7 removing j.

Addendum # 1

New Documents

RFP2024-024 Addendum No. 1.pdf

Item Response Form

Item **RFP 2024-024--01-01 - Fixed, flat fee for Benefits**

Quantity **12 month**

Unit Price

Delivery Location **City of Delray Beach**

Human Resources
City Hall
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 12

Description

Fixed, flat fee for benefits

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services



The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

PURCHASING AND CONTRACT ADMINISTRATION DIVISION

REQUEST FOR PROPOSALS

RFP NO.: 2024-024

TITLE: EMPLOYEE BENEFITS AND HEALTHCARE CONSULTANT SERVICES

DUE DATE AND TIME: May 29, 2024, 2:00 P.M., (EASTERN STANDARD TIME)

INSTRUCTIONS

Proposals must be received on or before the due date and time (local time). All Proposals will be publicly opened at City Hall, unless otherwise specified.

The City will only accept electronic submittals for this Request for Proposals (RFP). Proposals will be accepted through a secure mailbox at Periscope S2G (www.periscopeholdings.com/s2g) until the Due Date and Time indicated in this RFP. Periscope S2G does not accept electronic Bids after the Due Date and Time. It is the sole responsibility of the Proposer to ensure its electronic RFP submission is complete prior to the solicitation Due Date and Time. Electronic submission of Proposals will require the uploading of forms and/or attachments as designated in this RFP. Electronic submission must include a signed original of the Solicitation Summary form. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited.

If the Solicitation Summary form is not included, the City may deem the Proposal non-responsive. Proposals must contain all information required to be included in the submittal, as described in this Solicitation.

BROADCAST

The City of Delray Beach utilizes electronic online services for notification and distribution of its solicitation documents. The City's solicitation information can be obtained from: (a) Periscope S2G – www.periscopeholdings.com/s2g; (b) Purchasing webpage on the City of Delray Beach <https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations>; (c) Request via email burzynskij@mydelraybeach.com

Proposers who obtain solicitations from sources other than those named above are cautioned that the Request for Proposals package may be incomplete. The City will not evaluate incomplete Proposal packages. Periscope S2G is an independent entity and is not an agent or representative of the City. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

(toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issues.

CONTACT

Any questions regarding the specifications and Solicitation process must be submitted in writing through the "Question and Answer" feature on www.periscopeholdings.com/s2g. Requests for clarification and additional information must be received prior to the deadline for Submission of Questions on May 17, 2024, at 5:00 P.M. (Eastern Standard Time).

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services



The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444
LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS NO. 2024-024
Employee Benefits and Healthcare Consultant Services

The City of Delray Beach, Florida ("City") is seeking proposals from qualified Respondents to provide Employee Benefit and Healthcare Consultant Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Request for Proposals documents are available beginning May 2, 2024, on the Purchasing and Contract Administration Division webpage of the City of Delray Beach website at <https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations>, Periscope S2G at www.periscopeholdings.com/s2g by contacting the City Purchasing and Contract Administration Division at burzynskij@mydelraybeach.com or by phone at 561-243-7153.

Proposals will be accepted through a secure mailbox at Periscope S2G (www.periscopeholdings.com) until the Deadline for Submission as indicated in this RFP. **The Due Date and Time for submission of proposals is May 29, 2024, at 2:00 p.m. (Eastern Standard Time).** Late Proposals will not be accepted. **The City will only accept electronic Proposals for this RFP.**

The City will not hold a Pre-Proposal Conference.

It is the responsibility of the Proposer (Respondent) to ensure all pages are included in the submission. All Proposers are advised to closely examine the solicitation package. Any questions regarding the completeness or substance of the solicitation package or scope of services must be submitted in writing via Periscope S2G.

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Delray Beach reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such terms as it deems will best serve the interests of the City.

CITY OF DELRAY BEACH

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

SECTION 1
PROJECT OVERVIEW

- 1.1 The City of Delray Beach, Florida, is soliciting Proposals from qualified Proposers for Employee Benefits and Healthcare Consultant Services in accordance with the terms, conditions and specifications contained in this Request for Proposal (RFP).
- 1.2 **TERM OF CONTRACT:**
The Contract shall commence upon the date of the duly executed Agreement for a term of three (3) years with the option, if exercised by the City, of two (2) additional one-year renewals.
- 1.3 **METHOD OF AWARD:**
The Method of Award for this solicitation will be to the Proposer with the highest ranking or scores, with whom the City is able to negotiate an acceptable Agreement. The City will enter negotiations with the firm receiving the highest-ranking proposal score. Should negotiations fail then the City will enter into negotiations with the next highest-ranking firm.
- 1.4 The City intends to contract a single firm for the services listed in this procurement.
- 1.5 The anticipated schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFP	May 2, 2024
b.	Institute Cone of Silence	May 2, 2024
c.	Non-Mandatory/Non-Mandatory Pre-Proposal Conference	N/A
d.	Deadline for Delivery of Questions	May 17, 2024
e.	Due Date and Time (for delivery of Proposals)	May 29, 2024, by 2:00 p.m., EST
f.	Technical Evaluations	TBD
g.	Oral Presentations/Interviews (if conducted)	TBD
h.	Final Evaluations	TBD

1.6 MEETING LOCATIONS

- City Hall Conference Room - located at 100 N.W. 1st Avenue, first floor, Delray Beach, FL.
- Swinton Operations Center- Conference Room and Training Rooms - located at 434 South Swinton Avenue, Delray Beach, FL.

END OF SECTION 1

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

**SECTION 2
SPECIAL TERMS AND CONDITIONS**

2.1 PURPOSE

The City of Delray Beach Human Resources Department is responsible for providing for the group health insurance needs of the City, City Commission, Employees and Retirees. A major portion of this responsibility involves the acquisition of competitively priced group health coverage from qualified providers and consultation and advisory services related to those needs.

The purpose of this Request for Proposal (RFP) is to solicit Proposals from qualified firms or individuals to assist the Human Resource Department and represent the City in the marketing of its group health plan and will provide service and consultation of all of the City's benefit program for the City of Delray Beach with the terms, conditions, and specifications contained in this Request for Proposal (RFP).

Proposers will be required to meet the timetables of the City which may require expedited services to meet renewal dates and/or plan year effective date of October 1st. October 1st is typically the effective date of the City's group health plan year (ending September 30th) with open enrollment occurring the month of August. Benefits plans must be renewed each year by October 1st.

The City expects each Proposer to clearly outline its best and most comprehensive resources in its response, because all services and responsibilities identified in this Solicitation will be awarded to the Successful Proposer.

2.2 ELIGIBILITY

To be eligible to respond to this Request for Proposals and be considered for award, the Proposer must demonstrate to the satisfaction of the City that it or the principals assigned to the engagement has successfully provided services, similar in scope and complexity, to a municipality, quasi-governmental organization, or a private organization.

2.3 RECORDS, ACCOUNTS, AND STATEMENTS

The successful Proposer shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City and shall give the City or City's representative access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained at such standards to allow a certified auditor the ability to properly examine the records in order to certify a statement of the successful Proposer's business with the City.

2.4 GENERAL STANDARDS

The successful Proposer shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The successful Proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

- a. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b. Provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, or any of its employees, is or has been involved within the last three (3) years.

2.5 DEFAULT

- a. In the event the successful Proposer defaults in the performance of the contract, the City shall have the following options:
 - i. The City Manager will give the successful Proposer thirty (30) days' written notice of default. If the problem is not resolved within thirty (30) days, the City may immediately terminate the contract upon providing written notice of the Proposer's failure to timely cure the default and obtain the services elsewhere.
 - ii. The City may recover at law any and all claims that may be due to the City from the successful Proposer.
 - iii. The City may perform such work as it deems necessary to cure the default or subsequent default and charge the successful Proposer for the full cost of labor and materials expended, plus thirty percent (30%) of the cost for administrative overhead.
- b. The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.
- c. The successful Proposer agrees that the City shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the City declares the successful Proposer in default hereunder.

2.6 INSURANCE

The Successful Proposer shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change.

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the Successful Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

The Successful Proposer must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The Successful Proposer shall provide insurance coverage as follows:

- a. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** – Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.
Employer's Liability Insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.
- b. **COMPREHENSIVE GENERAL LIABILITY**
Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured.
NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).
- c. **AUTOMOBILE LIABILITY**
Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.
- d. **PROFESSIONAL LIABILITY**
Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.
- e. **PRODUCTS/COMPLETED PRODUCTS OPERATIONS**
Products/completed products operations with limits of not less than Two Million Dollars (\$2,000,000) annual aggregate.
- f. **COMMERCIAL CRIME**
Commercial Crime Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate

2.7 **PERFORMANCE BOND/LETTER OF CREDIT**
Intentionally Omitted

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

2.8 CERTIFICATIONS/LICENSES

Any Proposer who submits an offer in response to this Solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State, County or City agency/department qualifying the Proposer to perform the e services described in this Solicitation.

The City may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Proposal Evaluation period.

2.9 METHOD OF PAYMENT: MONTHLY INVOICES

The Successful Proposer shall submit an invoice to the City, each month, after the services have been performed and have been received and accepted by the City. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.

The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the City in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Proposer's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts.

The City prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The City is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, upon presentation of a proper invoice by the awarded Proposer.

2.10 SUBCONTRACTING IS NOT ALLOWED

The City will not allow any subcontracting of the work to be performed under this Contract. The Successful Proposer must perform the work with its own staff. During the performance of the Contract, the City may occasionally allow the Successful Proposer to substitute some of its staff to account for unavailable individuals, but only with the explicit written permission of the City.

2.11 OTHER FORMS OR DOCUMENTS

If the City is required by the Successful Proposer to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Successful Proposer's forms or documents.

2.12 MODIFICATION OF SERVICES

- a. The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted relates to the estimated costs of the service originally contracted. If service has already been provided on the portion of the work to be deleted, the Successful Proposer will be paid

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

for the deleted portion based on the estimated percentage of the completion of such portion.

- b. If the Successful Proposer and the City agree on modifications or revisions to the service elements, after the City has approved performance of a particular task or project, and a budget has been established for that task or project, the Successful Proposer shall submit a revised budget to the City for approval prior to proceeding with the task or project.

END OF SECTION 2

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

SECTION 3 SCOPE OF SERVICES

3.1 GENERAL INFORMATION AND BACKGROUND

The Consultant/Broker will be required to provide services related to specific tasks for annual on-going service and for as needed services based on whether the City opts to renew their existing health, dental and/or vision insurance contracts or to use the services of the consultant to assist in the development and review of new solicitations for proposals for group health and other benefit plans.

Proposers will be required to meet the timetables of the City, which may require expedited services to meet renewal dates and/or plan year effective date of October 1st. October 1st is typically the effective date of the City's group health plan year (ending September 30th) with open enrollment occurring during the month of August. Benefit plans must be renewed each year by October 1st.

3.2 EVALUATION OF CURRENT PLANS AND REVIEW AND EVALUATION OF RFPS

The city's group insurance plans are current and do have renewal options available. The goal of the City of Delray Beach is to improve the long-term health of employees and create cost containment on insurance programs while analyzing all options available.

At a minimum, the consultant is required to provide the tasks detailed below. Additional reporting or analysis the consultant deems necessary and will benefit the City in making a sound financial decision regarding their plan programs may also be proposed. Consultant/Broker is understood to mean a licensed Group Health, Medical, Dental, Life, and Vision Broker.

1. Consultant/Broker shall perform an evaluation of the City's current group health and welfare plans to become familiar with the history of the City and claim trends. This core benefit analysis includes group health, vision, dental, long-term disability, and life insurance.
2. Consultant/Broker shall review each existing insurance Summary Plan Description (SPD), binder, certificate or other insuring document and all endorsement effecting coverage and/or price to ensure they are complete, correct and in compliance with all applicable laws and regulations.
3. Consultant/Broker shall assist Human Resources in developing the benefits and cost factors analysis to evaluate a self-funded health insurance plan. Consultant/Broker shall assign team members that have the knowledge and ability to evaluate and recommend Third Party Administrative services.
4. Consultant/Broker shall assist the city in the development of the final agreement with the insurance carrier(s) or Third-Party Administrator(s) being recommended for award by the City and act as a liaison between the insurance carrier(s), Third Party Administrator(s), and City during the negotiations process.

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

5. Consultant/Broker shall assist Human Resources with the implementation of such final agreements. The Consultant/Broker shall review each insurance policy, binder, certificate or other insuring document and all endorsement affecting coverage and/or price to ensure they are complete, correct and in compliance with all applicable laws and regulations.
6. Consultant/Broker shall make recommendations for the City's Wellness Program and shall assist with the marketing strategy and implementation planning.
7. Consultant/Broker shall provide extensive actuarial services including support with the City's annual GASB filing. Please expand on how pricing will be handled.

3.3 ONLINE EMPLOYEE ENROLLMENT SOFTWARE/SERVICES

Consultant to provide a web-based benefits open enrolment system and provide consulting and dedicated technical support team to assist with the implementation. The online benefit enrollment system should include paperless open enrollment, online employee benefit resource center, online benefits guide, user friendly, secure, accessible 24/7, HIPAA compliant and can interface with the City's group health carriers for electronic carrier eligibility updates. The implementation of the online enrollment system must be completed no later than thirty (30) days prior to the renewal date of October 1st.

The City desires, at a minimum, to utilize the online enrolment system during its open enrollment to facilitate the enrollment of all eligible employees, retirees, COBRA participants and eligible dependents. Open enrollment is annual planned for mid-August. The City will utilize the system throughout the year to process new hires, terminations, retirements, and individual benefit plan changes and its monthly benefit billing.

3.4 ANNUAL ON-GOING SERVICES

Ongoing services will occur each year. The Consultant will provide the following tasks. At the start of each contract term the city will provide a schedule for those tasks that have known deadlines. Tasks are as follows:

1. Consultant/Broker shall assist Human Resources in reviewing its group health and welfare program and costs to include the preparation of routine group health and welfare program management reporting detailing the performance of the plans, identify and prepare a critical factors analysis to identify cost drivers; monitor the sufficiency of rates; review of group health and welfare plan design to determine the propriety of plan wording and areas whereby the plan design might be adjusted to enhance the economy and efficiency of the program, and determine future strategies to control costs and maintain plan effectiveness and market competitiveness.
2. Consultant/Broker shall prepare a medical and pharmacy plan design analysis that identifies the potential cost savings of increased deductibles, co-payments, co-insurance, out of pocket maximums and other structural changes.
3. Consultant/Broker must present an executive summary of program expenses, comparison of current cost shall with the third-party administrator to obtain and

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

present an annual financial reconciliation report on the results of the completed plan year. This task will be completed within sixty (60) days from the end of the plan year. Consultant/Broker must present an executive summary of the program expenses, comparison of current costs to renewal costs, future cost projections and dollars saved by contract negotiation. Consultant/Broker must also provide percent of benefit dollars paid by the employees and retirees.

4. Consultant/Broker shall inform the city of current issues in the area of benefits law and administration including advice regarding HIPAA, COBRA, Medicare, the Affordable Care Act and other similar state and federal laws that govern group health insurance programs. The successful proposer shall have access to qualified staff or outside employee benefits legal counsel at no cost to the City. The Consultant/Broker must have a licensed actuary on staff with at least experience in governmental plans. Consultant/Broker must also be a licensed broker in the State of Florida.
5. Consultant/Broker shall keep the City abreast of changes in statutory and regulatory changes affecting their health insurance and other benefits. The Consultant/Broker shall review pending legislation and trends in health insurance and other benefits and report to the City an impact to the existing or future benefits plans to include bearing the cost and expense for the reproduction of any copyrighted materials necessary for such performance.
6. Consultant/Broker shall inform the City of any future legislation in health insurance and other benefits and assist the city in required procedures to achieve compliance with any future legislation. Consultant/Broker must have experience in the field of group insurance, namely health, life, disability, dental, vision, Employee Assistance Programs, flexible spending Medicare Supplemental programs and all other types of plans that may become available for governmental benefit programs.
7. Consultant/Broker shall act as a liaison between the City and benefit providers. Consultant/Broker must have a vast knowledge of the industry and have access to many carriers, especially the major carriers.
8. Consultant/Broker shall provide responsive customer service in answering questions about coverage, assisting with securing coverage and completion of paperwork required by the City's Human Resources Department and the employees, retirees, COBRA participants and their insured dependents. It is expected that when contacted by the City the Consultant/Broker makes the contact via email or telephone the same day or as soon as possible within twenty-four (24) hours of the call or email. to acknowledge receipt and schedule time to discuss or handle the question/issue at hand. Consultant/Broker shall achieve resolution of the issue/question within five (5) business days from the time of the City's first contact. The expectation is that this would be on an as needed basis.
9. Consultant/Broker shall assist the City's Human Resources Department with the dispute, change and/or reconciliation of insurance vendor billing invoices.

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

3.5 SERVICES FOR RENEWAL OF ANNUAL POLICY (GROUP HEALTH PLANS)

At a minimum, the consultant is required to provide the tasks detailed below. Additional reporting or analysis that the consultant deems necessary and will benefit the City in making a sound financial decision regarding the plan programs may also be proposed.

1. Consultant/Broker shall meet with the City and insurance company to discuss renewal.
2. Consultant/Broker shall provide an analysis of the renewal of the current plan, reviewing past performance.
3. Consultant/Broker shall provide an analysis of all renewal alternative proposals from the current carrier.
4. Consultant/Broker shall review additional available cost savings plan alternative and creative funding options.
5. Consultant/Broker shall make a presentation of renewal alternative to the City representatives along with a recommendation and rationale.
6. Consultant/Broker shall assist with budget preparation, budget projections on the future costs of benefit programs including the determination of contribution structures for the City for active employee, retirees, and COBRA participants. Assist with plan and claim projections, forecast all health and wellness related costs and plan, and develop or create cost savings measures or recommendations necessary for future plan performance.
7. Consultant/Broker shall assist with the planning and implementation of selected changes for the renewal proposal.
8. Consultant/Broker shall proactively suggest products and services that would better serve the needs of the City and its employees, retirees, and COBRA participants, including the development and assistance in any decision to implement new insurance plans and employee benefit programs.

3.6 OPEN ENROLLMENT PROGRAM SERVICES

Consultant/Broker shall coordinate with the City's annual open enrollment following finalization of negotiations (new agreements and/or renewals) to include assisting the Human Resources Department with employee education, communicating benefit changes and the electronic open enrollment processes. Consultant/Broker will be responsible for drafting and publishing the Annual Employee Open Enrollment Benefit highlight booklet with review and comment by Human Resources. Consultant/Broker will provide Human Resources an electronic copy of the Annual Employee Open Enrollment benefit highlight booklet for publishing on the City's intranet and 1,000 color paper copies for distribution, as necessary. Additionally, the Annual Employee Open Enrollment benefit highlight booklet will be edited and both electronic and paper copies provided for Commissioners, Retiree, and the City's Special Dependent District.

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

3.7 RFP FOR BENEFITS AND IMPLEMENTATION

At a minimum, the consultant is required to provide the tasks detailed below. Additional reporting or analysis the consultant deems necessary, and which will benefit the City in developing their RFP may also be proposed.

1. Consultant/Broker shall assist the Human Resources Department by providing technical expertise in the RFP preparation and data collection used to publish the RFP. The Consultant/Broker will be responsible for the RFP and will incorporate data and information felt necessary. The Consultant/Broker is to recommend the key elements for the proposal evaluation and the language used to describe the plan options for the proposers (carriers) to respond to.
2. Consultant/Broker shall review proposers' responses and make a recommendation to the City regarding the cost saving plan alternatives and creative funding options submitted.
3. Consultant/Broker shall provide a minimum of three (3) staff, committee, or City Commission meetings during the RFP and negotiation process. Additional meetings may be necessary.
4. Consultant/Broker shall assist the City in the development of the final agreement with the insurance carrier(s) being recommended for award and act as a liaison between the insurance carrier(s) and the City during the negotiation process.
5. Consultant/Broker to review each existing insurance policy binder, certificate or other insuring document and all endorsement affecting coverage and/or pricing to ensure they are complete, correct and in compliance with all applicable laws and regulations. Consultant/Broker will assist with planning and implementation of the selected proposal.

3.8 OPTIONAL SERVICES

The City maintains an onsite clinic for those employees, retirees, COBRA participants enrolled in one of the City's medical plans. Enrolled dependents are also provided access to the onsite clinic. The onsite clinic operates as a primary care office and also provides the City some occupational health care, i.e., drug testing, employment physicals and annual first responder physicals. At a minimum, the consultant is required to provide the tasks detailed below. Additional reporting or analysis that the consultant deems necessary and will benefit the City in making a sound financial decision regarding the onsite clinic may also be proposed. The goal of the City is to improve the long-term health of its employees, retirees, and dependents and create cost containment on insurance programs.

1. Consultant/Broker to evaluate the onsite clinic and assist with the RFP process as needed including review of the proposer's responses and make a recommendation to the City regarding the cost saving and creative funding options submitted.
2. Consultant/Broker to evaluate and participate in the quarterly and annual review with the onsite management firm making recommendations in the programs, as necessary.

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

3. Consultant/Broker to provide additional reporting or analysis as the Consultant/Broker and/or City deem necessary and beneficial to the City in making a sound and financial decision regarding the onsite clinic and its function.

END OF SECTION 3

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

SECTION 4
EXHIBITS

4.1 EXHIBITS

NONE

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

**SECTION 5
RESPONSE REQUIREMENTS**

5.1 SUBMITTAL REQUIREMENTS

Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Do not password-protect electronic documents.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

5.2 REQUIRED INFORMATION

In addition to the information required in Section 3, Scope of Services, Proposers must submit the following information with their Proposals:

A. SUBMITTAL FORMAT

To facilitate and expedite review, the City asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Proposal. To assist you in preparing your response, the City's selection procedures are also described herein. Proposers must abide by all requirements set forth to avoid any risk of disqualification.

B. PROPOSALS SHOULD FOLLOW THE FORMAT BELOW:

TAB 1 – INTRODUCTION

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services. Also, the letter should disclose the name of the contracting agent and primary contact person and primary contact, his/her title, address, phone number, and email address. The table of contents should follow the cover letter.

TAB 2 – TABLE OF CONTENTS

Include a clear identification of the material included in the Proposal by page number.

TAB 3 – MINIMUM QUALIFICATIONS, EXPERIENCE AND BACKGROUND

Each Proposer shall submit information and documentation requested that confirms it meets the following qualification requirement(s).

- A. Must be registered with the States of Florida, Division of corporations to do business in Florida.

No documentation is required. The City will verify registration.

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

- B. Must be registered with the State of Florida for the following broker license: Group Health, Medical, Dental, Life, and Vision.

Provide copies of license.

- C. Proposer is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/scrutinized_list_of_prohibited_companies

Provide an executed copy of the Scrutinized Company Certification form.

- D. Proposer has no reported conflict of interests in relation to this solicitation.

Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that effect.

- E. Proposer has no reported exclusions in System for Award Management (SAM).

Proposer Is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. **No documentation is required. The City will verify the registration status. Per Section 34.f. Rejection of Bids or Proposals of the City's Purchasing Policies and Procedures Manual, vendors may be deemed non-responsible if: Vendor have been declared to be in default on any City or public entity contract, debarred or suspended by any public entity.**

- F. Consultant/Broker shall provide extensive actuarial services including support with the City's annual GASB filing. Please expand on how pricing will be handled.

TAB 4 – PROPOSER'S INFORMATION

- A. Legal contracting name including any dba and state of organization or incorporation.
- B. Ownership structure of Proposer's company (e.g., Partnership, Limited Liability Corporation, Corporation).
- C. Provide, in this section, a completed and executed copy of Proposer's W-9 that includes the company federal identification number.

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

- D. Contact information for Proposer's Corporate headquarters and any offices in Palm Beach and Broward counties to include the following:
- i. Address
 - ii. City, State, Zip
 - iii. Phone
- E. Contact information for Proposer's primary and secondary representative during this solicitation process.
- i. Name
 - ii. Phone
 - iii. E-mail
 - iv. Mailing Address
 - v. City, State, Zip
- F. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
- G. Provide the names of the persons who are officers or principals of the company.
- H. Any additional organizational information that the Proposer's wishes to supply to augment its Proposal.

TAB 5 – APPROACH, CAPACITY AND REFERENCES

- A. Provide a narrative of the proposed approach and methodology for engaging with City representatives while in the course of performing the duties.
- B. The overall approach to delivering the Scope of Services, Deliverables and any strategies Proposer proposes to implement.
- C. Details of implementation plan and schedule.
- D. Proposer shall specify the location(s), including the complete physical address, where the work for this project will be performed, including work performed by subcontractors, if applicable.
- E. Proposer shall thoroughly explain:
- i. Submit details of Proposer's staffing resources, at the location(s) that will provide services to the City as well as corporately, by discipline and the number or personnel within each discipline.
 - ii. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
 - iii. Submit an organizational diagram clearly identifying key personnel as well as other

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

staffing resources who are designated to provide services to the City and indicate their functional relations hip to each other.

- F. Provide a minimum of three (3) client references for projects with similar scope who are agreeable to responding to an inquiry by the City. References should include the following information:
- i. Organization name
 - ii. Contact name(s)
 - iii. Address
 - iv. Telephone number
 - v. Date of service (start/end)
 - vi. Total amount of contract
 - vii. Scope of Work (brief description)

TAB 6 – FEE PROPOSAL

Pricing is to be all inclusive of the costs of servicing these accounts; no further charges will be accepted for postage, data transfer, or any other costs associated with this contract.

The Proposer’s monthly fee for employee benefits and healthcare consultant services shall remain firm for the term of the Agreement. The option for renewal shall be exercised upon mutual agreement between Contractor and City, by written agreement with all original terms and conditions adhered to with no deviations.

ITEM	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	12	MONTHS	Fixed, flat fee for Benefits	\$ _____ \$ _____	\$ _____ \$ _____
			TOTAL ANNUAL FEE:	\$ _____	

TAB 7 – ATTACHMENTS

All Attachment/Forms and Affidavits required by this solicitation shall be fully executed by the Proposer and submitted as shown in Section 7 of this solicitation.

END OF SECTION 5

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

**SECTION 6
THE EVALUATION PROCESS**

6.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this solicitation. A responsive Proposal is one that follows the requirements of this solicitation, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

6.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the City affirmatively determines (prior to the award of a contract) has the ability, capability, and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this solicitation.

6.3 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation/Selection Committee that will evaluate and rank Proposals on the criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their maximum scores for a maximum total of **one hundred (100)** points per Evaluation/Selection Committee member.

<u>CRITERIA</u>	<u>MAX. POINTS</u>
a. Experience and Background	40
b. Approach, Capacity and References	40
c. Organization Structure	10
d. Fee Proposal	10

6.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

6.5 PRICE OFFERS AND EVALUATION

After the evaluation of the technical areas of the Proposal, the City will evaluate the price aspects of the Proposal. The City will use the prices submitted by each Proposer to estimate the total cost of the Proposer's services. The Proposer that submits the lowest total price for all combined services will be awarded the maximum number of points (10). The total points awarded for price is determined by applying the following formula: $(\text{Lowest Proposed Price}/\text{Vendor's Price}) \times (\text{Maximum Number of Points for Price}) = \text{Price Score}$. The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The City reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the City.

6.6 NEGOTIATIONS

If the City and the Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

6.7 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the City Manager or designee, and the City Commission for approval, as appropriate. All Proposers will be notified in writing when the City Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest listed herein, the City's decision of whether to make the award and to which Proposer shall be final.

END OF SECTION 6

City of Delray Beach
RFP 2024-024 Employee Benefits and Healthcare Consultant Services

**SECTION 7
PROPOSAL SUBMITTALS**

7.1 FORMS

The forms listed below shall be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer. Solicitation forms should be uploaded to <https://www.periscopeholdings.com/S2G>

- a. Acknowledgment of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Workplace
- g. Non-Collusion Affidavit
- h. Truth-In-Negotiation Certificate
- i. Scrutinized Company
- j. Condition of Purchase
- k. Sample Performance Bond Format (if required, will be requested from the Proposer recommended for award)
- l. Sample Payment Bond Format (if required, will be requested from the Proposer recommended for award)
- m. Sample Letter of Credit Format (if required, will be requested from the Proposer recommended for award)

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

By signing this document, the Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 120 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer’s firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, Florida Statutes

Pursuant to Chapter 119, Florida Statutes, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1ST AVENUE, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: JOHNSONK@MYDELRAYBEACH.COM.

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name of person acknowledging).

Personally known ___ OR Produced Identification
Type of Identification Produced _____

Notary Public – State of _____

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: _____

Title: _____

Date: _____

Signature: _____

Scrutinized Company Certification

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company. _____ FID or EIN No. _____

Address. _____

City. _____ State. _____ Zip. _____

I, _____, as a representative of _____
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or
the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Title

Printed Name

Date

SAMPLE PERFORMANCE BOND FORMAT

Not Required, Intentionally Omitted

SAMPLE PAYMENT BOND FORMAT

Not Required, Intentionally Omitted

SAMPLE LETTER OF CREDIT FORMAT

Not Required, Intentionally Omitted

SECTION 8
SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Request for Proposals. This is a sample agreement only and is subject to revisions. **PLEASE DO NOT COMPLETE.**

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 2024, (the “effective date”) by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and _____, a corporation (hereafter referred to as “Contractor”), whose address is _____.

WHEREAS, the City desires to retain the services of the Consultant/Broker to provide the goods and services in accordance with the City’s Request for Proposal No. 2024-024, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSAL

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Request for Proposal No. 2024-024, and the Contractor’s response to the Request for Proposal, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City’s Request for Proposal, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Request for Proposal.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

- iii. As to the Contractor: _____

Attn.: _____
Email: _____
Phone: _____

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

d. E-Verify Requirements By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 5. CONTRACT TERM

The Contract and Agreement shall be effective for three (3) years as of the effective date of this Agreement, and shall expire on _____, _____.

ARTICLE 6. INDEMNIFICATION

The contractor shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any all liability, losses, or damages, including attorney's fees

and costs of defense, which the City or its officers, employees agents, or instrumentalities may incur as a result of claims, demands, suits, cause of actions, or proceedings of any kind or nature resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required but this contract agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

CITY OF DELRAY BEACH

By: _____
Thomas F. Carney, Jr., Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

CONSULTANT/BROKER

[SEAL]

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification
Type of Identification Produced _____

Notary Public – State of _____

SECTION 9 GENERAL TERMS AND CONDITIONS

9.1 DEFINITIONS

- a. *Proposal: any offer(s) submitted in response to this Request for Proposal.*
- b. *Proposer: person or firm submitting a response to this Request for Proposal.*
- c. *Solicitation or Request for Proposal: this Solicitation documentation, including any and all addenda.*
- d. *Proposal Submittal forms: describes the goods or services to be purchased and must be completed and submitted with the Proposal.*
- e. *City: shall refer to the City of Delray Beach, Florida.*
- f. *Contract or Agreement: Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the Proposer.*
- g. *Contractor: selected Proposer that is awarded a contract to provide the goods or services to the City.*
- h. *Purchasing Division: Purchasing Division of the City of Delray Beach, Florida.*
- i. *Responsible Proposer: Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Qualifications, and the integrity and reliability that will assure good-faith performance.*
- j. *Responsive Proposer: Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Qualifications.*

9.2 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the

purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential bidders and/or bidders on City Solicitations, the City's professional staff, and the City Council members.

9.3 ADDENDUM

The Purchasing Division may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

9.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

9.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

City of Delray Beach
RFP 2024-024 Employee Benefit and Healthcare Consultant Services

9.6 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Purchasing Division prior to the due date for Proposals may withdraw a Proposal. A Proposal may also be withdrawn ninety (90) days after the Proposal has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

9.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.

9.8 PROMPT PAYMENT TERMS

It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

9.9 DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the Solicitation.

9.10 PREPARATION OF PROPOSALS

- a. *The Proposal submittal forms define requirements of the services to be performed or the items to be purchased and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.*
- b. *An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.***
- c. *The Proposer must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the City. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.*
- d. *The Proposer may submit alternate Proposal(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".*
- e. *When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.*
- f. *Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.*

9.11 CANCELLATION OF SOLICITATION

City of Delray Beach
RFP 2024-024 Employee Benefit and Healthcare Consultant Services

The City of Delray Beach reserves the right to cancel, in whole or in part, any Requests for Proposals when it is in the best interest of the City.

9.12 AWARD OF CONTRACT

- a. *This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.*
- b. *The City reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.*
- c. *The Proposer's prior performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Proposal received for this Solicitation.*
- d. *The City will provide a copy of the ranking and scores to all Proposers responding to this Solicitation.*
- e. *Award of this Proposal may be predicated on compliance with, and submittal of all required documents as stipulated in the Solicitation.*
- f. *The City reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the City deems necessary.*

9.13 CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed one hundred eighty (180) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful.

9.14 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the selected Proposer against factory defects and workmanship. At no expense to the City, the selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

9.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the selected Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this contract.

9.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

9.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the selected Proposer, continue until completion at the same prices, terms, and conditions.

9.18 PROTEST

a. A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

City of Delray Beach
RFP 2024-024 Employee Benefit and Healthcare Consultant Services

b. The written protest must be received within three business days from the time of the initial posting of the intended award. Notice of Intent to Award shall be posted in Periscope S2G. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure Purchasing Procedure Manual <https://www.delraybeachfl.gov/home/showpublisheddocument/12270/638140626086330000>.

c. The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's bid or five thousand dollars (\$5,000.00), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the City of Delray Beach. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

9.19 LAWS AND REGULATIONS

The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this Solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

9.20 LICENSES, PERMITS AND FEES

The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.

9.21 SUBCONTRACTING

Unless otherwise specified in this Solicitation, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City shall constitute a material breach of the agreement and may result in termination of the contract for default.

9.22 ASSIGNMENT

The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

9.23 SHIPPING TERMS

Unless otherwise specified in the Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

9.24 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The City may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.

It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the selected Proposer.

9.25 INDEMNIFICATION

The selected Proposer shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be

City of Delray Beach
RFP 2024-024 Employee Benefit and Healthcare Consultant Services

incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

9.26 COLLUSION

A Proposer recommended for award as the result of a competitive Solicitation for any City purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City stating either that the contractor is not related to any of the other parties proposing in the competitive Solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive Solicitation, its Proposal shall be presumed to be collusive, and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

9.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

9.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Qualifications (RFQ) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected

Proposer shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

9.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the selected Proposer. The City further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer.

9.30 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

9.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the selected Proposer to submit to an audit by an auditor of the City's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the City for three (3) years following expiration of the contract. The selected Proposer agrees to provide such

City of Delray Beach
RFP 2024-024 Employee Benefit and Healthcare Consultant Services

assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

9.32 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

9.33 PRE-AWARD INSPECTION

The City may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Solicitation.

9.34 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation that Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

9.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law.*
- b. Use of appropriate safeguards to prevent non-permitted disclosures.*
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure.*
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential.*
- e. Making Protected Health Information (PHI) available to the customer.*
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.*
- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and*
- h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.*

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

City of Delray Beach
RFP 2024-024 Employee Benefit and Healthcare Consultant Services

9.36 ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

9.37 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

9.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

9.39 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

9.40 SEVERABILITY

In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

9.41 GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County,

Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

9.42 ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

9.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

The selected Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.

9.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS

It is agreed and understood that any City department or agency may access this contract and purchase the goods or services successful herein. Each City department will issue a separate purchase order to the selected Proposer for the department's specific purchases.

9.45 CRIMINAL HISTORY BACKGROUND CHECKS

City of Delray Beach
RFP 2024-024 Employee Benefit and Healthcare Consultant Services

Prior to hiring a contract employee or contracting with a Proposer, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Proposer will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.

9.46 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.

9.47 MINIMUM WAGE REQUIREMENTS

The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

9.48 PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items delivered to the City. The documents shall include information on the contract number or purchase order, any back-order items, and the number or quantity of items being delivered.

9.49 PURCHASE OF OTHER ITEMS

The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request a price quote from the selected Proposer on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.

9.50 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening,

whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The City will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

9.51 CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Proposers must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the City.

9.52 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a

City of Delray Beach
RFP 2024-024 Employee Benefit and Healthcare Consultant Services

Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

9.53 OTHER GOVERNMENTAL AGENCIES

If a Proposer is successfully awarded a contract as a result of this Solicitation, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

9.54 COMPLETION OF WORK AND DELIVERY

All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the selected Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the selected Proposer. In these cases, the selected Proposer shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

9.55 FAILURE TO DELIVER OR COMPLETE WORK

Should the selected Proposer fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the selected Proposer and secure the services of another Proposer to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the selected Proposer for work that was completed and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the selected Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the City as a result of having to secure the services of another Proposer.

9.56 CORRECTING DEFECTS

The selected Proposer shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the selected Proposer of such deficiency in writing. If the selected

Proposer fails to correct the defect, the City may (a) place the selected Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the selected Proposer for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

9.57 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All selected Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the selected Proposer. Barricades shall be provided by the selected Proposer when work is performed in areas traversed by persons, or when deemed necessary by the City.

1058 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this Solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

9.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The selected Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Proposer in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the selected Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the selected Proposer at the Proposer's expense and the contract cancelled; or (2) the City may require the selected Proposer to replace the materials at the selected Proposer's expense.

9.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

City of Delray Beach
RFP 2024-024 Employee Benefit and Healthcare Consultant Services

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the selected Proposer performing under this contract is required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a department-by-department basis.

9.61 TAXES

The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.

9.62 PROPOSER'S COSTS

The City shall not be liable for any costs incurred by Proposers in responding to this Request for Qualifications.

9.63 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

9.64 FORCE MAJEURE

The City and the selected Proposer are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or

service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.*
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.*
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.*
- d. The non-performing party uses its best efforts to remedy its inability to perform.*

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the selected Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

9.65 NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications

City of Delray Beach
RFP 2024-024 Employee Benefit and Healthcare Consultant Services

between representatives of the selected Proposer and the City of Delray Beach.

9.66 POOL Contracts

During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the City reserves the right to add new vendors to these contracts for good or services not awarded for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Request for Proposal.

9.67 FISCAL FUNDING OUT

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.

9.68 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

END OF SECTION 9

**SECTION 10
SOLICITATION SUMMARY**

**The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444**

PURCHASING AND CONTRACT ADMINISTRATION DIVISION

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the City determines that the information contained in the electronic version of your Proposal is different from the information on this solicitation Summary, the City reserves the right to deem your Proposal NON-RESPONSIVE and remove your Proposal from further evaluation and consideration for contract award.

PROPOSAL INFORMATION

Proposal Number: RFP 2024-024

Title: EMPLOYEE BENEFIT AND HEALTHCARE CONSULTANT SERVICES

Due Date and Time: May 29 2024, 2:00 P.M., ET

Name of Proposer: _____

Address: _____

Contact Person: _____

Price: _____

Authorized Signature: _____

Date: _____

By signing and submitting this solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the City of Delray Beach.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ELECTRONIC COPY IN THE PROPOSAL.



CITY OF DELRAY BEACH
100 N.W. 1ST AVENUE, DELRAY BEACH, FL 33444

Solicitation Addendum

Addendum No.: 1
Solicitation No.: RFP 2024-024
Solicitation Title: Employee Benefits and Health Consulting Services
Addendum Date: May 15, 2024
Purchasing Contact: Joel Burzynski, burzynskij@mydelraybeach.com

THIS RFP IS HEREBY AMENDED AS SET FORTH HEREIN BELOW. THIS ADDENDUM NO. 1 IS HEREBY INCORPORATED IN AND MADE A PART OF RFP 2024-024.

Addendum No. 1

To all prospective bidders, please note the following changes and clarifications: Words in ~~striketrough~~ type are deletions from existing text. Words in **bold underlined** type are additions to existing text.

SECTION 7 PROPOSAL SUBMITTALS

7.1 FORMS

The forms listed below shall be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer. Solicitation forms should be uploaded to <https://www.periscopeholdings.com/S2G>

- a. Acknowledgment of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law

- f. Drug-Free Workplace
- g. Non-Collusion Affidavit
- h. Truth-In-Negotiation Certificate
- i. Scrutinized Company
- ~~j. Condition of Purchase~~
- k. j. Sample Performance Bond Format (if required, will be requested from the Proposer recommended for award)
- ~~l.~~ k. Sample Payment Bond Format (if required, will be requested from the Proposer recommended for award)
- ~~m.~~ l. Sample Letter of Credit Format (if required, will be requested from the Proposer recommended for award)

All other terms and conditions remain unchanged.

Question and Answers for Bid #RFP 2024-024 - Employee Benefits and Healthcare Consultant Services

Overall Bid Questions

Question 1

Section 2.10 on page 8 of the RFP states that "Subcontracting is not allowed". However, TAB 5 - Approach, Capacity and References on page 19, number E. iii, allows for subconsultants. Can you please confirm that Section 2.10 does not apply to this RFP? (Submitted: May 8, 2024 4:08:41 PM EDT)

Answer

- Subcontractors should be allowed (benefit software and actuarial) (Answered: May 20, 2024 2:27:58 PM EDT)

Question 2

Can you please clarify if the information required in section 2.4 GENERAL STANDARDS, a and b on pages 5 and 6 of the RFP apply to all proposers, or will this information only be required upon award from the awarded proposer? (Submitted: May 8, 2024 4:11:23 PM EDT)

Answer

- This applies to all who submit a proposal. (Answered: May 8, 2024 4:52:13 PM EDT)

Question 3

Please confirm that the actuarial services requested in TAB 3, F are for the health plan's annual 112.08 state filing, reserves and rate setting? Please confirm that the requirements related to GASB are for assistance with data and report gathering only. (Submitted: May 8, 2024 4:24:44 PM EDT)

Answer

- Yes, we will need assistance with data and report gathering for the Wakely Report. Yes, we will need assistance with data and report gathering for the OPEB Report. (Answered: May 20, 2024 2:27:58 PM EDT)

Question 4

Please confirm that the broker is allowed to subcontract the enrollment system. (Submitted: May 8, 2024 4:45:00 PM EDT)

Answer

- Yes the broker is allowed to subcontract the enrollment system (Answered: May 20, 2024 2:27:58 PM EDT)

Question 5

Regarding the financials requirement, as a private corporation, we would prefer not to include these in our proposal. Can the financials be mailed directly to the City's purchasing department's physical address in a separate sealed envelope? Please confirm the City's physical purchasing address. (Submitted: May 9, 2024 11:14:53 AM EDT)

Answer

- When submitting you can mark them confidential and submit through the system or mail to the City.

ATTN:
Purchasing and Contract Administration Division
100 NW 1st Ave
Delray Beach, FL 33444 (Answered: May 15, 2024 4:56:32 PM EDT)

Question 6

Please confirm what "j. Condition of Purchase" refers to on page 23 of the RFP. (Submitted: May 14, 2024 4:58:08 PM EDT)

Answer

- that line can be disregarded it will be removed in an addendum no. 1 (Answered: May 15, 2024 4:56:32 PM EDT)

Question 7

Are able to have the documents signed in DocuSign? (Submitted: May 14, 2024 9:53:52 PM EDT)

Answer

- The City does not accept DocuSign. (Answered: May 15, 2024 4:56:32 PM EDT)

Question 8

Indemnification: Please confirm if the City is willing to accept the indemnification be limited to losses and damages as a result of our negligence and covered under the terms of our general liability policy; any wrongful acts solely in rendering or failing to render professional services and covered under our professional liability policy; or, any claim alleging a security failure, privacy event or wrongful act and covered under our cyber liability policy (misappropriation of trade secret or, infringement of patent are exclusions in our cyber policy)? (Submitted: May 15, 2024 4:50:05 PM EDT)

Answer

- Yes (Answered: May 20, 2024 2:27:58 PM EDT)

Question 9

Indemnification: Is the City willing to allow a cap or limitation of \$1 million on the liability and indemnification? If no, is there a larger cap or limitation that the City would be willing to allow? If yes, please provide the amount? (Submitted: May 15, 2024 4:50:35 PM EDT)

Answer

- \$1,000,000 is adequate (Answered: May 20, 2024 2:27:58 PM EDT)

Question 10

Please confirm if the City is willing to accept that our professional liability limits are for each wrongful act/annual aggregate. (Submitted: May 15, 2024 4:50:51 PM EDT)

Answer

- Confirmed (Answered: May 20, 2024 2:27:58 PM EDT)

Question 11

Please confirm if the City would allow the Awardee to advise that a cancelled, or non-renewed policy would be replaced with no coverage gap and a current COI would be provided and not provide a cancellation notice, since

coverage will be replaced with no gap. (Submitted: May 15, 2024 4:50:58 PM EDT)

Answer

- Confirmed (Answered: May 20, 2024 2:27:58 PM EDT)

Question 12

We can only agree to name the City as an additional insured on the Commercial General Liability Policy and we provide this via a Certificate of Insurance, not an endorsement. Will this be acceptable to the City? (Submitted: May 15, 2024 4:51:09 PM EDT)

Answer

- Yes (Answered: May 20, 2024 2:27:58 PM EDT)

Question 13

Will the City allow that the primary, non-contributory language be removed as it is our preference to have the City's Commercial General Liability policy be primary. (Submitted: May 15, 2024 4:51:20 PM EDT)

Answer

- Do not see this language in the RFP. (Answered: May 21, 2024 8:53:19 AM EDT)

Question 14

We do not provide clients with the copies of actual policies. We will provide evidence coverage via Certificates of Insurance. Is this acceptable to the City? (Submitted: May 15, 2024 4:51:28 PM EDT)

Answer

- Yes (Answered: May 20, 2024 2:27:58 PM EDT)

Question 15

Can the City agree that we will only maintain insurance coverage for 2 years after the termination of the agreement? (Submitted: May 15, 2024 4:51:42 PM EDT)

Answer

- yes, but it must include any option years awarded (Answered: May 20, 2024 2:27:58 PM EDT)

Question 16

We will retain sole and exclusive ownership of all right, title and interest in and to its intellectual property and derivatives thereof which no data or confidential information of the City was used to create and which was developed entirely using our own resources. To the extent our intellectual property is necessary for the City to use the services provided, we will grant to the City a non-exclusive, royalty-free license to our intellectual property solely for the City's use of such services. Is this acceptable to the City? (Submitted: May 15, 2024 4:51:50 PM EDT)

Answer

- Possibly negotiated (Answered: May 20, 2024 2:27:58 PM EDT)

Question 17

Can the City please provide the current consulting contract that is in effect? (Submitted: May 15, 2024 4:51:58 PM EDT)

Answer

- This will need to be done through a records request

[https://delraybeach.govqa.us/WEBAPP/_rs/\(S\(tq5tmgnoatgbkjo5wx5lzxei\)\)/supporthome.aspx](https://delraybeach.govqa.us/WEBAPP/_rs/(S(tq5tmgnoatgbkjo5wx5lzxei))/supporthome.aspx) (Answered: May 15, 2024 4:59:19 PM EDT)

Question 18

Can the City please confirm the current total compensation to the consultant? (Submitted: May 15, 2024 4:52:07 PM EDT)

Answer

- estimated \$390,00 (Answered: May 20, 2024 2:27:58 PM EDT)

Question 19

Does the current consultant receive any supplementary compensation or vendor overrides in addition to the fees and or commissions being paid by the City? (Submitted: May 15, 2024 4:52:14 PM EDT)

Answer

- No (Answered: May 20, 2024 2:27:58 PM EDT)

Question 20

Will the City require that we offer prompt payment discounts? (Submitted: May 15, 2024 4:52:26 PM EDT)

Answer

- No (Answered: May 20, 2024 2:27:58 PM EDT)

Question 21

Does the City want a hard copy or a link to the 10-K financial statement? (Submitted: May 15, 2024 4:52:36 PM EDT)

Answer

- Hard Copy (Answered: May 15, 2024 4:59:19 PM EDT)

Question 22

Can you provide a description of what the City is currently doing regarding Wellness Programs? (Submitted: May 15, 2024 4:52:47 PM EDT)

Answer

- The city does a wide range of activities for their Wellness Program â€” from chef demonstrated cooking classes, lunch and learns hosted by doctors or EAP, annual health fair with giveaways, fitness app that tracks workout minutes and steps to reward active employees, etc. (Answered: May 20, 2024 2:27:58 PM EDT)

Question 23

Who is the current online enrollment software/service provider? (Submitted: May 15, 2024 4:52:55 PM EDT)

Answer

- BenTek (Answered: May 20, 2024 2:27:58 PM EDT)

Question 24

Is there an option for the awarded consultant to continue with the current online enrollment platform?
(Submitted: May 15, 2024 4:53:01 PM EDT)

Answer

- No, unless they contracted directly with BenTek (Answered: May 20, 2024 2:27:58 PM EDT)

Question 25

What is the City currently paying for their enrollment software/service provider? If the City is not paying, then what is the current consultant paying? (Submitted: May 15, 2024 4:53:10 PM EDT)

Answer

- The cost is built into our contract with our Consultant (Answered: May 20, 2024 2:27:58 PM EDT)

Question 26

Does the City want all services proposed under one flat fee or does the City want us to segment each service's cost (i.e. GASB)? (Submitted: May 15, 2024 4:53:19 PM EDT)

Answer

- Yes, one flat fee as described in Section 5, Tab 6 (Answered: May 20, 2024 2:27:58 PM EDT)

Question 27

As we have standard record retentions we would need to also keep a copy of our work product – is this acceptable to the City? (Submitted: May 15, 2024 4:53:27 PM EDT)

Answer

- The proposer would need to maintain records for a minimum of 3 years post expiration of contract, see Section 9.31 (Answered: May 20, 2024 2:27:58 PM EDT)

Question 28

RFP Due Date: Would the City consider extending the closing date, due to pending outstanding questions?
(Submitted: May 15, 2024 4:53:33 PM EDT)

Answer

- No (Answered: May 20, 2024 2:27:58 PM EDT)

Question 29

Which actuarial firm does the city currently use for GASB reporting? What are the current fees charged?
(Submitted: May 16, 2024 1:11:47 PM EDT)

Answer

- Risk Strategies â Finance function (Answered: May 21, 2024 8:50:30 AM EDT)

Question 30

We would prefer to strike section 2.6, as it is not relevant to the services we provide. Could you please provide detailed information on the areas where exceptions might be permissible and clarify the impact of these exceptions on the qualification process? (Submitted: May 16, 2024 2:07:03 PM EDT)

Answer

- No, we cannot strike section 2.6 â€” refer to questions/answers 8-15 for what exceptions can be made. (Answered: May 21, 2024 8:50:30 AM EDT)