



# REQUEST FOR PROPOSAL

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**BENEFIT INSURANCE BROKERAGE SERVICES\_ 2021.03.18**

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## 1. OVERVIEW

Sno-Isle Libraries is seeking Proposals from qualified Consultants with demonstrated experience in providing employee benefit related broker services as identified in the scope of work (**Attachment A**) and shall be incorporated into this RFP by this reference.

## 2. BACKGROUND

Sno-Isle Libraries is a two-county public library district serving more than 770,000 people in Snohomish and Island counties through 23 community libraries, mobile and online library services. The organization is headquartered at its Service Center in Marysville, Washington.

## 3. PROJECT DESCRIPTION AND SCOPE OF WORK

### 3.1 Project Description

Sno-Isle Libraries is initiating a Request for Proposal from qualified firms for benefit insurance brokerage services. The number employees receiving coverage among the benefit plans is 307 (Dental 304, Medical Premera 213, Medical Kaiser 91). This RFP is only open to those qualified firms who satisfy the requirements stated herein and who are licensed and available to do business in the State of Washington. The successful firm will assist Sno-Isle Libraries in managing and maintaining benefit insurance(s) coverage and related benefit programs, including soliciting for competitive bids as needed.

### 3.2 Scope of Work

Sno-Isle Libraries is seeking Insurance Brokerage Services only. This solicitation does not give the right of responsibility to any proposers to approach any insurance market on the Library's behalf. **See Attachment A for Scope of Work.**

## 4. TIMELINE

March 18, 2021	RFP Issued
April 6, 2021	Questions Due by 12:00pm (PDT)
April 9, 2021	Addenda Issued (if necessary) by 12:00pm (PDT)
April 19, 2021	Proposals Due by 2:00pm (PDT)
April 19, 2021	Proposal Opening at 2:00pm (PDT) <b>Bid Opening to be held via Microsoft Teams. Interested contractors please contact Karen Kramer (<a href="mailto:kkramer@sno-isle.org">kkramer@sno-isle.org</a>) to obtain a link to the meeting.</b>
Week of April 26, 2021	Interviews (if necessary)
Week of May 3, 2021	Contract Awarded

## 5. QUESTIONS REGARDING RFP

Questions surrounding this RFP should be submitted via email to [Consultantsubmissions@sno-isle.org](mailto:Consultantsubmissions@sno-isle.org) in accordance with Section 4. **Questions via telephone will not be accepted.** Responses to questions will be posted on Sno-Isle Libraries' website as an addendum to this RFP (<https://www.sno-isle.org/Consultants/>; click on *Current Projects*), and will be distributed to all email addresses related to this Proposal. Responses will be provided by **12:00pm PDT, Wednesday, April 9, 2021.**

## 6. PROPOSAL

### 6.1 Proposal Contents

Sno-Isle Libraries is looking for succinct answers with relevant information.

#### 6.1.1 Cover Letter

Please include the following:

- (1) Summary of Consultant's background and experience;
- (2) The identification of the Consultant, including name, address, email address and telephone number;
- (3) The name, title, address, email and telephone number of contact person during period of Proposal evaluation; and
- (4) The signature of a person authorized to bind Consultant to the terms of this Proposal.

#### 6.1.2 General Company Profile and Experience

Briefly provide general information about the firm's experience, capabilities, and length of time the firm has been in the business of performing work of a similar nature.

#### 6.1.3 Format

To standardize responses and simplify comparison and evaluation of responses, all Proposals must be organized in the manner set forth below, separated into sections, and appropriately labeled. All information and materials requested shall be provided in the Proposal under a single cover. The Proposal length shall be limited to a maximum of 10 single-sided pages (5 double-sided pages), not including dividers and covers. Minimum font size shall be eleven (11) point.

**6.1.3.1 Executive Summary & Approach:** Summarize your firm's qualifications and special expertise in performing the type of services identified in **Attachment A Scope of Work**. Include a conceptual plan to structure Sno-Isle Libraries' program (e.g. consolidation of packaging policies,

layering and financing techniques), a brief assessment of the current program, proposed alternative program, and rationale for your proposed plan.

**6.1.3.2 Qualifications & Experience:** Describe your firm's qualifications and staff experience in providing broker services similar to the needs described in **Attachment A Scope of Work** for this project. Include a summary of your firm's premium volume for the past three years self-insured employee benefit programs (including medical, dental, vision and prescription plans).

Also, for the most recent year only for each of the above coverage, an indication of the number of policies the premium volume represents. If your firm is a branch or subsidiary office of a national or multi-office firm, the above information must be provided for the local office only. Include summary biographies (or resumes) of key staff to be assigned to perform this work. Describe their experience relative to this type of work along with their primary duties/roles proposed

**6.1.3.3** Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. A corporation must indicate place and date of incorporation.

Failure to comply with the instructions contained in this section may result in a Consultant's Proposal being deemed non-responsive and disqualified. The requirements included are grouped by subject matter, but are not listed by importance. Consultants are encouraged to read all requirements prior to preparing a Proposal.

#### **6.1.4 Budget / Cost Scenarios**

Provide itemized price/fee schedule for the specifications proposed and for any variation of non-routine services, inclusive of any administrative costs (e.g. travel), Washington State sales tax, and any other applicable governmental charges. The proposal should include what services will be included in the basic fee, plus the methodology for determining the cost of additional or supplemental services. Sno-Isle Libraries is seeking firm fixed, three-year term pricing for the initial term of its contract. Renewal options may be eligible for adjustment at the current CPI-W rate in effect at the time of renewal. If proposing an alternative pricing structure, your proposal must include evidence of price protection for Sno-Isle Libraries over the expected three year term of the contract plus any agreed to extension.

No other monies will be paid for items omitted by the Consultant, unless requested and approved in advance in writing.

#### **6.1.5 References**

Provide a list of references (including contact name and telephone number) of at least three (3) recent or current clients of which are open to allow Sno-Isle

Libraries to contact the clients for an appraisal of the services they are receiving from your firm. List of governmental accounts comparable to the Library District should be specifically included. Sno-Isle Libraries reserves the right to contact references without prior notification.

#### **6.1.6 Signed Certifications & Assurances**

Sign and submit the Certifications and Assurances (**Attachment B**) as part of your Proposal.

### **6.2 Submitting a Proposal**

The Proposal and all other documents required to be submitted with the Proposal shall be enclosed in a sealed envelope marked "Proposal Submitted by" followed by the name and address of the bidder and the designated project name.

**6.2.1** If the Proposal is mailed, it shall be addressed to Sno-Isle Libraries: 7312 35<sup>th</sup> Ave NE, Marysville, WA 98271; ATTN: Procurement Specialist.

**6.2.2** If the Proposal is delivered, it shall be delivered to Sno-Isle Libraries' Service Center, which is located at 7312 35<sup>th</sup> Ave NE, Marysville, WA 98271; ATTN: Procurement Specialist.

**6.2.3** Oral, telephonic, telefaxed, electronic, or telegraphic Proposals are invalid and will not receive consideration.

The deadline for submission / receipt is **2:00pm (PDT), Wednesday, April 19, 2021**.

**If you would like confirmation of receipt of Proposal, please request via email at the time of submission.**

Sno-Isle Libraries shall not be responsible for any costs incurred by the firm preparing, submitting or presenting its response to the RFP. All Proposals received after the designated time stated will not be considered.

### **6.3 Revision / Rejection of Proposals**

Sno-Isle Libraries reserves the right to "revise" or "amend" the RFP prior to the Proposal due date by "written addenda."

## **7. EVALUATION PROCESS**

### **7.1 Criteria**

Proposals will be evaluated to consider how well the Proposal meets the objectives and scope of the project in the most efficient and professional manner at the most appropriate skill and technical level for a project of this size. It is important that the responses be clear and complete to ensure the evaluators can adequately understand all aspects of the Proposal.

The winning Proposal will be evaluated according to the following criteria:

<b>SCORING CRITERIA</b>	<b>Weight</b>
Proposed Fees/Costs	30pts
Approach and Understanding ( <i>Demonstrate comprehensive understanding of Sno-Isle Libraries' needs with respect to the scope of work</i> )	30pts
Qualifications ( <i>Company expertise and demonstration of ability to perform identified services and competency of personnel to be assigned to Sno-Isle Libraries' account</i> )	15pts
Experience ( <i>Company and staff expertise with accounts of similar size and nature</i> )	15pts
References ( <i>Relevant examples of recent work performing services of similar size and nature</i> )	10pts
<b>TOTAL</b>	<b>100pts</b>

## **8. TERMS AND CONDITIONS**

### **8.1 Qualification of Consultants**

Sno-Isle Libraries reserves the right to investigate Consultants as deemed necessary to determine their ability to provide the services required for the fulfillment of this Contract. Consultants shall furnish to Sno-Isle Libraries all such information and data as required for this purpose. Sno-Isle Libraries also reserves the right to reject any Proposal if evidence submitted by Consultant, or in Sno-Isle Libraries' investigation of Consultant, fails to satisfy Sno-Isle Libraries that the Consultant is properly qualified to meet the obligations of the Contract.

### **8.2 Proposal Award / Award of Contract**

Sno-Isle Libraries shall issue a Contract to the successful Consultant. Work may proceed when the contract has been awarded and fully executed by both parties.

### **8.3 Procedure When Only One Proposal Is Received**

If Sno-Isle Libraries receives a single responsive, responsible Proposal, Sno-Isle Libraries shall have the right to conduct a price or cost analysis on such Proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by Sno-Isle Libraries to assist in such analysis.

By conducting such analysis, Sno-Isle Libraries shall not be obligated to accept the single Proposal. Sno-Isle Libraries reserves the right to reject such Proposal or any portion thereof.

### **8.4 Cost of Proposal**

Sno-Isle Libraries will not be liable for any costs incurred by the Consultant in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

### **8.5 Rejections of Proposals**

Sno-Isle Libraries reserves the right to reject any Proposal for any reason including, but not limited to the following: (1) any Proposal which is incomplete or lacking necessary detail and specificity; (2) any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; (3) any Consultant whom, in the sole judgment of Sno-Isle Libraries, lacks the qualifications or responsibility necessary to perform the work; (4) any Consultant which is not approved as in compliance with the requirements for equal employment opportunity; (5) any Proposal for which a Consultant fails or neglects to complete and submit any qualifications information within the time specified by Sno-Isle Libraries; and (6) any Proposal submitted by a Consultant who is not registered or licensed as required by the laws of the state of Washington or local government agencies. In consideration for Sno-Isle Libraries review and evaluations of its Proposal, the Consultant waives and releases any claims against Sno-Isle Libraries arising from any rejection of any or all Proposals, including any claim for costs incurred by Consultants in the preparation and presentation of Proposals submitted in response to this RFP.

### **8.6 Acceptance Period**

Proposals must provide 90 days for acceptance by Sno-Isle Libraries from the Proposal Opening Date.

### **8.7 Most Favorable Terms**

**8.7.1** Sno-Isle Libraries reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. Sno-Isle Libraries does reserve the right to contact a Consultant for clarification of its Proposal.

**8.7.2** The Apparent Successful Consultant should be prepared to accept this RFP for incorporation into a Contract resulting from this RFP. Contract negotiations may incorporate some or the Consultant's entire Proposal. It is understood that the Proposal will become a part of the official procurement file on this matter without obligation to Sno-Isle Libraries.

### **8.8 Proprietary Information / Public Disclosure**

All Proposals received shall become the property of Sno-Isle Libraries and remain confidential until a contract resulting from this request, if any, is signed by the Executive Director or their designee. After a contract is signed, all Proposals received shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW). Any information contained in the Proposal that is proprietary must be clearly marked or designated as "confidential" in order to be excluded from public records request responses. Only information designated under current state law statutes as appropriate for exclusion from public records exposure may be marked and treated as confidential.



## 8.9 Protest Procedure

Protests may be made only by Consultants who submitted a response to this solicitation document. The Consultant is allowed two (2) business days to file a protest. Protests must be received by the Procurement Specialist no later than 8:00 a.m. on the third business day following the notification of intent to award a contract. Protests may be submitted by e-mail but must be followed by the document with an original signature.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultant under this procurement.

**8.9.1** All protests must be in writing, addressed to the Procurement Specialist, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

**8.9.2** Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the RFP document or Sno-Isle Libraries' policy.

**8.9.3** Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: (1) an evaluator's professional judgment on the quality of a Proposal, or (2) Sno-Isle Libraries' assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by Sno-Isle Libraries. Sno-Isle Libraries' Executive Director or an employee appointed by the Executive Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that also submitted a Proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the Procurement Specialist.

The final determination of the protest as rendered by the Sno-Isle Libraries Executive Director or employee appointed by the Executive Director shall:

**8.9.3.1** Find the protest lacking in merit and uphold Sno-Isle Libraries' action; or

**8.9.3.2** Find only technical or harmless errors in Sno-Isle Libraries' acquisition process and determine Sno-Isle Libraries to be in substantial compliance and reject the protest; or

**8.9.3.3** Find merit in the protest and provide Sno-Isle Libraries options which may include:

- Correct the errors and re-evaluate all Proposals, and/or
- Re-issue the solicitation document and begin a new process,
- Make other findings and determine other courses of action as appropriate.

If Sno-Isle Libraries determines that the protest is without merit, Sno-Isle Libraries may enter into a contract with the apparent successful Consultant. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **8.10 References**

List names, addresses, telephone numbers and e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. Do not include current Sno-Isle Libraries individual staff as references; it is allowed to include previously completed Sno-Isle Libraries' projects as prior work. By submitting a Proposal in response to this RFP, the Consultant grants Sno-Isle Libraries permission to contact these references and others, who from Sno-Isle Libraries' perspective, may have pertinent information.

## **8.11 Responses Become Property of Sno-Isle Libraries**

All materials submitted in response to this request becomes the property of Sno-Isle Libraries. Selection or rejection of a response does not affect this right.

## **8.12 Commercial General Liability Insurance**

Consultant shall procure and keep in force during the term of this Contract Commercial General Liability (CGL) insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Consultant performing any work under this Contract, Consultant shall provide Sno-Isle Libraries with a Certificate of Insurance evidencing the insurance required and, by endorsement to the Consultant's liability policy (ices), naming Sno-Isle Libraries, its officers, employees and agents as Additional Insureds.

It is understood that the whole of the work under this Contract is to be done at the Consultant's risk and that the Consultant has become familiarized with the conditions and other contingencies likely to affect the work and has made the Consultant's Proposal accordingly and that the Consultant is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

Sno-Isle Libraries reserves and retains its rights of subrogation.

### **8.13 Hold Harmless and Indemnification**

The Consultant shall defend, indemnify and save harmless Sno-Isle Libraries, its officers, employees and agents from any and every claim and risk, including suits or proceedings for patent, trademark, copyright or franchise infringements, and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of all property damages of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Consultant or its subcontractors, or their property, employees or agents, upon or in proximity to the property of Sno-Isle Libraries, or any other property upon which the Consultant is performing any work called for or in connection with this Contract, except only of those losses resulting solely from the negligence of Sno-Isle Libraries, its officers, employees and agents.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and Sno-Isle Libraries, its members, officers, employees and agents, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Consultant's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purpose of the indemnification. This waiver has been mutually negotiated by the parties.

If a lawsuit in respect to this hold harmless provision ensues, the Consultant shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Sno-Isle Libraries, its officers, employees, agents and volunteers, the Consultant shall pay the same.

## **9. ATTACHMENTS**

### **Attachment A**

- Scope of Work

### **Attachment B**

- Certifications & Assurances