



**REQUEST FOR PROPOSALS
EMPLOYEE BENEFIT BROKER / CONSULTANT
SERVICES**

Issue Date April 14, 2025

Proposal Due Date: May 1, 2025 by 5 p.m.

Custer County Colorado
615 Rosita Ave / P.O. Box 150
Westcliff, Co. 81252

County Contact: Robert Smith
Email: robert@custercounty-co.gov

Phone: 719-371-1635

Proposal Submittal Requirements:

Proposals must be received no later than May 1, 2025 by 5pm MST.

Proposal received after this date and time will not be considered for award.

The County will accept proposals submitted by overnight delivery or USPS. Custer County is not responsible for delay in delivery caused by carrier service.

The submittal must have the following notation.

RFP TITLE
COMPANY NAME
DUE DATE AND TIME

The County will accept proposals via email. Proposals must be submitted via email with the following notation as in the subject line

RFP TITLE

The body of the email must contain the following information:

COMPANY NAME
RFP TITLE
DUE DATE AND TIME

Deliver proposals to:

Robert Smith – robert@custercounty-co.gov

Project Description

It is the County's desire to identify the Consultant most capable of assisting the County in selecting insurance carriers/administrators for our employee benefit programs these programs include medical, dental, vision and life insurance, AD&D, ancillary benefits, as well as Worker Compensation insurance.

Furthermore, it is the County's desire to identify means by which the County may reduce costs, and where possible maintain or exceed current benefit levels, for current and future participants, while being fiscally responsible.

The County's goals:

Obtain an employee benefits broker/consultant provider to assist Custer County:

- Evaluate potential health care strategic components in the areas of cost and innovation that fit the County's business and demographics.
- Assist Human Resources Department with claim and administrative issues as they arise.
- Act as liaison between County employees and insurance providers.
- Offer technical support through contract and plan document processes with insurance carriers/administrators
- Contain escalating costs.
- Maintain competitive/affordable benefit package.
- Ensure employee access to quality care through broad/easy to access provider network and managed care options.
- Maintain employee choice while limiting plan design options to those best able to offer quality care and utilization controls necessary to meet cost objectives.
- Meet administrative and service needs of employee group and employer.
- Obtain responsive and timely access to quality consultants.
- Develop and implement reporting systems that provide comprehensive data to monitor program costs and usage.
- Maintain regulatory compliance in a proactive manner.
- Focus on employee health and wellness initiatives.
- Form a strong, collaborative partnership with County employees and vendors.
- Provide high quality communication materials to employees.

Assist the County select insurance carrier/administrator for our employee benefit programs, the consultant will be responsible for:

- Develop Benefits RFP to vendors utilizing County's input.
- Print and issue final RFP to qualified respondents.
- Participate and assist in all pre-RFP meetings.
- Compilation of received RFP responses into summary form.
- Assist County in reviewing the RFP responses.
- Present developed recommendation to the Board of County Commissioners for approval.

Services / Scope of Work

- Serve as management consultant on all health plans, ancillary benefits and other related employee benefit programs. Provide advice and assistance reviewing the County's Employee Benefits Program on a continuing basis to ensure that those plans are in compliance with federal, state and local requirements, and that there is adequacy of benefits with respect to other plans. Recommend alternative benefit designs or delivery systems as dictated by emerging plan costs or benefit practices.
- Assist in reviewing and reaffirming or changing the goals and objectives of the benefit design. Notification, monitoring and providing information on pending or new legislation and changes in tax law, as well as benefit and funding trends that may affect the benefits program, applying assumptions to various scenarios. Advise the County of market and business benefit trends and specifically within local government agencies. Recommend appropriate action to be taken by the Program.
- Negotiate favorable costs and services with vendors including semi-annual reports for budgeting and renewal purposes and quarterly reviews for plan management.
- Prepare and review contracts, plan documents including summary plan descriptions, contract, employee summaries, insurance policies and other documents for applicability, accuracy, understandability and legal compliance.
- Prepare funding/cost analysis including projecting funding needs for upcoming fiscal year.
- Maintain records of the financial and claims experience, condition, and progress of the County's plans and provide quarterly reports. Set up strategic meetings, at least bi-annually, with the County.
- Participate with the County when requested in communications and actions with the insurance carriers and oversee the relationship between the County and vendors/carriers to allow for greater flexibility in problem resolution and monitor their performance.
- Help prepare materials and assist Human Resources in conducting employee benefits meetings and open enrollment meetings.
- Educate Human Resources on new products, legislation and trends. Conduct educational seminars for Human Resources on topics such as COBRA, HIPAA and PPACA.
- Be available to attend meetings with County representatives to include management, Board of County Commissioners and vendor meetings, as required.

- Provide a backup service person that is knowledgeable about the County's programs.
- Assist with adjudication of specific claims when requested by the County. Provide comprehensive, objective review of received and processed claims to determine whether the claims are adjudicated according to contractual performance standards, appropriate benefits, and industry standards. Provide liaison services between program and other benefits contractors, including coordination of reporting and assistance resolving claims.
- Participate in appropriate audits of vendors, if requested by the County.

Non-essential Services:

- Perform special projects as requested by the County. Such special projects might include, by way of example and not limitation, a request to:
 - Develop and assist in implementation of new employee benefit programs.
 - Assist in drafting, reviewing, issuing and evaluating Requests for Proposals and Invitations for Bids.
 - Advise the County in contract negotiations and renewals within the consultant's field of experience.
 - Assist the developing the costs associated with various issues involving the benefit plans.
 - Assist with special employee communication projects, which may result from legislative or regulatory changes.
 - Prepare special reports showing claims experience, costs, fees, projections, etc.
 - Provide annual benchmark report comparing six to eight local government agencies, including basic benefits, rates and contribution splits.
 - Negotiate, monitor and define payment structure of performance guarantees.
 - Assist with evaluating options and determining the feasibility of telephone or on-line enrollments and changes in order to facilitate easier, more cost-effective benefit handling procedures and self-service or explore ancillary benefits (i.e. Legal Assistance, Cancer Care Insurance, Long Term Care insurance, etc.)

- Serve as the County's HIPAA, COBRA and PPACA (Patient Protection and Affordable Care Act) compliance coordinator to include assisting with the review and evaluation of HIPAA, COBRA and PPACA compliance procedures.
- Be responsible for maintaining the confidentiality of the County's health claims, records and related data which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County's Employee Benefits Officials.

Current Benefit Programs

Custer County is currently part of a self-funded pool for its medical, dental and vision insurance, life and AD&D insurance. Ancillary - Long-Term Disability, Cancer, and Flex 125 are fully funded through outside carriers. The County has approximately 98 employees enrolled in the benefit programs. The current carriers/administrators are as follows:

Third Party Administrator – Colorado Technical Services Inc.

Medical, Dental, and Prescription Coverage – Blue Cross/Blue Shield
Vision – VSP

Life Insurance, AD&D – Anthem Life

Ancillary - Long Term Disability, Term Life, Cancer Insurance, Limited Benefit
Accident Only Insurance, Flex 125 - Worksite Benefit Specialists, Inc

Workers Compensation Insurance – County Workers' Compensation Pool

Proposal Format

Your proposal should be submitted in the following format:

- Cover letter
- Vendor information Sheet
- Fee schedule
- Screening Questionnaire
- Statement verifying required insurance limits
- Any additional attachments or information desired to be submitted but not required

Proposal Review and Consultant Selection

A proposal review committee consisting of the Board of County Commissioners – Commissioner appointee, Human Resources Director, and Finance Director will review each proposal received. Criteria to be used by committee in evaluating the proposals include those listed below, in no particular order: (Criteria are not weighted)

1. Technical capability and professional competence to perform services.
2. Experience in providing desired services.
3. Adequacy of time commitments of key personnel.
4. Fee for services.
5. Proposal format responsiveness and quality.
6. Compatibility with Custer County operations.
7. Benefits of the Proposal to Custer County.

Tentative Schedule

RFP Advertised and distributed to invitation list – Monday - April 14, 2025

Proposal Submission Deadline – Thursday May 1, 2025

Selected Vendor Interviews: Friday May 9, 2025

BoCC Consideration – Thursday May 15, 2025

Administrative Information

■ Issuing Office: The Custer County Human Resources Director herein is to be the sole point of contact concerning this RFP. Respondents shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

Official Means of Communication: All official communication from the County to responders will be via e-mail. The County will post notices that will include, but not be limited to, any modifications of administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the award.

General Terms & Conditions

1. General. This Request for Proposals does not commit Custer County to enter into an agreement, to pay any costs incurred in the preparation of a proposal or in subsequent exclusive negotiations, or to procure or contract for the service. The County's Legal Department will draft all final agreements and documents that result from this RFP.
2. Modification or Withdrawal of Proposals. At any time prior to the specified time and date set for proposal submission, a proposer or his designated representative may withdraw a proposal. Any proposal modification must be in writing, executed by an authorized person and submitted prior to the proposal submission date.
3. Reservation of Rights by County. The issuance of this RFP and the acceptance of proposals do not constitute an agreement by the County that any agreement will actually be entered into by the County. The County expressly reserves the right to:
 - A. Waive any immaterial defect or informality in any proposal or proposal procedure;
 - B. Reject any or all proposals;
 - C. Reissue a Request for Proposals;
 - D. Procure the service by any other means;
 - E. Extend the date for submission of proposals by notification to all parties who have inquired or otherwise registered an interest in this Request for Proposals.

After the Board of County Commissioners has authorized exclusive negotiations with the respondents who has submitted the selected proposal, it does not commit the County to accept all of the terms of the proposal. Final terms of any agreement will be agreed upon during any negotiations. Negotiations may be terminated for failure to reach mutually acceptable terms.

Indemnification

If a contract is awarded, the successful respondents will be required to indemnify, defend and hold harmless the County from and against any and all liability, claims, suits, demands, actions, proceedings, loss, cost and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of; (1) loss or damage to any property or interest of the County, (2) any damages, injury to person or property, or death of any person arising out of any acts, errors, omissions, work, or services, of the successful respondents, its employees, subleases, agents, representatives, or subcontractors, their employees, agents or representatives, or (3) any worker's compensations claims, unemployment compensation claims or unemployment disability compensation claims of employees of the successful respondents or claims under similar such laws or obligations. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph. Nothing herein, or in any contract entered into by the County, will constitute a waiver of the provisions and protections afforded the County by the Colorado Governmental Immunity Act.

Respondent Acknowledgement _____

Termination

The County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the contractor. The County shall pay all reasonable costs incurred by the contractor up to the date of termination.

When the contractor has not performed or has unsatisfactorily performed the contract, the County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The contractor will be paid for work satisfactorily performed prior to termination. The contract may also be terminated pursuant to the "Availability of Funds" provision contained further in this RFP.

Respondent Acknowledgement _____

Inquiries: Prospective respondents may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the deadline.

- a. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:
 - i. Email: robert@custercounty-co.gov
 - ii. Subject line: RFP Benefit Broker/Consultant Services
- b. Response to Respondents' inquiries will be e-mailed in a timely manner. Respondents cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Insurance and Bonding: The successful respondent shall maintain during the term of the contract, General Comprehensive Liability Insurance of at least \$1,000,000 per occurrence as well as Professional Liability Insurance, errors and omissions, in the amount of \$500,000 naming Custer County as additional insured. Upon request by the County from time to time, the successful respondents shall deliver a certificate of insurance evidencing such coverage. Such insurance policies shall provide among other things, for County to be notified ten (10) days in advance of any cancellation thereof. Failure to provide and continue to force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof

Coverages shall be procured and maintained with forms and insurers acceptable to the County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Coverage shall include:

Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate. Any insurance carried by the County, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by respondent. Respondent shall be solely responsible for any deductible losses under any policy.

Respondent Acknowledgement _____

Modification or Withdrawal of Proposals: Proposals may be modified or withdrawn by the respondent prior to the established due date and time.

Respondent Acknowledgement _____

County Liability: The County shall not be liable to any respondent, entity, or person for the use

of any information contained in this RFP, or for any error or omission that may have been contained in or omitted from this RFP document, or subsequently provided as part of the RFP process. The County reserves the right, if it deems such action to be in its best interests, to reject any and all proposals or to waive any irregularities or informalities therein.

Respondent Acknowledgement _____

Responsibility Determination: The County will make awards only to a responsible respondent. The County reserves the right to assess respondent responsibility at any time in this RFP process and may not make a responsibility determination for every respondent.

Respondent Acknowledgement _____

Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the respondent shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the respondent of all terms and conditions as set forth herein. A respondent shall identify clearly and thoroughly any variations between its proposal and the RFP in a cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

Respondent Acknowledgement _____

Confidential/Proprietary Information: No confidential/proprietary information shall be submitted in response to this Request for Proposal. All proposals will be confidential until a contract is awarded and fully executed; provided that information in proposals may be made public during the review and selection process. Upon award and execution of a contract with the successful respondent, all proposals and documents pertaining to the proposals will be open for public inspection.

Respondent Acknowledgement _____

Acceptance of Proposal Content: The contents of the proposal (including persons specified to

implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful respondent to perform in accordance with these obligations may result in cancellation of the award and such respondent may be removed from future solicitations.

Respondent Acknowledgement _____

RFP Cancellation: The County reserves the right to cancel this RFP at any time, without penalty.

Respondent Acknowledgement _____

Negotiation of Award: In the event only one (1) responsive proposal is received by the County, the County reserves the right to negotiate the award for the services with the respondent submitting the proposal in lieu of accepting the proposal as is.

Respondent Acknowledgement _____

Contract: The selected respondent will enter into a contract with Custer County for this work. The contract will set forth the agreement and responsibilities as outlined in this RFP.

Respondent Acknowledgement _____

RFP Response/Material Ownership: All material submitted regarding this RFP becomes the property of Custer County, unless otherwise noted in the RFP.

Respondent Acknowledgement _____

Incurring Costs: The County is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

Respondent Acknowledgement _____

Utilization of Award by Other Agencies: The Custer County reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the

resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on Custer County in the current term or in any future terms.

Respondent Acknowledgement _____

Non-Discrimination: The respondent shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

Respondent Acknowledgement _____

Taxes: Custer County is exempt from all federal excise taxes and all Colorado state and local government sales and use taxes. Where applicable, contractor will be responsible for payment of such taxes.

Respondent Acknowledgement _____

Assignment and Delegation: Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

Respondent Acknowledgement _____

Availability of Funds: Financial obligations of Custer County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the County.

Respondent Acknowledgement _____

Unlawful Employees: Contractors and Subcontractors: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not subcontract this work.

Respondent Acknowledgement _____

Damages for Breach of Contract: In addition to any other legal or equitable remedy the County may be entitled to for a breach of this Contract, if the County terminates this Contract, in whole

or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the County.

Respondent Acknowledgement _____

Other Statutes

- a. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes, §18-8- 301, et seq. (Bribery and Corrupt Influence) and §18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
- b. The signatory hereto avers that to his/her knowledge, no County employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS §24-18-201 and CRS §24-50-507.

VENDOR INFORMATION SHEET

Organization Name _____

Contact Person's Name _____

Title _____

Address _____

City/State _____

Phone Number _____

Fax Number _____

E-Mail Address _____

Client References

No. of Contract

Company Name

Contact Name

Phone Number

Employees

Start Date

FEE SCHEDULE

The successful consultant will be compensated by the County through a consulting fee. Consequently, all insurance policies will be quoted net of commissions. This consulting fee will be valid for the length of the contract as specified within this RFP document, or may be prorated for periods of time of less than one (1) year.

Annual Consulting Fee: \$ _____

SCREENING QUESTIONNAIRE

1. If your company is awarded this contract, how soon after notification of the award would you be able to have a draft of the RFP for solicitation to Insurance Carriers/Administrators completed?
2. What is the address of the claims office which will service the County?
3. How many personnel will be assigned to this account? Include how much time each will be available to spend on the account. Please submit a resume for each, describing relevant experience, relationship to organization and their areas of expertise.
4. Provide background information on your company, including the firm size, how long it has been in business, and the types and sizes of accounts and services provided. Provide the names, qualifications, and experience of each individual who would work on this account.
5. Does your firm retain full-time employees engaged in specialty areas such as in-house claims and loss control and safety services?
6. Please describe your success in negotiating minimum renewal rate increases.
7. Please list the insurance carriers you have business with. Indicate the premium volume you have with each. Please describe the rapport your firm has with each listed carrier.
8. List those markets in order of preference that you would contact if you were the County's exclusive broker.
9. Describe your familiarity with the health care services available within Custer County, as well as your experience working with limited health care service availability in a small rural community such as Westcliff.
10. Explain your experience working with group plans.
11. Describe in full detail, your experience with partially self-funded insurance plans.
12. List what your firm believes to be the three most important responsibilities of a broker/agent.