



Request for Proposal

**BENEFITS BROKERAGE, CONSULTING &
ACTUARIAL VALUATION SERVICES**

Submission Deadline:
April 9th, 2026, at 12:00 p.m. CST

City of Marion
1225 6th Avenue
Marion, IA 52302
319-743-6304



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

SECTION 1.0 – NOTICE OF REQUEST FOR PROPOSAL (RFP)

OVERVIEW

1.1 The City of Marion, Iowa, hereinafter referred to as the “City”, is seeking proposals from qualified firms to provide comprehensive Benefits Brokerage, Consulting, and Actuarial Valuation Services for the City’s self-funded employee benefit programs.

Services shall include:

- Benefits brokerage and strategic consulting for self-funded medical plans
- Annual actuarial valuation services for:
 - OPEB (Other Post-Employment Benefits)
 - Iowa Code Chapter 509A Certificate of Compliance
 - PCORI fee calculation
- Annual Pharmacy Benefit Manager (PBM) performance audit
- One-time Pharmacy Benefit Manager (PBM) RFP
- Compliance consulting and required federal/state notices
- Benefits communication support (TruHu or something similar) platform integration
- Benefits administration system consulting (Employee Navigator or something similar)
- Compensation and total rewards statement support
- Brokerage of life, long-term disability, dental, vision, and ancillary benefits
- Serve as a proactive strategic advisor by delivering data-driven recommendations, emerging best practices, and cost-containment strategies without reliance on City direction.

CITY OF MARION BACKGROUND

1.2 Marion is one of the Midwest’s fastest growing cities. Located just minutes north of Cedar Rapids; Marion prides itself on being the best place in Iowa to raise a family and grow a business. The city was established in 1839 and is in Linn County, Iowa. Today 40,000+ people call Marion home. The city operates under the council/manager form of government and has done so since 1964. The City Council consists of seven members, including the Mayor.

Marion’s City Council meets in work session on the 1st and 3rd Tuesday of the month. The regular session is held on Thursday following the Tuesday work session.

The City of Marion operates under the council-manager form of government and provides a full range of municipal services including public safety, utilities, infrastructure, transit, library services, and community development.

The City provides benefits to approximately 240 active full-time employees and 15 retirees including:

- Traditional and HDHP Medical insurance (self-funded) administered by Wellmark
 - Plan year is Jan 1 – Dec 31
- Prescription drug coverage
- Dental insurance through Delta Dental



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

- Vision insurance offered by Delta Vision
- Section 125 Flexible Spending Accounts
- Health Savings Accounts with Lively.
- Life and Long-Term Disability insurance through National Insurance Services
- Employee wellness program contracted with Navigate

The City maintains collective bargaining agreements with Police and Fire. Plan design changes may require negotiation.

The City's health plans are non-grandfathered plans under the Patient Protection and Affordable Care Act (ACA).

Retirees are permitted to remain on the City's plan at active employee rates pursuant to Iowa Code, creating an implied subsidy requiring OPEB valuation and disclosure.

CONTACT INFORMATION

- 1.3 The Proposer's principal contact with the City as related to this RFP will be Greg Hosier, Payroll & Benefits Manager.

Contact information:

City of Marion

Attn: Greg Hosier

1225 6th Avenue

Marion, IA 52302

319-743-6304

ghosier@cityofmarion.org



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

SECTION 2.0 - SCHEDULE OF ACTIVITIES

Date of Issuance:	March 13, 2026
Deadline for Questions:	March 27, 2026 - 5:00 P.M. CST
Submission Deadline:	April 9, 2026 - 12:00 P.M. CST
Potential date for Proposer Interview, if needed:	April 22-24, 2026
Target Date for Recommendation to City Manager/Council:	May 21, 2026
Target Date Proposers will be Notified:	May 22, 2026
Submit Questions and Proposal to: ->->->->->	ghosier@cityofmarion.org
	Submit in .pdf format
	Subject line: “RFP – Benefits Brokerage, Consulting & Actuarial Valuation Services – ‘Name of the Proposer’s business’ ”
	OR deliver to
	City of Marion City Hall
	Attn: Greg Hosier
	1225 6 th Avenue
	Marion, IA 52302

SECTION 3.0 – DESCRIPTION OF WORK

The City seeks a qualified firm to provide integrated benefits brokerage, consulting, actuarial services, PBM oversight, compliance support, and employee communications support for the City’s benefit programs.

The City’s objectives include:

- Strengthen financial sustainability and forecasting of the self-funded medical/Rx program.
- Improve vendor accountability and contract performance (especially PBM).
- Meet annual reporting requirements for Iowa Code 509A, OPEB, and PCORI.
- Serve as a proactive and strategic advisor by consistently delivering forward-thinking, data-driven recommendations; identifying emerging industry trends and best practices; advancing cost-containment and risk management strategies; and providing timely market intelligence—without reliance on City prompting.
- Improve employee communication and documentation (including compliance notices).
- Support Total Rewards communication to employees (benefit value statements).



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

3.1 Scope – Brokerage & Consulting Services (Self-Funded Medical/Rx)

The Proposer shall provide services including, but not limited to:

A. Plan strategy, renewal, and forecasting

- Analyze medical and pharmacy claims/utilization trends quarterly and identify key cost drivers, providing actionable recommendations to manage or reduce plan costs.
- Develop plan design options with estimated financial and employee impact
- Support annual renewal strategy including funding/rate setting guidance
- Research and benchmark comparable cities in accordance with the City of Marion policy, including plan design, contributions, and cost trends.
- Provide projections of revenue, claim costs, and adequacy of projected fund balance
- Coordinate with City staff to support decision-making timelines tied to the plan year (Jan–Dec)

B. Stop-loss consulting

- Provide stop-loss contract review and renewal/marketing support
- Assist with retention recommendations, contract terms, reporting expectations, and implementation planning

C. Vendor management and performance

- Coordinate with benefit vendors to address service issues, eligibility discrepancies, and escalations
- Review vendor performance against contracted obligations and advise on corrective actions
- Maintain documentation of issues, resolutions, and recommended improvements

3.2 Scope – Pharmacy Benefits Manager Services

A. Annual PBM performance audit

The Proposer shall conduct an annual PBM performance audit aligned to the City's contract and plan needs, which at minimum addresses:

- Contract compliance (pricing guarantees, administrative fees, rebate guarantees, spread, specialty terms, MAC lists where applicable)
- Operational performance measures and service levels
- Reconciliation approach and identification of potential recoveries or improvements
- Summary report with findings, financial impact estimates where feasible, and remediation recommendations
- Presentation of results to City staff

B. One-time PBM RFP (project)

The Proposer shall provide one-time PBM RFP service including:

- RFP development and bidder management
- Proposal evaluation and comparative analysis
- Finalist interviews/demos, BAFO support, and selection recommendation support
- Contract negotiation support (financial, operational, audit, transparency, and performance guarantees)
- Implementation oversight and stabilization support



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

3.3 Scope – Actuarial Valuation Services

A. Iowa Code Chapter 509A Compliance

The Proposer shall provide actuarial evaluation and reporting required to support the City's annual compliance with Code of Iowa Chapter 509A for a self-funded plan sponsored by a public employer, including:

- Calculation of recommended Incurred but not reported (IBNR)
- Calculation of recommended claim fluctuation reserves
- Certification/opinion regarding adequacy of funding rates (as applicable to the filing/reporting needs)
- Filing-ready deliverables aligned to City fiscal year end reporting timelines

B. OPEB valuation and financial disclosure support

The Proposer shall provide actuarial valuation and disclosure support required for governmental accounting standards related to other post-employment benefits (OPEB), which may include implied subsidy analysis if applicable. Deliverables must be suitable for City finance staff and external auditors.

C. PCORI fee calculation support (self-insured)

The Proposer shall provide annual actuarial and/or technical support for PCORI covered lives calculation and documentation suitable to support City filings and internal controls.

3.4 Compliance Consulting & Required Notices

The Proposer shall provide a compliance support model including:

- Annual compliance calendar with key deadlines applicable to the City's plans
- Support for required federal/state notices, including templates, distribution guidance, and evidence-of-distribution approach
- Guidance on regulatory changes affecting the City's benefits administration and cost (e.g., updates affecting self-funded plans, Rx, reporting)

Note: Unless separately contracted, the Proposer is not providing legal advice; however, the Proposer should coordinate effectively with City legal counsel when needed.

3.5 Benefits Communication, Systems, and Total Rewards

A. Benefits communication support (TruHu or alternative)

The Proposer shall support employee benefit communications and may integrate with TruHu or propose an alternative approach. The proposal must describe:

- Open enrollment communication plan and employee education approach
- Document hosting and notice distribution approach
- Analytics/metrics available to confirm employee engagement and distribution completion where feasible

B. Benefits administration system support (Employee Navigator or alternative)

The Proposer shall support benefit enrollment/administration operations and may integrate with Employee Navigator or propose an alternative. The proposal must describe:

- Enrollment workflows, eligibility controls, reporting, and vendor feed/EDI capabilities



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

- Roles/responsibilities (City vs broker vs platform)
- Data security and support model

C. Compensation / Total Rewards statements (benefit value statements)

The Proposer shall provide annual Total Rewards/compensation statement support focused on employer-provided benefit value components (e.g., employer-paid premiums or equivalent employer costs, City-paid life/LTD, contributions such as HSA if applicable, and other City-paid benefits as defined by the City). The City controls wages/salary data; the Proposer must describe a secure data process.

Please see Appendix A for the link to the City of Marion Benefits website.

SECTION 4.0 - TERM OF CONTRACT

Services are anticipated to begin July 1, 2026, and continue through June 30, 2027; however, the actual start date may be adjusted based on contract award and execution. If service levels meet the requirements outlined in this RFP and are satisfactory to the City, the contract may be renewed for up to four additional one-year periods by mutual agreement of both parties at the rates identified herein.

APPENDIX A – BENEFITS INFORMATION

Here is a link to the City of Marion Benefits Website that provides information about our benefits.

[Benefits Information | City of Marion, IA](#)

SECTION 5.0 – PROPOSAL INFORMATION

5.1 Proposers should completely read the requirements and description of this proposal found in Section 2.0.

The City’s process is designed to identify the qualifications and consulting proposals best aligned to meet the City’s objectives and to enable City staff to make a clear recommendation for a consultant to the City Manager and City Council, if applicable.

- Request for Proposals (RFP) – the prospective provider is required to respond in writing using **Section 5.10 Format of Response**. All proposal information should be contained in the material submitted. The answers will be reviewed by City staff.
- Presentation and Interview – Based on the RFP, City staff may narrow the most responsive proposals to present and interview. Following this review, the final selection will be based on the proposal that best meets the requirements set forth in the RFP and is in the best interest of the City. At the time the City awards an Agreement for Benefits Brokerage, Consulting & Actuarial Valuation Services, it will be based on the proposals received without additional submissions from the provider.

Please ensure the proposal includes contact information for the person who will be representing the service provider through the process and who has the authority to bind the provider.



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

5.2 Addenda

Addenda are any graphic or written instruments issued by the City of Marion prior to the date for receipt of proposals, which modify or interpret this document by additions, deletions, clarifications, or corrections. The City of Marion will try to email all known to have received documents the addenda however it is the proposer’s responsibility to refer to the City of Marion website for the addenda. No addenda will be issued later than April, 2, 2026 except an addendum postponing or withdrawing the request for qualifications.

5.3 Exceptions

Exceptions to any part of the requirements stated in this request must be clearly identified as exceptions in the submitted proposal under the “Exceptions” section.

5.4 Withdrawals

All requests to withdraw or resubmit a proposal must be made in writing to the City of Marion any time prior to the deadline for submittal.

5.5 Proposal Clarification Questions

After reviewing all proposals received in response to this RFP, the City of Marion may develop a list of clarification questions to be addressed by the proposer. The City will email/send these questions to the proposer for clarification. The proposer shall provide a response to the City within five (5) working days following receipt of the inquiry.

5.6 Evaluation Criteria

Evaluation of proposals may be based on, but not limited to, the following criteria: response to specifications, demonstrated expertise and service record, system technical maintainability and usability, financial responsibility/stability of the Supplier, references of the Supplier, new functionalities, pricing schedule, supplier experience, commitment, and demonstrated understanding. The City of Marion reserves the right to further subdivide these categories as follows:

Criteria	Weight (%)
Qualifications & Experience	25%
Actuarial Expertise (OPEB, 509A, PCORI)	15%
PBM Audit & RFP Experience	15%
Technology/communications support	15%
Strategic Consulting Approach	10%
Cost structure	20%
Overall Score	100%



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

5.7 **Evaluation Results**

Based on evaluation results, City staff will determine which proposers, if any, are invited to proceed further in the process. If such option is exercised by the City, a presentation / interview schedule will be determined following the City's review of the proposals. The City will notify the selected proposers of the date and time for its presentation. The quality of the client references would be determined prior to submitting a formal recommendation to the City Manager.

The combined process of the RFP, the presentation and interview, and the client references will enable the City's panel to determine the single most qualified proposer to be awarded the agreement, pending negotiations. If the first chosen proposer does not execute an agreement thirty (30) days after its selection by the City's administration, the City reserves its right to award the agreement to the next most qualified proposer as determined by the City.

5.8 **Acceptance**

The City reserves the right to accept or reject any or all proposals and waive formalities or irregularities in the process. A proposal, once submitted, shall be deemed final and binding on the Proposer, and shall constitute an option with the City of Marion to enter into contract upon the terms set forth in the proposal. All proposals must be valid for 90 days from proposal due date.

5.9 **Proposal Award**

Unless otherwise indicated in the specification for a proposal, the City of Marion reserves the right to award the proposal in whole or in part, by item or by group of items, where such action serves the best interests of the City. Awards will not be made based on price alone. The award will be made as will best promote the City's interest, taking into consideration the qualifications of the proposer; the responsiveness of the proposal in meeting the requirements and specifications; the quality of the materials, equipment, or services to be furnished and their conformity to the specifications; contractual requirements and any additional specific criteria for evaluation included in the RFP.

5.10 **Format of Response**

To facilitate the review process, efforts for conciseness will be well received and carefully considered. The objective is to provide the City with an adequate understanding of your abilities and the extent of services the proposer provides.

Supplemental information (i.e. brochures, sample documents) either requested by the City or considered by the proposer to be appropriate may be included at the end of the RFP. When submitting supplemental information, clearly identify what item number the supplemental information addresses. Although supplemental information may be submitted, the reviewers will focus primarily on written answers.

Proposals should be concise, straightforward, and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following items and be organized in the manner specified on the following pages.



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

- 5.10.1 **Signed Introductory Letter** will include a statement that the proposer “Agrees to all the requirements and conditions stated in the Request for Proposals documents” and will be signed by an officer of the proposer with the authority to enter into an agreement with the City.
- 5.10.2 **Description of Work** proposed for this project will include a recommended timeline and approach. In addition, expectations in Section 3.0 – Description of Work should be addressed.
- 5.10.3 **Profile of the Proposer/Certification (Form A)**
The profile will contain general information regarding the proposer.
- 5.10.4 **Summary of Proposer Qualifications** will include a discussion of relevant similar customers with an emphasis on governmental agencies located within the Marion Metro area and the State of Iowa.
- 5.10.5 **Summary of Team Qualifications** will include the proposed teams for implementation and for ongoing servicing of the City’s program. Key details in staff biographies should include relevant experience and qualifications of the team member in addition to identifying their role within the organization and their role as it relates to this project.
- 5.10.6 **References (Form B)**
To be a qualified proposer, the proposer must include three (3) references with similar services provided in your proposal response. Preference will be given to proposers with references for organizations like the City of Marion. References will be contacted. Please verify information before submitting.
- 5.10.7 **True/False Statements (Form C)**
Proposer must reply to all statements indicating “T” – True or “F” – False.
- 5.10.8 **Exceptions (Form D)**
The proposer shall list any exceptions taken with items or terms required in this proposal.
- 5.10.9 **Cost Proposal (Form E)**
Benefits Brokerage, Consulting & Actuarial valuation services are expected to be flat rate. Proposal should include the total cost.
- 5.10.10 **Proposer Acknowledgement and Acceptance (Form F)**
The proposer is required to acknowledge and accept the terms, conditions, addenda, and specifications outlined in this Request for Proposal (RFP) and the Professional Service Agreement.



**NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP)
BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES**

FORM A – PROFILE OF PROPOSER/CERTIFICATION

Company Name:	
Legal Name (if different):	
Years in Business:	
Years providing Benefits Brokerage, consulting & actuarial valuation services:	
Number of public entities you have provided Benefits Brokerage, consulting & actuarial valuation services to within the last 5 years:	
Contact Person:	
Full Mailing Address:	
Telephone Number:	
Fax Number:	
Email Address:	
Website:	
Number of Full-Time Employees:	
Does your company anticipate any mergers, transfer of ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organizations' ability to carry out its proposal?	



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

FORM B - REFERENCES

To be a qualified proposer, the proposer must include three (3) references with similar services provided in your proposal response. Preference will be given to organizations like the City of Marion. References will be contacted. Please verify information before submitting.

Reference 1

Organization Name:	
Address:	
Type of Business:	
Contact Person:	
Contact e-mail:	
Telephone Number:	
Date of Service Period:	
Description of Service:	

Reference 2

Organization Name:	
Address:	
Type of Business:	
Contact Person:	
Contact e-mail:	
Telephone Number:	
Date of Service Period:	
Description of Service:	



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP)
BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

Reference 3

Organization Name:	
Address:	
Type of Business:	
Contact Person:	
Contact e-mail:	
Telephone Number:	
Date of Service Period:	
Description of Service:	



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

FORM C – TRUE/FALSE STATEMENTS

Proposer must reply to all statements indicating “T” – True or “F” – False. Clarifications or additional details should be included in the clarifications section after the true/false statements.

Statements	T	F
The Proposer will furnish a current dated W9 and contact information to the City before services begin.		
The Proposer will accept Net 45 invoice terms.		
Upon execution of the contract, the service provider will provide a certificate of insurance.		
The Proposer is willing to sign the City’s Professional Service Agreement (template attached herein) without significant modifications.		
The Proposer can comply with the insurance requirements outlined in this RFP or will propose alternative insurance requirements and state the reasons for said alternative.		
The Proposer will provide services on a fee-only basis and will not accept commissions, overrides, contingent compensation, referral fees, or any indirect compensation related to City placements/services.		
The Proposer can provide actuarial services supporting Iowa 509A, OPEB, and PCORI deliverables aligned to the City’s fiscal year end (June 30) and plan year (Jan–Dec).		
The Proposer is able to attend City Council meeting tentatively planned for May 21, 2026, if requested.		
The Proposer can begin work in advance of the new fiscal year, provided the agreement is executed.		
The Proposer is available between April 22-24, 2026 for an interview, if requested.		
Provide clarification if needed for any of the above responses:		

Attach additional pages if needed. Please restate the statement you are responding to.



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

FORM D – EXCEPTIONS

The proposer should list any exceptions taken with items or terms required in this proposal. Attach additional pages if necessary.



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

FORM E – COST PROPOSAL

The service provider shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Proposal all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, freight, and other items necessary to complete the inspection, maintenance or repair, or provide the service requested in accordance with the description of work. The description of work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the work. Actual travel time to and from City facilities is not reimbursable under the contract. Travel costs shall be included in the price as proposed. Extra charges will not be allowed for delivery, mileage, travel or any other type of surcharge.

Pricing must be listed on the table below. Failure to provide complete and accurate pricing may result in proposal disqualification.

Benefits Brokerage, Consulting & Actuarial Valuation	Flat Rate	Total Price
Brokerage & Consulting Services		
Pharmacy Benefits Manager Services		
Actuarial Valuation Services		
Compliance Consulting & Required Notices		
Benefits Communication, Systems, and Total Rewards		
Total All-Inclusive Price		



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

FORM F - PROPOSER ACKNOWLEDGEMENT AND ACCEPTANCE

By signing below, the undersigned, hereinafter referred to as “proposer” and/or “service provider”, certifies that they have read, understand, and agree to all terms, conditions, and specifications outlined in this Request for Proposal (RFP) and the Professional Service Agreement. The proposer further certifies that all information provided in this submission is accurate and complete, and that they are authorized to submit this proposal on behalf of the company.

The proposer acknowledges that submission of this proposal constitutes a firm and binding offer to provide the services as specified, at the prices stated, and in accordance with all requirements set forth in the RFP and the Professional Service Agreement. The proposer further understands that failure to comply with the requirements of this RFP may result in disqualification.

Is your company currently debarred, suspended, or otherwise prohibited from conducting business in the State of Iowa? **(required checkbox)**: Yes No

Safety Record:

Has your company received an OSHA violation in the past five (5) years? **(required checkbox)**

Yes No

If yes, please attach copies of the citations and an explanation of how they have been resolved.

Addenda Acknowledgment

By submitting this proposal, the proposer acknowledges receipt and review of all addenda issued, if any, and confirms that the contents have been considered in the preparation of this response. It is the proposer’s responsibility to ensure they have received and reviewed all applicable addenda prior to submission. **(required checkbox)** Yes No

Company Information:

Authorized Representative: _____

Signature: _____

Title: _____

Phone: _____ Email: _____

Date: _____

Personnel:

Name and title of person overseeing the City account: _____

Office Phone: _____ Mobile: _____ Email: _____



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

STANDARD TERMS AND CONDITIONS

Additions/Deletions of Service

The City reserves the right to add and/or delete services during the term of the Contract. Should a service requirement be deleted, payment to the service provider will be reduced proportionately, in accordance with the proposed price to the amount of service reduced. Should additional services be required from this Contract, prices for such additions will be negotiated between the service provider and the City.

Incurring Costs

The City is not liable for any costs incurred in replying to this solicitation or any travel expenses if invited to an interview.

Contract Negotiations

The City reserves the right to negotiate contract terms after the successful proposer is selected. Selection will be based on the proposal and subsequent interviews, if any; therefore, proposals must be complete.

OSHA Inspections/Citations

Service provider shall notify the Project Manager or designee of any OSHA recordable illness or injuries sustained by the service provider's employees on the City's property and of any OSHA inspections or citations issued related to work conducted on the City's property.

Other Potential Safety Hazards

Service provider shall abide by the requirements of any sign posted in a building that requires the use of specific personal protective equipment that restricts access to qualified or authorized people only, or that establishes other requirements for entry.

Tools and Equipment

The service provider shall be equipped with the normal tools of their trade and shall furnish all labor, tools and all other items necessary for and incidental to executing and completing all required work. Service provider should provide all required tools, equipment, consumable products and testing instruments needed for the job.

Warranties- Work

The service provider shall perform work for the City pertaining to the Project as set forth in the Contract. Service provider represents that the work and all its components shall be free of defects; shall be performed in a manner consistent with other service providers in a similar industry and application; and shall conform to the requirements of the Contract.

Service provider shall be responsible for the quality, technical accuracy, completeness, and coordination of all work performed under the Contract. Service provider shall, promptly and without charge, provide all corrective work necessary because of service provider's acts, errors, or omissions with respect to the quality and accuracy of the work.



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

Service provider shall be responsible for all damages to property or persons as a result of service provider's acts, errors, or omissions, and for any losses or costs to repair or remedy any work undertaken by City based upon the work as a result of any such acts, errors, or omissions. Service provider's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or service provider.

Warranties - Intellectual Property

Service provider represents and warrants that all the materials, goods and work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Service provider or that the service provider has secured all applicable interests, rights, permits or other intellectual property rights in such materials, goods, and work. The service provider represents and warrants that the materials, goods and work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Service provider further represents and warrants that the materials and works do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The service provider represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and work contemplated by the Contract.

Hold Harmless

The firm shall defend, indemnify and hold harmless the City, its officials, employees, agents, service providers, and assigns from any and all claims, demands, causes of action, liability, loss, damage, or injury, both to person and property, arising out of, related to, or connected with arising from the service provider's operations under this contract, whether such operations be by the service provider or by any subcontractor or by anyone directly or indirectly employed by the firm or a subcontractor. This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by or assessed to the City, its officials, employees, agents, service providers, and assigns. The service provider shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its option, defend or settle such claim, demand, or action. The service provider shall have no right of coverage under any existing or future City insurance policies.

The Hold Harmless and Indemnification Agreement will be effective upon execution and of indefinite duration unless otherwise terminated by the City, at the City's sole discretion. The terms of this Agreement shall be binding upon firm's successors and assigns.

Contract Duration And Price Changes

At no point will pricing for goods and services be allowed to rise above stated contract. Additional goods and services may be added during this time for an additional cost if mutually agreed upon.

Contract Documents

The proposer's response to this RFP, response to questions and written addenda will become part of the contractual documents upon signing of contract documents. The order of precedence shall be signed



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

contract, response to follow-up questions, response to addenda and response to the RFP. The most recently dated response to an item will supersede other items referencing the same topic.

Confidentiality Of Information

Throughout the evaluation process, the submitted proposals will be held confidential if so requested by the Proposer. Throughout the evaluation process, the information therein will not be made available to any other party, unless required by law. No debriefings or scoresheets will be released before final recommendation.

After the award, the content of the selected proposal will be considered public information. Any submitted information that is considered a trade secret, rendered confidential via a non-disclosure agreement with the City, or is otherwise confidential, must be so labeled. The City will not disclose material so labeled, unless required by law. In any event, the City will notify the proposer when any such information is disclosed.

All proposal material supplied, including supporting material and information disclosed during the proposal evaluation process, will become the property of the City, and will be retained for internal use. The City reserves the right to retain all proposals submitted and to use an idea in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the proposer selected.

Non-Discrimination

The service provider contractually agrees to administer all functions pursuant to this Agreement without discrimination because of age, color, creed, disability, familial status, gender identity, lawful source of income, marital status, national origin, race, religion, or sex or sexual orientation. Further, the service provider agrees to comply with all applicable provisions in the Federal Americans with Disabilities Act and Civil Rights Act of 1964.

Insurance Requirements

The following insurance requirements are the standard requirements for contracting with the City of Marion. There may be situations or circumstances where a deviation from these requirements is necessary or beneficial. The service provider should note any requested changes to the insurance requirements and state the reasons for said request.

Please issue a certificate of insurance to the City of Marion reflecting at least the following minimum insurance requirements:

GENERAL LIABILITY:

Each Occurrence \$1,000,000
Personal and Advertising Injury \$1,000,000
General Aggregate \$2,000,000
Contractual Liability
Coverage for operations by independent service providers



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

AUTOMOBILE LIABILITY:

Combined Single Limit \$1,000,000
Hired, Owned, and Non-Owned
Liability Contractual Liability

UMBRELLA/EXCESS LIABILITY

Limit: \$1,000,000

WORKERS COMPENSATION:

State Statutory Limits: \$500,000/\$500,000/\$500,000
Waiver of Subrogation in favor of the City of Marion

Additional coverage considerations may be warranted depending on the type/scope of contracted work.

List Certificate Holder Information As:

City of Marion
1225 6th Avenue; Suite 170
Marion, IA 52302

The certificate of insurance should be provided each year upon renewal.

In addition, please name the City of Marion as an additional insured, on a primary and non-contributory basis including a waiver of subrogation in favor of the City of Marion. Our business partners shall defend, indemnify and hold the City of Marion its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of the relationship but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the business partner, its officers, agents or employees.

Taxes

The City of Marion is exempt from sales tax and certain other use taxes. Any charges for taxes will not be included on the invoices before payment is made. The Marion Tax ID number is 42-6004932.

Payment Terms

Payment terms for services authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice and after services are provided, inspected, and accepted and all required documentation and reports are received in a format acceptable to the City.

Proposer must provide contact information in the form of the City vendor registration form and W9 upon award of the contract to purchasing@cityofmarion.org.

Withholding Payment

The City may withhold payment for reasons including, but not limited to the following:



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

- a) Work that is defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the service provider.
- b) Damage for which service provider is liable under the Contract.
- c) Valid lines or claims of lien.
- d) Valid claims of Subcontractors or other people.
- e) Delay in the progress or completion of the work.
- f) Inability of service provider to complete the work.
- g) Failure of service provider to properly complete or document any pay request or invoice.
- h) Any other failure of service provider to perform any of its obligations under the Contract; or
- i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in the Contract.

Service Provider's Employees

Any person making deliveries to or working on City property must be identified by uniform, proper identification or a marked vehicle. The service provider shall only furnish employees who are qualified, proficient and certified or licensed for work under the Contract including proper tools, test instruments and safety equipment.

If, in the opinion of the City, an employee of the service provider is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under the Contract.

Work Schedule

The service provider shall attempt to complete all requested work during standard workweek hours and without the necessity of overtime labor. Should it be determined that work cannot be completed during the course of standard workweek hours, the service provider shall gain authorization from Project Manager or designee for such overtime labor. Authorization must be received prior to commencement of such work.

Subcontracts - Assignments

No part of this project will be subcontracted or assigned without prior written consent of the City, excluding any emergency work. Any Subcontractor or assignee must meet the same qualifications in their field as the prime service provider. Service provider shall be responsible for any payments to Subcontractors. Subcontractors must meet all requirements as specified in this contract (i.e. training, safety, insurance, etc.).

Police Department - Service Provider Security

All service providers and their employees that will be doing work on-site at the Marion Police Department (MPD) facility will be required to adhere to the security procedures of the Police Department in accordance with national standards.



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

PROFESSIONAL SERVICE AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered this _____ day of _____, by and between the **CITY OF MARION**, a municipal corporation of the State of Iowa, hereinafter referred to as "City," and _____ hereinafter referred to as "Service Provider" for services hereinafter described. Together the City and the Service Provider shall collectively be referred to as "the parties" or singularly as "party"

WHEREAS, the City is in need of _____ hereinafter referred to as "Services"; and

WHEREAS, the City solicited proposals for said Services; and

WHEREAS, the Service Provider was determined by the City Council to be the best suited to meet the City's needs for the Services.

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. Duties of the Service Provider: The Service Provider agrees to perform all those duties set forth in the Scope of Work attached as "Exhibit A"
2. Duties of the City: The City agrees to perform the following duties:
 - a. Make payments in accordance with the other provisions of this Agreement.
3. Fees, Billing, and Payment:
 - a. Fees shall be charged in accordance with the Schedule of Fees attached as "Exhibit B."
 - b. The total amount of fees shall not exceed \$_____.
 - c. The Service Provider shall submit regular invoices to the City for work performed pursuant to the terms of this Agreement.
 - d. Payment will be made by the City within forty-five (45) days of receipt of an accurate invoice, approved by the City's contact person or his/her designee.
4. Indemnification and Hold Harmless: The Service Provider agrees to indemnify and hold harmless the City and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising out of negligent or intentional act or error or



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP) BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

- 11. Severability: The parties intend and agree that if any provision of this Agreement or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.
- 12. Assignment: This Agreement shall not be assigned without the prior written consent of the parties.
- 13. Entire Agreement: This Agreement shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Agreement
- 14. Term: This Contract, unless amended as provided herein, shall be in effect until _____.
- 15. Waiver: Waiver of any provision of this agreement shall neither be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect, nor shall any waiver be deemed to constitute a waiver of any other provision, whether or not similar.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands on the day and year first written above.

"CITY":

CITY OF MARION

By: _____
Mayor

Attest: _____
Rachel Bolender, City Clerk



NOTICE TO VENDORS – REQUEST FOR PROPOSAL (RFP)
BENEFITS BROKERAGE, CONSULTING & ACTUARIAL VALUATION SERVICES

"SERVICE PROVIDER":

By: _____
Name: _____
Title: _____