

# CITY OF EL SEGUNDO



## REQUEST FOR PROPOSAL NO. 21-01

### BENEFITS BROKER SERVICES

**RFP Due Date:**

June 2, 2021

**RFP Administrator:**

Maria Cerritos, Purchasing Agent

T: (310) 524-2331

[mcerritos@elsegundo.org](mailto:mcerritos@elsegundo.org)

*Interested parties may obtain a copy of this RFP by contacting the Purchasing Office  
or by accessing the City of El Segundo website:*

<https://www.elsegundo.org/government/departments/city-clerk/bid-rfp>

# RFP INTRODUCTION, INSTRUCTIONS AND TERMS & CONDITIONS



# INTRODUCTION

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## **Objective:**

The City of El Segundo (“City”) is seeking proposers interested in providing Broker and Consultation services for the City’s health benefits program. USI Insurance Services is the City’s current benefits broker, with a direct compensation/commissions arrangement with ancillary plan providers. The City is conducting this Request for Proposals (“RFP”) solicitation to find the most qualified proposer to provide these services to the City under a contract arrangement. The City is interested in a qualified firm capable of taking a creative, innovative approach to the rising costs of health care and employee benefits, while maintaining fiscal responsibility. It is the goal of the City to continue to offer benefit choices to fit employee needs or preferences, to work to provide the level of coverage currently offered at an affordable contribution rate, and to maintain employee satisfaction with these services.

This invitation to submit a proposal is NOT an authorization to approach any insurance market or health benefits program. The City specifically directs that no solicitation of insurance markets or benefits programs be made on behalf of the City.

## **Background:**

Incorporated on January 19, 1917, the City of El Segundo is a General Law city operating under the Council-Manager form of government. El Segundo is part of the South Bay Cities Council of Local Governments, located in the County of Los Angeles and serves a population of approximately 17,000 people. The City covers an area land of approximately 6 square miles, with an additional 6 square miles of ocean and bay waters.

The Human Resources Department oversees the City’s benefit plans including, CalPERS medical, Delta Dental, VSP vision, The Standard life, voluntary life, AD&D and LTD, Health Comp FSA/DCA and Health Reimbursement Arrangement (for retirees), Managed Health Network (MHN) EAP, and Unum Long Term Care. The City employs roughly 362 full- time equivalent employees which includes both full and part time. The City has approximately 80 retirees enrolled in the dental and vision plans and 20 COBRA participants.

## **Definitions:**

The following is an explanation of terms frequently referred to in this document:

- “City”: Refers to the City of El Segundo.
- “Request for Proposal” or “RFP”: Refers to either this document or the solicitation process wherein the City is seeking proposals.
- “Proposal” or “Bid”: The formal response to this solicitation submitted to the City by a Proposer or Proposers.
- “Proposer” or “Bidder”: Refers to the individual, partnership, or corporation that is submitting a proposal in response to this RFP process.
- “Project”: The management and administration of the City’s health benefits program as requested in this solicitation.
- “Shall”: Refers to a mandatory requirement.
- “Consultant” or “Contractor”: Refers to the successful Proposer that is awarded a contract by the City upon conclusion of this RFP process.

- “Contract” or “Agreement”: An agreement with specific terms between the City and one or more parties that creates legal relation in exchange for consideration.
- “Project Administrator”: Human Resources Director, or designee acting as the City representative.

# INSTRUCTIONS

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## **RFP Registration:**

All aspects of this RFP will be managed on the City of El Segundo Bid/RFP webpage. Interested proposers are required to register with the City by using the following URL/link:

<https://www.elsegundo.org/government/departments/city-clerk/bid-rfp/vendor-registration>

After you have registered as a vendor/bidder on the City of El Segundo Bid/RFP webpage, please search for this solicitation (RFP No. 21-01) to register as a bidder for this project specifically. Any and all updates, addenda, questions and answers and changes to this RFP will be distributed through the Bid/RFP webpage. The City shall not be held responsible or liable if interested bidders or proposals do not register for this solicitation specifically and miss any information relevant to this RFP.

## **Submittal Information:**

**Proposals are due on June 2, 2021 at 1 p.m.** It is the sole responsibility of the Bidder to ensure that their Bid is submitted through the City of El Segundo before the stated deadline. The City reserves the right to reject any proposals submitted after the deadline.

Submit to:

City Clerk's Office  
350 Main Street  
El Segundo, CA 90245  
T: (310) 524-2308  
Email: [allcityclerks@elsegundo.org](mailto:allcityclerks@elsegundo.org)

## **Questions, Answers and Addenda to RFP:**

Prior to the RFP submission deadline questions may arise regarding the specifications and procedural or administrative matters. By May 17, 2021 all questions pertaining to this RFP shall be submitted via email to Maria Cerritos [mcerritos@elsegundo.org](mailto:mcerritos@elsegundo.org), with the name of the RFP in the title of the email. If further clarification is required, proposers shall only contact the RFP Administrator; Proposers **shall not** contact any other City staff with questions. The RFP Administrator will provide formal answers to all questions. Changes to the RFP itself shall only be made by the City via formal written addenda. Addenda will be published and distributed through the City website. All addenda shall become a part of the RFP document requiring acknowledgment by the proposer.

It is the sole responsibility of the Proposer to ensure that they have received the entire Request for Proposal, including any and all questions, answers and addenda by visiting the City of El Segundo Bid/RFP webpage.

## **Proposal Evaluation Criteria:**

Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criterion and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criterion and percentage of score as deemed appropriate prior to the commencement of evaluation.

POTENTIAL PROPOSAL EVALUATION CRITERION	
EVALUATION CRITERION	PERCENTAGE OF SCORE
Qualifications and experience of the Proposer.	20%
Clear demonstration of the Proposer's work plan and methodology.	20%
The Proposer's ability to deploy services as requested in the Scope of Services.	20%
The Proposer's recent experience in conducting work for contracts of similar scope, complexity, and magnitude.	20%
Proposed project costs.	20%

The City reserves the right to determine whether or not a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City's opinion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any and all proposals.

**Selection Process:**

The City shall employ a two-step process to select a Consultant for this Project, with an option for a third step, if necessary. In the first step, a panel shall rate all Proposals using the criteria described in this section. Each criterion shall be assigned a unique scoring weight based on the significance of each criterion to the overall success of the Project. **\*IMPORTANT\*** During this step, cost proposals shall remain sealed by the City's Purchasing Agent and withheld from the evaluation panel. Using the evaluation criteria described above, only those proposers receiving 70% or more of the available points shall advance to Step 2. All other proposers will be removed from further consideration for award and their cost proposals shall remain sealed.

In the second step, a cost analysis shall be performed on all cost proposals and/or fee schedules received from the Proposals. A Ratio of Cost score shall be assigned to each Proposal based on the proposed rates.

The City reserves the right to initiate a third step which would involve a panel interview. Firms invited to this third step shall have their panel interviews evaluated and scored, with the interview score combined with the non-cost related scores from the previous two steps, resulting in a new aggregate score.

**Project Schedule:**

The following is a tentative schedule of this entire RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

<b>TENTATIVE PROJECT SCHEDULE</b>	
RFP Published:	May 3 2021
Questions from Proposers Due:	May 17, 2021
Questions and Answers Posted:	May 19, 2021
Proposals Due:	June 2, 2021
Evaluations/Interviews (if applicable)	June 2021
Anticipated Contract Award:	July/August 2021
Anticipated Project Commencement:	September 2021

**Proposal Format:**

Please refer to the Proposal Format Checklist (available for download as an attachment to this RFP) for a comprehensive guide regarding the format of the proposal submittal.

# TERMS AND CONDITIONS

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## **I. Acceptance of Terms and Conditions**

Submission of a Proposal indicates acceptance by the Proposer of the terms, conditions and specifications contained in this RFP and Draft Agreement, unless clearly and specifically stated otherwise in the completed Statement of Compliance.

## **II. Precedence of Terms and Conditions**

All other terms and conditions of the Draft Agreement attached within this RFP are hereby incorporated into the terms and conditions of this RFP. In the event of a conflict of terms and conditions between the RFP document and the Draft Agreement, the terms and conditions expressed in the Draft Agreement shall take precedence.

## **III. Public Record**

Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of El Segundo. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this Project. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the Proposer by written notice to the Purchasing Agent's Office.

## **IV. Availability of Records**

All relevant documents pertaining to this RFP and procurement process shall be made available by the Purchasing Agent's Office upon successful conclusion of the entire procurement process.

## **V. Late Proposals**

Any proposal which is not received by the City Clerk's Office prior to the deadline date and time set forth in this RFP shall not be considered. The City assumes no responsibility or liability for the transmission, delay, or delivery of a proposal by either public or private carriers.

## **VI. Specificity of Information**

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

## **VII. Errors and Omissions**

This RFP cannot identify each specific, individual task required to successfully and completely implement this Project. The City relies on the professionalism and competence of Proposers to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, man-hours, labor, direct and indirect costs, etc. Proposers shall not take advantage of any errors and/or omissions in this RFP document or in the firm's specifications submitted with their proposals. Where such errors or omissions are discovered by the City, full instructions will be given by the City in the form of an addenda.

## **VIII. Proposal Validity**

Unless otherwise noted by the Proposer, all proposals shall be held valid for a period of 180 days.

## **IX. Right of Rejection**

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals, (5) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City, and (8) Negotiate service contract and terms with the successful Proposer.

## **X. Right of Rejection of Lowest Fee Proposal**

The City is under no obligation to award this project to the Proposer offering the lowest fee proposal. Evaluation criteria expressed in this RFP solicitation shall be used in the proposal evaluation process. In evaluating proposals, the City may consider the qualifications of the proposers and whether the proposals comply with the prescribed requirements. The size and scope of the Project at hand may dictate the degree to which Qualifications-Based Selection processes are utilized.

## **XI. Non-Compliance**

Proposers and/or proposals that do not meet the stated requirements for this Project may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the City. During the evaluation process, the City reserves the right to request additional information or clarification from those submitting proposals, and to allow corrections of errors and/or omissions.

## **XII. Exceptions to Proposal Requirements**

Proposers may find instances where they must take exception with certain requirements or specifications of the RFP and/or Draft Agreement. All exceptions shall be clearly identified using the Statement of Compliance, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

## **XIII. Determination of Responsiveness and Responsibility**

The City shall have sole authority in determining the responsiveness and responsibility of any and all Proposals. For Proposals containing exceptions to specifications and/or requirements, the City shall have sole authority in determining the extent to which exceptions affect the responsiveness and responsibility of any and all Proposals.

## **XIV. Obligation to Award**

The City of El Segundo is not obligated to enter into a Contract or Agreement on the basis of any proposal submitted in response to this RFP. City reserves the right to award multiple contracts for

this Project if is deemed most advantageous to the City.

**XV. Bidder Reimbursement Prohibition**

The City will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a contract or purchase order. The City may require the finalist proposer(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the proposer(s). All costs associated with the demonstrations or follow-up interviews are the sole obligation of the proposer(s).

**XVI. Gratuity Prohibition**

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this proposal. Submission of a Proposal indicates Proposer certifies that they have not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.

**XVII. Contact with City Personnel or Entities**

During the RFP procurement process, proposal evaluation process and proposal selection process, the RFP Administrator is to serve as the primary point of contact for any and all matters pertaining to this RFP and Project. Proposers shall not contact any City personnel or entities other than the RFP Administrator or those from the City's Purchasing Office for matters regarding this Project until conclusion of the entire procurement process, which shall be defined as Agreement Award. Unauthorized contact may result in disqualification of Proposals.

**XVIII. Indemnification**

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. Submission of a Proposal indicates Proposer waives the right to claims for damages of any nature, whatsoever, based on the Proposal solicitation and/or selection process.

**XIX. Insurance Requirements**

The selected Contractor(s) for this Project shall be required, prior to the execution of a Contract, to furnish proof of insurance and name the City as an additional insured endorsement, as applicable. The specific insurance types and limits depend on the Project and can be found in the Draft Agreement of this RFP solicitation.

**XX. Compliance with All Applicable Laws**

Proposer declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate Contractor licensing, permits and business licensing.

**XXI. Inclusive Proposal Pricing**

Proposal pricing shall include any and all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the Work or Services as part of the Project described in this RFP. City will not be responsible for reimbursing Contractors for any charges not included in the Proposal pricing that are incurred in securing these requirements. For this project, the City is seeking proposals that are typically represented by a flat annual administration/management fee with no commissions provided to the broker above the contract compensation.

**XXII. Subcontractor/Joint Ventures**

The selected Contractor shall be the Prime Contractor performing the primary functions of the Agreement. If any portion of the Agreement is to be performed by a subcontractor, this must be clearly set forth in the Proposal submittal as to what part(s) is/are to be delegated. The City reserves the right to reject any Proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the Prime Contractor on the awarded Agreement. The Prime Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the City.

**XXIII. Prevailing Wage**

This project is not subject to prevailing wage requirements as set forth by the State of California.

# SCOPE OF SERVICES





## SCOPE OF SERVICES

### **Current Employee Benefit and Provider Information:**

The City provides the following benefits to all full-time employees and employees who qualify based on hours worked under the Affordable Health Care Act.

- CalPERS Medical Plans
- Two voluntary dental plan options – Delta Dental PPO, and Delta Dental HMO
- One voluntary vision plan option – VSP PPO
- City paid life and AD&D and voluntary supplemental life
- Employee Assistance Program (EAP)
- Flexible spending plan (FSA) and Dependent Care (DC) Plans
- Health Reimbursement Arrangement (HRA) for retirees
- Billing for retiree dental and vision, and COBRA billing

### **Medical**

Currently, the City offers CalPERS medical plan options to Active employees, COBRA participants and Retirees. CalPERS Medical Plans as contracted by the City under the Public Employees' Medical and Hospital Care Act (PEMHCA). Currently CalPERS has 12 medical plans for employees to choose from including 8 HMOs and 4 PPOs, one of which is an Association based plan (PORAC).

For active full-time employees, the City currently contributes a dollar amount per month as negotiated by the City and its Collective Bargaining Groups. As a contracting agency with CalPERS and as required by PEMHCA the City also contributes a "medical allowance" to be adjusted annually by CalPERS to reflect any changes in the medical care component of the Consumer Price Index-Urban (CPI-U). Employees contribute to any remaining out of pocket costs on a pre-taxed basis.

COBRA participants and Retirees may participate in any of the medical plan options at their own cost. Retirees pay the full premium cost less the City's contribution which is inclusive of the CalPERS Mandatory Employer Contribution.

### **Dental**

City paid PPO and HMO plan through Delta Dental. Employee participation is voluntary and dependent enrollment is allowed.

COBRA participants and eligible Retirees may participate in either of the dental plan options at their own cost. Eligible Retirees may stay on the vision plan indefinitely. However, if they drop the coverage, they may not return to the plan at a later date.

### **Vision**

City-paid PPO vision plan through VSP for all full-time employees.

COBRA participants and eligible Retirees may also enroll in the vision plans at their own cost. Eligible Retirees may stay on the vision plan indefinitely. However, if they drop the coverage, they may not return to the plan at a later date.



## SCOPE OF SERVICES

### **City paid Life and AD&D with Voluntary Life**

Full Time employees are provided a City paid life and AD&D benefit up to \$50,000. Employees may also purchase additional life insurance for themselves, their spouses, and children. This coverage is provided through The Standard.

### **Employee Assistance Program (EAP)**

The City provides a 3-visit model EAP through Managed Health Network (MHN) to all full-time employees.

### **Flexible Spending Account**

The City provides a voluntary Flexible Spending Plan including dependent care to all full-time employees.

### **Anti-Discrimination Clause**

No respondent of this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

### **Conflict of Interest**

The Proposer shall not have conflicts of interest as to any decisions or revenues (other than that fully disclosed herein) from the results of any decisions or revenues (other than that fully disclosed herein) from the results of any recommendation made on behalf of such Proposer. In addition, the Proposer shall fully disclose any potential conflicts of interest they may have with the City. No salaried officer or employee of the City shall have a financial interest, direct or indirect, in this proposal for services being solicited. A violation of this provision renders the contract void. The Proposer further covenants that in the performance of this contract no person having such interest shall be employed to work on this project.

### **Consultant Minimum Requirements**

Consultant shall be engaged in the business of providing broker and consultation services for health benefits programs for municipalities of similar size to the City for at least five (5) years. The ability to reach viable insurance markets and negotiate favorably on the City's behalf is required.

Assigned staff shall have a minimum of five (5) years of lead experience in administering health benefits programs of like size, type and complexity to the City. Responsiveness, strong communication skills and the ability to successfully resolve issues are key characteristics required of assigned staff. The Consultant shall possess all permits, licenses and professional credentials necessary to perform services as specified under the RFP.

### **Responsibilities and Provisions**

The Benefit Broker will perform a full range of services related to marketing, negotiating, implementing, managing and making recommendations for improvements to the City's employee and retiree benefit programs. A high level of service is required, as well as commitment to meeting

the needs of the City, its employees and retirees.

The minimum scope of services required includes, but is not limited to, the following:

1. General Administration

Consultant shall:

- 1.1 Assist the City in administering the employee and retiree benefit plans, including providing analysis, information, recommendations, and additional consulting services as needed.
- 1.2 Provide documents related to each employee benefit program, including contracts, amendments, endorsements, claims, broker fees and premium data. All information will be reviewed for accuracy before forwarding. Important information/changes will be highlighted, including rationale for changes and recommended action outlined.
- 1.3 Assist with the transition of any new carriers, third party administrators or other vendors.
- 1.4 Assist with development of vendor performance guarantees and evaluate the performance of vendors.
- 1.5 Assist with planning and coordination of vendors for the City's annual employee health fair, retirement seminar, and other benefit educational services at the request of the City.
- 1.6 Gather and analyze data from employees and the City to determine benefit needs, levels of satisfaction and training requirements.
- 1.7 Coordinate with City representatives on labor relations issues concerning the employee benefit programs. Provide consulting advice for union negotiations with consideration of the impact of any proposed changes to plan design, cost sharing, and State or Federal regulations.
- 1.8 Evaluate tax implications of employee benefit changes.
- 1.9 Monitor solvency of insurance carriers.
- 1.10 Assist the City in preparing projected costs for budgeting.
- 1.11 Attend meetings at the request of the City.

2. Marketing

Consultant shall:

- 2.1 At the request of the City, prepare and distribute bid specifications to bidders approved by the City.
- 2.2 Evaluate bids and negotiate with providers on all issues including premiums, benefit levels, retentions, deductibles, policy provisions, claim payment ability, reserve establishment policies, financial soundness and identifying the most cost beneficial package submitted by the various bidders.

- 2.3 Recommend innovative ideas and new products, programs and services to ensure a competitive and cost-effective benefits program.

### 3. Advocacy

Consultant shall:

- 3.1 Intervene and act as an advocate for the City and its employees when disputes or issues arise with insurance carriers, claims administrators or other vendors.
- 3.2 Track and provide reports to the City regarding employee, provider, benefit and claims issues.

### 4. Strategic Planning

Consultant shall:

- 4.1 Provide timely information on national and local employee benefit plan developments that may impact the City and recommend strategies for complying with new regulations.
- 4.2 Provide benchmark comparison data regarding employee benefit costs, projections, trends and plan designs for State and comparable local agencies.
- 4.3 Develop strategic short-term and long-term plans, evaluate performance of plans and recommend alternatives as the environment changes.
- 4.4 Provide ongoing analysis and planning for new approaches to employee health care benefits. Take initiative to bring new ideas to City staff for consideration.

### 5. Reporting

Consultant shall:

- 5.1 Prepare annual "Stewardship Report" summarizing activities for the prior fiscal year, including an outline of services rendered during the year, an accounting for fees charged for services, loss exposure, claims experience and loss control activities, trend analysis, benefit utilization, recommendations or suggestions for policy changes.
- 5.2 Prepare monthly reports that are accurate, timely and useful in providing an ongoing analysis of the programs, including claims experience and claims administration services.

### 6. Communication

Consultant shall:

- 6.1 Assist the City with implementing and communicating new programs or changes to existing programs. This will include attending open enrollment meetings.
- 6.2 As requested, meet with and provide reports to City representatives including Human Resources, City Council, City management, the City's collective bargaining groups and others as designated.

- 6.3 Develop, modify and update employee benefits materials used for open enrollment, meetings/presentations, and educational/promotional materials.
- 6.4 Provide necessary supplies in a timely manner (e.g., insurance brochures, pamphlets, etc.).

**Special Insurance Requirements**

In addition to the other insurance requirements described in the Draft Agreement, the Contractor must also procure and maintain Cyber Liability and Technology E&O Insurance as described in the Draft Agreement.

# DRAFT AGREEMENT

**This Draft Agreement DOES NOT need to be completed and returned as part of your proposal. Rather, you are required to review the Draft Agreement and identify any terms that you do not agree with or need to take exceptions to. These changes and exceptions shall be noted in the Statement of Compliance (available for download as part of this RFP).**





**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF EL SEGUNDO AND**

\_\_\_\_\_

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and \_\_\_\_\_ [name] \_\_\_\_\_, \_\_\_\_\_ [type of organization] \_\_\_\_\_ ("CONSULTANT"). The parties agree as follows:

**1. CONSIDERATION.**

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.

**2. SCOPE OF SERVICES.**

- A. CONSULTANT will perform services listed in the attached Exhibit "\_\_\_\_," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

**3. PERFORMANCE STANDARDS.** While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to

cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONSULTANT agrees that it has:
  - i. Carefully investigated and considered the scope of services to be performed;
  - ii. Carefully considered how the services should be performed; and
  - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

7. **TERM.** The term of this Agreement will be from \_\_\_\_\_, to \_\_\_\_\_. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";

- B. Termination as stated in Section 15.

**8. TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:
  - i. CONSULTANT furnishes proof of insurance as required under Section 22 of this Agreement; and
  - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

**9. TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight (48) hours, in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

**10. CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit: [redacted] : Scope of Work.
- B. Exhibit: [redacted] : Budget
- C. Exhibit: [redacted] Proposal for Services

**11. CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

**12. TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

**13. PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

14. **WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. **TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

16. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

**17. PUBLICATION OF DOCUMENTS.** Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

**18. INDEMNIFICATION.**

**A. CONSULTANT agrees to the following:**

- i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.**
- ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.**

**B.** For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

**C.** It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 22, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

19. **ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

20. **INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

21. **AUDIT OF RECORDS.** CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

**22. INSURANCE.**

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Cyber Liability and Technology E&O	\$2,000,000
Business automobile liability	\$1,000,000

Workers' compensation

Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Cyber Liability Insurance covering (1) all acts, errors, omissions, negligence, infringement of intellectual property; (2) network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or negligence in the handling of confidential information, privacy perils, including coverage for related regulatory defense and penalties; (3) data breach expenses payable whether incurred by CITY or CONSULTANT, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for CITY or on behalf of CITY hereunder
- E. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- F. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, a copy of an Additional Insured Endorsement confirming CITY has been given Insured status under the CONSULTANT's General Liability policy, and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least

a Rating of "A:VII."

- G. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 155.

**23. USE OF SUBCONTRACTORS.** CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

24. **INCIDENTAL TASKS.** CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

25. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

Company Name  
[address]

Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

If to CITY:

City of El Segundo  
350 Main Street  
El Segundo, CA

Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

26. **CONFLICT OF INTEREST.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY’s conflict of interest regulations.

27. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

28. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT’s or CITY’s obligations under this Agreement.

29. **INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

30. **COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

31. **ENTIRE AGREEMENT.** This Agreement, and its Exhibit(s), sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

32. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

33. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

34. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment.

35. **ACCEPTANCE OF ELECTRONIC SIGNATURES.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic (.pdf) or facsimile transmission. Such electronic or facsimile signature will be treated in all respects as having the same effect as an original signature.

36. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

37. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

38. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable

control, then the Agreement will immediately terminate without obligation of either party to the other.

**39. STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[Signatures on next page]

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF EL SEGUNDO

\_\_\_\_ [consultant company name] \_\_\_\_

\_\_\_\_\_  
Scott Mitnick,  
City Manager

\_\_\_\_\_  
[signature]\_\_\_\_\_  
\_\_\_\_\_  
[type name]\_\_\_\_\_

\_\_\_\_\_  
[type title]\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tracy Weaver,  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Hensley,  
City Attorney



## STATEMENT OF COMPLIANCE

The undersigned declares that the Proposal submitted to provide Benefits Broker Services as described in, and in response to City of El Segundo RFP No. 21-01 was prepared in strict compliance with the instructions, conditions, and terms listed in the RFP, Scope of Services and Draft Agreement, with exceptions listed below, if applicable. **At least one box for each item must be checked.**

### RFP Instructions and Terms & Conditions (Check One)

No Exceptions Taken

Exceptions Taken

### Scope of Services (Check One)

No Exceptions Taken

Exceptions Taken

### Draft Agreement (Check One)

No Exceptions Taken

Exceptions Taken

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested rewording of the contractual obligations or suggested change in the RFP, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any Proposals that are not accompanied with the required documentation as described above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Proposer

[ Attach a separate sheet(s) detailing each exception being taken, if applicable]



## PROPOSER QUESTIONNAIRE

The following questions must be answered in your proposal. Your response may follow any format so long as the items below are addressed. Please feel free to include more information than requested, as these questions merely serve as a baseline.

### **Experience & Qualifications**

1	How long have you been in business as a provider of benefits broker services?
2	Provide a narrative confirming your compliance with the Consultant Minimum Standards as set forth in the Scope of Services.
3	Provide at least three (3) references for which you have provided similar administrative services. Include a brief synopsis of the functions administered and contact information for each reference. The City reserves the right to contact any references provided.

### **Project Team/Assigned Personnel**

4	Identify the proposed Project Team that will be assigned to the City. Include a profile of each team member (or resume, if available) and the functions they will be performing specifically.
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### **Reporting Standards**

5	Section 5 of the Scope of Services refers to reports and reporting standards that will be requested of the Consultant. Please provide samples of such reports (redacted, if necessary) so the City can assess the presentation of your reports.
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### **Communications**

6	Section 6 of the Scope of Services refers to communication and benefits information that will be requested of the Consultant to develop. Please provide samples of such reports (redacted, if necessary) so the City can assess the presentation of your communications.
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## PROPOSER QUESTIONNAIRE

### Project Approach

7	Provide a proposed work plan, which shall address every point listed in the Scope of Services. The work plan should demonstrate to the evaluators of this RFP that your firm is fully experienced, qualified and possesses the requisite industry knowledge to be the most effective Benefits Broker for the City.
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# PROPOSER INFORMATION FORM

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## PROPOSER INFORMATION

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PROPOSER/FIRM NAME: \_\_\_\_\_

ADDRESS FOR NOTICES: \_\_\_\_\_

\_\_\_\_\_

MAIN CONTACT (NAME AND TITLE): \_\_\_\_\_

CONTACT NUMBERS: TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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## PROPOSER SIGNATURE AUTHORIZATION AND CERTIFICATION

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Per the California Corporate Code, Business and Professions Code, the Proposer's Bylaws/Operating Agreement and/or the attached Board Resolution (if applicable), I/we hereby verify that I/we am/are (an) authorized signatory(ies) for the aforementioned Contractor and as such am/are authorized to sign and bind the Proposer in contract with the City of El Segundo.

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### 1. PROPOSER AUTHORIZED SIGNATORY(IES):

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SIGNATURE	PRINT NAME	TITLE	DATE
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SIGNATURE	PRINT NAME	TITLE	DATE
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### 2. SIGNATURE AUTHORIZATION IS PROVIDED IN ACCORDANCE WITH:

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Proposer's Bylaws/ Operating Agreement Section \_\_\_\_\_  Copy Attached

Board Resolution  Copy Attached

Corporate or Business and Professions Code\*\*

\*\*If Proposer is a corporation, two (2) authorized signatories will be required on all documents submitted, unless specified in the organization's Bylaws or corporate resolution.

**IMPORTANT NOTE:** If the signature authorization status of any individual changes during the term of the contract, it is the responsibility of the Proposer to contact the City Administrator for the Proposer regarding the change and to complete and submit a new Signature Authorization Form. Incorrect information on file may delay the processing of any of the documents submitted.



# SUBMITTAL FORMAT CHECKLIST

## 1. PRE-PROPOSAL REQUIREMENTS

### **CITY OF EL SEGUNDO BID/RFP WEBPAGE AND DOWNLOAD DOCUMENTS**

Visit <https://www.elsegundo.org/government/departments/city-clerk/bid-rfp> to download all documents.

## 2. PROPOSAL FORMAT

Please submit one (1) digital copy of your proposal to the City Clerk's Office [allcityclerks@elsegundo.org](mailto:allcityclerks@elsegundo.org).

It is the proposer's responsibility to verify that electronic submissions are received by the City Clerk's office by the due date and time. **Proposals should follow the format indicated below:**

### **TECHNICAL RESPONSE**

Using the Proposer Questionnaire as a guide, please provide information relating to your experience, qualifications and technical expertise as they relate to this project. Please consider these questions as a baseline for your response, but more detailed information will be needed as well in order for the City to accurately assess your capabilities.

### **PROOF OF INSURANCE**

Provide documentation showing proof of insurance coverage limits, which must meet or exceed coverage limits detailed in the Draft Agreement (Exhibit C, Section 4). Failure to disclose proof of insurance will result in a Proposal deemed as non-responsive.

### **STATEMENT OF COMPLIANCE**

The Statement of Compliance is attached to this RFP and is available for download from the Portal as part of this RFP.

### **PROPOSER INFORMATION FORM**

The Proposer Information Form is attached to this RFP and is available for download from the Portal as part of this RFP.

## 3. COST FILE

**Please ensure that your Cost File is in a separate section than the rest of your proposal.**

### **COST FILE**

Identify your proposed costs, assuming a one-year contract with optional renewals. For this project, this figure is typically represented by a flat annual administration/management fee. Please be sure to include any annual increases assuming a one-year contract with optional renewals. Any reimbursable expenses must also be included, such as:

- Travel expenses;
- Misc. administrative fees; and
- Hourly rates for key personnel types if misc. projects are requested.

## 4. SUBMISSION INSTRUCTIONS

### **DOWNLOAD AND ACKNOWLEDGE ADDENDA (IF APPLICABLE)**

If issued for this RFP, any active addenda will be posted on the Bid/RFP webpage. Such addenda will need to be acknowledged before your proposal is accepted.

### **ELECTRONICALLY TRANSMIT THE PROPOSAL**

Proposal must be emailed to [allcityclerks@elsegundo.org](mailto:allcityclerks@elsegundo.org) to submit your proposal to the City. It is the proposer's responsibility to verify that electronic submissions are received by the City Clerk's office by the due date and time.