



"The Capital City of the Palm Beaches"

PROCUREMENT DIVISION

401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Tel: 561-822-2100
Fax: 561-822-1564

**Invitation to Negotiate
ITN 10-11-133**

Insurance Brokerage Services/Agent of Record

The City of West Palm Beach, Florida is soliciting proposals from employee benefit insurance brokers/agent of record. Firms must have appropriate experience and qualifications for various responsibilities for the City.

Time is of the essence and any proposal received after 3:00 p.m., Monday, August 15, 2011 whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Official. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the ITN number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for ensuring that their proposal is stamped by Procurement Division office personnel by the deadline indicated.

Interested parties may obtain a copy of this Proposal by contacting the Procurement Division at (561) 822-2100.

All proposals must be delivered or mailed to:

City of West Palm Beach Purchasing Division
Althea Pemsel, MA, C.P.M. Procurement Official
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401

ENVELOPE MUST BE IDENTIFIED AS ITN 10-11-133.

BY: Althea Pemsel
Althea Pemsel, MA, C.P.M.
Procurement Official

PUBLISH: Palm Beach Post
DATE: July 25, 2011

1. PURPOSE

The City of West Palm Beach Human Resources/Benefits office is responsible for providing for the insurance needs of the City (Council Members, Employees and Retirees, etc.). Current enrollment is; **Police-279** employees; 658 total covered lives; 69 Police Retirees; 145 total covered lives, **General Employee Plan-800** employees; 1634 total covered lives, 66 General Employee Retirees; 89 total covered lives. A major portion of this responsibility involves the acquisition of competitively priced insurance coverage from qualified sources, and also includes certain consultation/advisory services, related to the City's insurance needs.

The purpose of this ITN is to select a qualified Employee Benefits Insurance Broker/Agent of Record who will assist the Human Resources Department and represent the City in the marketing of employee benefit insurance and will provide service and consultation regarding each of the City's benefit programs.

2. GENERAL INFORMATION

The City of West Palm Beach is currently reviewing the structure, scope; competitiveness and economic efficiency of its employee benefit insurance coverage's. The City of West Palm Beach will consider creative and innovative approaches that will help the City maintain quality employee benefits without sacrificing fiscal soundness.

The following insurance coverage's are desired in structuring the City's overall employee benefit insurance program as fully insured, minimum premium, self-funded, etc. depending on recommendation of broker/agent of record, cost, etc.:

- a. Health and Dental Insurance
- b. Vision Insurance
- c. Basic Life
- d. AD&D Insurance
- e. Supplemental Life Insurance
- f. Long Term Disability Insurance

Attached as "Exhibit A" are summaries of the City's current employee benefit plans.

Background Information

The City of West Palm Beach, a municipality in Palm Beach County, in Southeast Florida, has a staff of 1450 full-time equivalent employees, serving a population of approximately 100,000 permanent residents.

The City of West Palm Beach offers a comprehensive group benefits program to its employees and their dependents. The core benefit program consists of employer paid or partially paid group health, dental, vision, life, AD&D and long term disability insurance. The City's group health and prescription insurance is a minimum premium plan for general employees currently through CIGNA and a fully insured plan for police employees through Blue Cross of Florida. Group dental, vision, life insurance and long term disability are fully insured.

In addition to the above, the City of West Palm Beach offers ancillary benefits which employees may purchase on a pre/post-tax basis. These benefits include:

- a. Supplemental Life Insurance
- b. AFLAC Insurance Policies
- c. Flexible Spending Accounts (FSA)
- d. Legal Plan

The City of West Palm Beach is seeking an integrated approach to benefits consultation which will include the marketing of the City's benefits insurance program but also the periodic review of the benefit program performance and the offering of recommendations to improve such performance, as necessary.

Scope of Services

The successful firm shall be able to perform or provide the following services. These projects are generally completed once every three (3) years unless alternative time intervals are required. These services shall include but not be limited to:

A. General Services

- 1) Provide dedicated personnel to be the main contact for managing account relationship. The contact will be readily accessible to City Human Resources personnel.
- 2) Provide general and technical guidance on employee benefit issues to include market analysis, trends, contract and statute interpretation and cost containment methods.
- 3) Assist in the development and review of communication materials written by the City's benefit administrators and other participating organizations for content, appearance, compliance and accuracy.
- 4) Assist the City on a regular basis and in a timely manner to provide information, analysis and guidance on any and all aspects of City benefit program policy and administration.
- 5) Provide a qualified representative to attend the City's Health Insurance Committee and employee meetings as requested or needed.
- 6) Review all plan documents for accuracy and compliance with appropriate laws and regulations, appropriateness of items to be included in a Section 125 Plan and review of annual required filings.
- 7) Advise and assist the City in negotiating renewal rates and plan provisions.
- 8) Assist the City in annual enrollment meetings or health fairs as needed.
- 9) Proposers are required to be HIPPA compliant.
- 10) Appraise the City of current issues in the areas of benefits law and administration.

B. Technical Services

- 1) Health Plan Comparison/Utilization Analysis – The broker/agent of record is expected to work with the City in securing and analyzing financial and claims data from each of the carriers on a quarterly basis, and/or as requested by the City, in order to monitor City benefit plans. Once analyzed, the broker/agent of record is expected to provide a summary explanation of the data emphasizing any important trends, emerging problems, etc. Compliance – The broker/agent of record will advise the City on any federally mandated compliance testing requirements relevant to City plans and providing guidance, when requested, in developing testing strategies.
- 2) Self-Funded Programs – The broker/agent of record will provide guidance on the annual budgets, allocations of payroll deductions, stop loss purchases and attachment points for any self-funded programs the City wishes to have.
- 3) Section 125 Plan – The broker/agent of record will participate in the review of all plan documents for accuracy and compliance with appropriate laws and regulations, and appropriateness of items to be included in the plan. Wellness/Disease Management Programs- The broker/consultant will assist the City in evaluation, implementing and measuring the effectiveness of wellness and disease management programs.
- 4) Litigation – On rare occasions, the City may be involved in litigation arising from requests for proposals, contracting, or employee grievances. If such a situation should occur, the broker/agent of record will be expected to assist the City and the administration in proving necessary materials and testify if required.

C. Request for Proposal Services

1. Develop RFP's for various City Benefits programs
 - a. In conjunction with the Human Resources representative, prepare Requests for Proposals in compliance with the City's purchasing requirements, exploring all feasible plan designs, for employee benefit programs as needed.
 - b. Develop evaluation criteria.
 - c. Address any questions from vendors in the RFP process.
 - d. Be present and may be asked to participate at oral interviews.
 - e. Prepare a report analyzing the proposals using the evaluation criteria.
 - f. If requested, prepare recommendations and defense of said recommendations.
2. Appeals – Prepare response to any administrative RFP appeals
 - a. Assist City Attorney in preparation of defense if any litigation should result from the RFP process.
 - b. Testify in court at the request of the City attorney if litigation should result from the RFP process.
3. Contracts
 - a. Assist with the development of contracts with vendors.
 - b. Work with the City attorney to ensure contract legality.
 - c. Conduct any required negotiations of benefits; plan design, premiums rates and performance guarantees.
4. Implementation
 - a. Serve as an intermediary (ombudsman) between the vendors and City during the implementation of new programs.
 - b. Prepare rate-deduction spreadsheets.
 - c. Review new program announcement material for content, appearance, compliance and accuracy.

5. Ongoing Contract Services – It is expected that the broker/agent of record will:
 - a. Participate in negotiations with vendors on proposed rates and benefits changes to existing contracts.
 - b. Audit existing contracts on an annual basis for satisfactory performance and contract compliance.
 - c. Provide quarterly written analysis of the medical plan's claims experience.
 - d. Periodically provide market analysis of current renewal actions for similar sized employers in southwest Florida and analysis of quality of services and value provided by various managed care vendors.

6. Onsite Representative

Onsite Representative – it is expected that the broker/agent of record will:

- a. Provide an onsite representative with at least five (5) years of benefits administration experience to perform benefit administration and other HR functions. Commit to the City that an additional full time (40 hours/week) onsite representative for 52 weeks/year could be provided if the City requests to do so.
- b. Provide a representative that processes knowledge and trained in the electronic enrollment system provided to the City by the broker/agent of record.
- c. Provide a representative that processes knowledge of spreadsheet, PowerPoint and word processing.
- d. Provide a representative that processes experience in providing presentations on insurance for groups.

7. Electronic Enrollment System

Provide the City with an online enrollment system that will integrate with the City's current Oracle system – it is expected that the broker/agent of record will:

- a. Provide the City with a system that is HIPPA compliant, allows secure access to enrollers, track enrollee changes/elections, provide date/time stamp for tracking and have historical data and elections for year to year.
- b. Provide the City with onsite support for enrollment, training of staff and assisting member with online system.
- c. Provide the City with the ability to track beneficiary (primary and contingent) for life insurance (basic and supplemental) and retirement plans.
- d. Provide the City with customer support for staff and employees.

8. Employee Health Center

- a. Provide the City with assistance in evaluating onsite health center management.
- b. Provide the City with claims analysis of health center utilization versus health insurance claims to ensure that health center utilization is impacting health insurance claims.

3. MINIMUM QUALIFICATIONS

Each Proposer must satisfy the following Minimum Requirements to be considered for this solicitation.

Item	Criteria	Minimum Requirements
1.	License	Be licensed in the State of Florida
2.	Experience	Ten years' experience as a licensed insurance broker or brokerage firm.
3.	Capacity	Minimum of five (5) years' experience with at least three (3) municipal accounts with 1000 or more employees and have provided services of the same size, nature, and complexity as the City of West Palm Beach.
4.	Insurance	Evidence of insurance agents' and brokers' errors and omissions insurance with a minimum limit of \$3,000,000.
5.	Representations & Disclosures	Proposer can provide all required representations and disclosures.
6.	Signature	Proposal is signed by an officer authorized to bind the firm.
5.	Receipt	Proposal received in the Procurement Division on or before the due date and time.

4. EVALUATION FACTORS

Each Proposer will be evaluated on the factors listed below.

Item	Criteria	Factors
1.	Access	The successful firm will have the capability to access insurance markets on a regional or national basis to maximize the availability of coverages for the City's consideration. The successful firm shall demonstrate the resources at its disposal as are necessary to fulfill the requirements of the scope of services.
2.	Experience	The successful firm shall demonstrate a proven record of providing services of this type to clients of the same size, nature, and complexity as the City.
3.	Capacity	The successful firm must possess all necessary licenses to perform the above-mentioned services as may be required by the State of Florida.
4.	References	References for Broker of Record Services to Municipalities.

5. QUALIFICATIONS OF PROPOSERS

The City reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Proposer to perform the work.

6. LOBBYING PROHIBITED

As to any matter relating to this ITN, any proposer, team member, or anyone representing a proposer are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, City representative or Contractor, or any other person working on behalf of the City on any matter related to or involved with this ITN. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, Contractors, lobbyists, or any actual or potential subcontractor or Contractor of the proposer and the proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the respondent and team.

The "No-Lobbying" condition is in effect from the date of publication of this ITN and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process for the project or study.

7. TERM OF THE CONTRACT AND RENEWAL

Subject to the termination rights of the City, this Agreement shall have a term of one year (12) months with four (4) additional one year options, commencing on January 1, 2012. At the end of each renewal period the City will negotiate any changes in fees and if an agreement can be reached the contract may be renewed. The City shall have the exclusive right to renew this Agreement solely at the City's discretion. The City will provide written notice to the contractor prior to the expiration of the then-current term. The option to renew shall be exercised only upon a written agreement executed by both parties, and any renewal shall be subject to the appropriation of funds by the City.

8. SMALL BUSINESS PARTICIPATION

A goal for SB participation under this ITN has been set **in the minimum amount of 0%** of the total contract value.

9. INSURANCE

The selected Proposer shall be required to purchase and maintain from a company or companies lawfully authorized to do business in Florida, the following insurance coverages in the minimum amounts specified below and with a maximum deductible of \$25,000 per occurrence::

- A. PUBLIC LIABILITY INSURANCE: proposer to supply the City with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 on account of one accident.
- B. ERRORS AND OMISSIONS INSURANCE: proposer shall furnish proof of errors and omissions insurance in the amount of \$1,000,000.00 or greater.

Certificates of Insurance shall be delivered to City prior to execution of a contract. All certificates for general liability coverages shall name the City as an Additional Insured. The contract may contain additional insurance requirements.

10. USE OF PROPOSAL CONTENTS

All material submitted becomes the property of the City of West Palm Beach. The City has the right to use any or all ideas presented in any reply to this ITN. Selection or rejection of the proposal does not affect this right.

11. CONTRACT AGREEMENT/COMPENSATION

The fee for the services to be rendered will be negotiated with the firm selected and the successful Proposer will be required to enter into a formal agreement with the City of West Palm Beach. At all times during the term of the contract, the successful Proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

The City reserves the right to delete or amend any of the services as listed and described herein.

PROCUREMENT PROCESS

1. Registration

Register with the Procurement Official in order to receive any addenda to this ITN. Please complete the Registration form attached as *Form P-1* and fax or mail to the Procurement Official at the address noted below on or before **5:00 p.m., August 4, 2011**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this ITN to any firm or Proposer not registered for this ITN with the City.

2. Questions / Addenda to the ITN

No interpretation or changes in the scope or meaning of this ITN will be made to any Proposer, orally or otherwise, except at a Pre-Proposal Conference (if applicable) and by written addendum. Questions must be submitted in writing. All responses to questions submitted in writing or at the Pre-Proposal Conference will be issued via addendum to the ITN to all Proposers who are registered with the City for this ITN.

Contact with the Procurement Division is to be for clarification purposes only.

All questions regarding this ITN should be submitted in writing and must be received not later than ten (10) calendar days prior to the closing date for submittal of Proposals, addressed to:

Althea Pemsel, MA, C.P.M. Procurement Official
City of West Palm Beach Procurement Division
401 Clematis Street – 5th floor / Procurement
West Palm Beach, FL 33401
E-Mail: apemsel@wpb.org
Fax: (561) 822-2100

Contact regarding this ITN with any City Commissioner, officer or employee, other than the Procurement Official, is grounds for disqualification.

3. Submittal

Time is of the essence and any Proposals received after 3:00 p.m., Monday, August 18, 2011, will be returned unopened. In accordance with Sec. 66-63 of the City Code of Ordinances, PROPOSALS NOT RECEIVED BY THAT TIME WILL BE REFUSED. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposers are responsible for ensuring that their proposal is clocked as received by the deadline indicated. Details regarding submittal of proposals are contained in the next section of this ITN. Proposals shall comply with the requirements of this ITN.

4. Evaluation

The City may assemble an Evaluation Committee to evaluate the Proposals from Proposers who meet the Minimum Requirements. The Evaluation Committee will convene for a public meeting to rank the most advantageous proposal meeting all the needs of the City and make a recommendation for contract award. The Procurement Official will notify all submitting Proposers and advertise the meeting in the appropriate media as directed by law. The City is not bound by the recommendation of the Evaluation Committee and the Procurement Official may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project.

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this ITN and to any subsequent requests for clarification or additional information made by the City through written addenda to this ITN. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this ITN, may be

disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. The Selection Committee may address questions to and request clarification from the proposers in attendance. Proposers in attendance will be given a brief opportunity to address the Selection Committee prior to the ranking, but no formal presentations shall be made. This requirement is at the sole discretion of the City.

While the City allows Proposers to take variances to the ITN terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

5. Contract

The Procurement Official will notify the Proposer with whom the City will negotiate a contract pursuant to this ITN. Scope, deliverables, schedule and payment terms may be further negotiated. The City's standard contract form is included in this ITN and will generally not be negotiated. However, if the selected proposal identified concerns regarding specific contract terms, the City may agree to negotiate the identified terms. If a contract acceptable to the City cannot be negotiated, the City reserves the right to negotiate with the next ranked proposer.

Within 7 days of receipt of the City's contract, the selected Proposer must execute the City's contract and provide the City with its certificate(s) of insurance for the contract. Inability to meet this requirement may result in delays that will deem the Proposer or proposal to not be in the best interest of the City, and the City may proceed to negotiate with the next best Proposer.

The City reserves the right to award a contract with terms which is most advantageous and in the best interest of the City in achieving the study or project. The City shall be the sole judge of the agreement that is in its best interest and its decision shall be final.

6. Additional Procurement Information

The City may issue written addenda regarding this ITN to all registered Proposers to clarify, comment, correct, supplement, amend or otherwise modify this ITN prior to the submittal deadline for Proposals.

The City may require additional information from one or more Proposers to supplement or clarify the Proposals submitted. The City may conduct investigations with respect to the qualifications and experience of each Proposer and any team members.

The City reserves the right to reject any and all Proposals received either in whole or in part, with or without cause, or to waive any qualification requirement, formalities or deficiencies in any Proposal, if such action is deemed by the City to be in the best interest of City for the project or study.

All Proposals shall become the property of the City and is a part of the public record and shall not be returned. If any information contained in the submittal is considered confidential, proprietary or a trade secret by the Proposer, such information must be identified accordingly on each and every page of the submittal where it is present and justification for such exemption provided to the City. The City will make every reasonable effort to protect such information from disclosure in accordance with applicable law.

This ITN is for guiding your response; it is not to be construed as an offer by the City or its advisors. The contents of this ITN are neither warranted nor guaranteed by the City or its advisors and Contractors. Proposers interested in pursuing this opportunity are urged to make such evaluations as they deem

advisable and to reach independent conclusions concerning statements in this ITN and any supplemental materials based on their own investigation.

It is the intent of the City to select a single Proposer to supply the services necessary for successful completion of the services/work defined in this ITN. Nothing in this ITN is intended to restrict the City of West Palm Beach in any way in the selection of the proposal that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

All costs incurred by any party in responding to this ITN are the sole responsibility of the Proposer.

7. Protest Procedure.

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

The City's determination of the proposal that offers the best value or is in the best interest of and/or is most advantageous to the City is a final determination that may not be appealed.

8. Representations by Submittal of Proposals

By submitting a Proposal, an interested Proposer warrants, represents and declares that:

1. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.
2. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
3. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Proposer.
4. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
5. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list. Proposer certifies that submittal of its proposal does not violate this statute.
6. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

SUBMITTAL OF PROPOSAL

1. General Instructions

Proposer shall submit **one (1) original paper copy, five (5) paper copies, and one (1) electronic copy (on diskette or CD-ROM, in MS Word or searchable PDF)** of the proposal to the Procurement Division, at the time and date specified in the legal notice to:

Althea Pemsel, MA, C.P.M., Procurement Official
City of West Palm Beach Procurement Division
401 Clematis Street – 5th floor
West Palm Beach, FL 33401

Time is of the essence and any Proposals received after the date and time indicated in this ITN, whether by mail or otherwise, will be returned unopened. In accordance with Sec. 66-63 of the City Code of Ordinances, PROPOSALS NOT RECEIVED BY THAT TIME WILL BE REFUSED. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposers are responsible for ensuring that their proposal is clocked as received by the deadline indicated. The City shall in no way be responsible for delays caused by a delivery service or any other occurrence, and such proposals will not be accepted. Offers received by telephone, telegram or facsimile will not be accepted.

No modifications to those proposals already submitted will be permitted prior to award, except in those cases where the City requests more information for clarification and/or enhancement purposes from all of the Proposers.

Only one proposal may be submitted by each Proposer.

Proposals shall be presented in a clear and concise format, on 8 ½" x 11" papers, in English. Each tabbed set shall contain all the information required by this ITN. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the statement.

All Proposals must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**

Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the ITN number, ITN title, deadline date and hour for receipt of Proposals.

2. Proposer's Responsibilities

Each Proposer is required, before submitting its Proposal, to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this ITN. Ignorance on the part of the Proposer will in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this ITN. This ITN constitutes the complete set of specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this package and their Proposal prior to submittal.

3. Checklist

A. Registration: Registration previously submitted on Attachment A, as provided in this ITN.

B. Proposal: The Proposal must be divided into separate sections by tabs as follows. Where indicated, the City forms must be completed and submitted:

1. Proposal Cover Letter
2. Qualifications (Firm)
3. Individual Qualifications
4. Services
5. Attachments A through D (Include in Section 5)
6. References
7. Representations and Disclosures

C. Insurance: Proposer should be prepared to provide certificate(s) of insurance within 3 days of receipt of notice of intent to award.

This checklist is not to be construed as identifying all required submittals for this ITN and the project/study. Each proposer is responsible for reading the entire document to ensure compliance.

Detailed information regarding each proposal section is set forth below.

Section 1: Cover Letter

A cover letter introducing the proposer and including the proposer's name, address, telephone number, facsimile number, e-mail address and web site (if applicable). This letter *must be signed* by the person authorized to bind the firm, company, or corporate entity.

Section 2: Qualifications

Please provide the following information:

1. Provide a brief history and description of your firm. Include a description of resources or services that may be utilized that are not housed in your local office. Separately, provide a description of services and resources that may be introduced to the City of Naples over time that may add value to its employee benefits program or other business objectives.
2. Describe any special expertise your firm has in providing employee benefits and insurance services to clients with similar or related business activities. Include a list of current client relationships (local or otherwise), if not included in your references.
3. Describe your firm's efforts to remain current on business and employee benefit issues relating to the City of West Palm Beach business profile, including industry or association memberships, if applicable.

Section 3: Individual Qualifications

Provide a resume for each individual that will be assigned to work on the City of West Palm Beach account. Include account executives, account managers, marketing personnel, and other specialist that would actively work with the City of Naples. Include an estimate of each key person's allocated time to the City of Naples account. Include an organizational chart identifying the team and reporting structures.

Provide a profile of the proposed account executive's current client assignments. Your response should include the number of accounts, their complexity, and some reference to time allotments for each.

Section 4: Services

1. **Employee Benefits Assessment and Analysis** – Provide a summary of your firm's process in conducting risk assessment and analysis for firms similar to the City of West Palm Beach. Identify resources to be used, if not already part of the proposed service team. Provide samples of internal or external reports that are a product of such assessment and analysis.
2. **Marketing** – Describe your firm's proposed marketing processes and strategies. Provide comment on current program structure and pricing (to the extent possible) with particular emphasis on your firm's assessment of the insurance market. Include identification of resources that are not part of the proposed service team. Provide a suggested listing of markets that may be considered for each major line of coverage.
3. **Data Management** – Provide commentary on the projected needs for the City of West Palm Beach relative to data management and your firm's approach to meeting those needs. Include resources or systems that might be utilized to enhance this area of benefits management.
4. **Program Design** – Provide a brief summary of potential program designs that may be appropriate for the City of West Palm Beach for the major lines of coverage. Include the rationale for your suggestions. Given the information provided, identify your firm's key strategies in evaluating the optimum alternatives for the City of West Palm Beach in the major lines of coverage.
5. **Communications** – Describe formal and informal communication processes for the City of West Palm Beach. Include proposed schedules of key meetings, timelines, and other process mileposts for the proposed client service. Include any proprietary client communications that may be appropriate and available to the City of West Palm Beach to facilitate communications. Describe your firm's capability of producing annual benefit statements and open enrollment communications for employees.

6. **Employee Health Center** – Describe your experience with consulting for groups that provide an onsite health center for their employees. Provide a summary of how your firm evaluates on-site health center management and claims analysis.
6. **Onsite Representative** – Describe your plan for providing an onsite representative for 40 hours per week. Cost for this service should be incorporated into your cost proposal. .
7. **Electronic Enrollment System** – See “Exhibit B” for questionnaire on electronic enrollment system.
8. **Other Services (Optional)** – Provide a brief summary of other services available from your firm that may be appropriate for the City of West Palm Beach’s consideration.
9. **Broker/Agent of Record Compensation** – The City would prefer to have the compensation made thru an agent of record agreement. Please provide details on what percentages of income you would receive for each line of coverage provided in Exhibit A. Provide a detailed analysis of costs for providing the services required, such as online enrollment system, onsite representative, etc.

Section 5. References (Put all Attachments in this Section)

Provide three (3) current client references of similar size, complexity, or with similar needs. Limit your response to those clients that are principally serviced from your local office.

Section 6. Representations and Disclosures

A. By submitting its Proposal, Proposer acknowledges that its Proposal may become part of any contract entered into between the City and Proposer for the project or study.

B. By submitting its Proposal, Proposer shall make the following representations and disclosures, and shall submit *Form P-3*:

1. **Conflict of Interest.** Proposer has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to the scope of services for the Project and any parties to this solicitation or any third parties. Proposer has identified the name of any officer, director, or agent who is also an employee or official of the City of West Palm Beach. Further, Proposer has disclosed the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the Respondent’s firm or any of its affiliates or team members

The existence of any such conflicts of interest will not automatically disqualify any proposing team from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.

2. **Good Faith.** Proposer represents that the Proposal is made without connection with any persons, company or party submitting another proposal, and that it is in all respects fair and in good faith without collusion or fraud.

3. Financial. Proposer certifies that Proposer has not filed for bankruptcy in the past five (5) years.
4. Criminal. Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.
5. Procurement. Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.
6. No Contingency. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this ITN and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
7. Truth in Negotiation. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-Contractors or sub-contractors.
8. Use of Funds. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this ITN will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
9. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of Proposal information to third parties.

GENERAL TERMS AND CONDITIONS

1. Lobbying Prohibited

As to any matter relating to this ITN, any proposer, team member, or anyone representing a proposer are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, City representative or Contractor, or any other person working on behalf of the City on any matter related to or involved with this ITN. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, Contractors, lobbyists, or any actual or potential subcontractor or Contractor of the proposer and the proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the respondent and team.

The "No-Lobbying" condition is in effect from the date of publication of this ITN and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process for the project or study.

2. Ethics Requirements.

No Proposer may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

3. Small Business Program

The City's Small Business Ordinance is set forth in Chapter 66 of the Code of Ordinances and is incorporated herein by reference. Proposers are encouraged to read it in its entirety. Any conflicts between the SB Ordinance and these specifications shall be interpreted pursuant to the SB Ordinance. Please note, regardless of whether a goal is established or not, the City encourages small business participation in *all* of its procurements.

4. News Releases / Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

5. Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records law pertains. Information and materials received by City in connection with all ITNs and proposals shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in its Proposal is exempt from the public records law, and then the Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all material received as public records.

6. Non-discrimination

Proposer shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

7. Rights and Privileges; No Assignment

The selected proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission.

8. Procurement Code

Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this ITN.

9. City as Gatekeeper of Documents

This document is issued directly by the City of West Palm Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the respondent/proposer should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

10. Right to Contract for similar/additional services.

The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this ITN shall remain in affect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

11. Ownership of Documents

The City shall have full ownership and the right to use, reproduces, or modifies, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Proposer. Proposer acknowledges that City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

12. Proposal

The successful Proposer will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

13. Indemnity

Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of the contract by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under the contract may be retained by City until all of City's claims for indemnification have been resolved, and

any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

14. Disclosures and Disclaimers

This Request for Proposals (“ITN”) is being issued by the City of West Palm Beach (hereinafter known as “City”). Any action taken by the City in response to proposals made pursuant to this ITN or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this ITN, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this ITN either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the ITN. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this ITN (each such party being hereinafter known as “Proposer”).

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer’s affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this ITN. Any reliance on the contents of this ITN, or on any communications with City representatives or advisors, shall be at each Proposer’s own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The ITN is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this ITN, or the selection and award process contemplated hereunder. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this ITN. All costs incurred by a Proposer in preparing and responding to this ITN are the sole responsibility of the Proposer. Any recipient of this ITN who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this ITN is at the sole risk and responsibility of the party submitting such proposal.

This ITN is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the ITN is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the ITN, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Proposer shall be made before the City which may include one or more Proposers. Contract negotiation will take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the City may, at its sole option, withdraw this ITN.

The City reserves the right to select the proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any

irregularities and technicalities and may at its discretion request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Proposer.

The City and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of a contract executed by the Proposer and the City. All or any responses to this ITN may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening responses. Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this ITN will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the ITN by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law.

#

Attachments

Attachment A
Attachment B
Attachment C
Attachment D

RSVP and Registration Form
Proposers' Information
Proposers References
Representation and Disclosures

**ATTACHMENT A
RSVP and
REGISTRATION FORM**

Proposers shall complete and return this form to the Procurement Official prior **5:00 P.M. EST August 4, 2011, in order to receive any addenda(s) issued for this ITN.**

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (____) _____ Fax (____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail



**ATTACHMENT B
PROPOSER INFORMATION**

Company Name: _____ FEIN: _____

State of Incorporation: _____ Attach copy of Letter of Incorporation and/or evidence of authorization to do business in Florida and a W9 Form.

Address: _____
Street

City State Zip Code

Telephone: _____ Fax: _____

Principal Contact Person & Title: _____

Contact Telephone Number: _____ Fax: _____

Number of Years Company in Business: _____ years Total Number of Employees: _____

Office Location which would service the account:

Address: _____
Street

City State Zip Code

Contact Name: _____
Print Name and Title

Cell Phone: _____ Fax: _____

E-Mail Address: _____ Tel: _____

Total Number of Employees at this location: _____

Project Manager: Name: _____

Number of years with company: _____

Number of years experience in the profession: _____

Office Location: _____

On-Site Manager: (If Applicable) Name: _____

Number of years with company: _____

Number of years experience in the profession: _____

Office Location: _____



**ATTACHMENT C
PROPOSER REFERENCES**

PROPOSER: _____

List references that services were provided to within the last three (3) years

(1) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Date Contract Began: _____ Length of Contract Term: _____

Annual Dollar Value of Contract: \$ _____

(2) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Date Contract Began: _____ Length of Contract Term: _____

Annual Dollar Value of Contract: \$ _____

(3) Name of Company: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ Contact Fax: _____

Date Contract Began: _____ Length of Contract Term: _____

Annual Dollar Value of Contract: \$ _____



**ATTACHMENT D
REPRESENTATIONS
AND
DISCLOSURE**

ITN No. _____

STATE OF _____ }

COUNTY OF _____ }

} SS:

I am a officer of the Proposer firm, named below, submitting its qualifications under an ITN and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.
2. There are no actual, apparent or potential conflicts of interest with Proposer or any sub-Contractors or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Submittal of Proposer's Proposal is made without connection with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Proposer has not filed for bankruptcy in the past five (5) years.
5. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.
6. Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
7. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this ITN and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.
9. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this ITN will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify or affirm that to the best of my knowledge and belief, the above 9 statements are true.

Proposer Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 2011____
by _____ (name) as _____ (title) of
_____ (Proposer firm), and who is personally known to me
or produced _____
as identification.

Notary Public

Notary Stamp:

In the event Proposer cannot execute this form as drafted, Proposer may substitute a similar Representations and Disclosure certifying to the facts applicable to the Proposer.

Exhibits A and B**

Exhibit A

- General Employee Health and Dental**
- General Employee Health #2**
- Police Employee Health and Dental**
- General and Police Vision**
- Life Insurance – All Employees**
- Supplemental Life Insurance-All Employees**
- Long Term Disability-General Employees**

Exhibit B **On-line Questionnaire**

**Due to the size of these files they are listed on line as a separate file under Exhibits A and B.