



**REQUEST FOR PROPOSALS
INSURANCE BROKERAGE SERVICES**

RFP# 003-14/ED

12300 Forest Hill Boulevard
Wellington, FL 33414

PURCHASING DIVISION
561-791-4055
FAX 561-791-4045



LEGAL NOTICE

REQUEST FOR PROPOSALS (RFP# 003-14/ED – INSURANCE BROKERAGE SERVICES)

The Village of Wellington is accepting sealed proposals from qualified and experienced firms to provide Insurance Brokerage Services for Wellington's employee benefits plan, Property and Casualty, Worker's Compensation Plan and Ancillary Services.

PROPOSAL SUBMISSION

Proposals, one original and one PDF copy (CD) will be received by sealed envelope in the Wellington City Hall Clerk's Office, 12300 Forest Hill Boulevard, Wellington, Florida 33414 on or before **March 12, 2014 at 10:00 AM local Time** at which time they will be opened and read. Proposals received after this time will not be considered and no time extensions will be permitted. Receipt of a response by any Wellington office, receptionist or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. Please clearly mark proposals:

"RFP#003-14/ED– INSURANCE BROKERAGE SERVICES"

Copies of this Proposal Document may be obtained via Onvia at www.demandstar.com or by visiting our website, <http://wellingtonfl.gov> or by contacting Ed De La Vega in the Purchasing Department at (561) 791-4055, edelavega@wellingtonfl.gov beginning on February 10, 2014.

EVALUATION COMMITTEE:

An Evaluation Committee meeting will be held on **April 2, 2014 at 10:00 AM Local Time** at the Wellington City Hall Conference Room 1E/1F, located at 12300 Forest Hill Boulevard, Wellington, FL 33414.

FOR INFORMATION

For information on this Request for Proposal, contact Ed De La Vega in the Purchasing Division, (561) 791-4055.

ACCEPTANCE AND REJECTIONS

Wellington reserves the right to reject any or all proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage to the Wellington.

Publish: Palm Beach Post –
Account #9-657448

INSURANCE BROKERAGE SERVICES

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INSURANCE BROKERAGE SERVICES

TIMELINE

1. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE	LOCATION
Request for proposals (RFP) Advertised	N/A	February 10, 2014	Palm Beach Post; Demandstar.com;
Number of Proposal Copies Including Original	1 original & 1 Copy and 1 electronic (pdf) copy (CD)	N/A	Delivered to Wellington Clerk's Office
Questions from Proposers to Warrant Response/Addendum	6:00 p.m. local time	February 28, 2014	Demandstar.com for final Response/Addendum
Bids Received By – (Deadline & Opening)	10:00 AM Local Time	March 12, 2014	Wellington Clerk's Office 12300 Forest Hill Blvd, Wellington, FL 33414
Evaluation Committee Meeting	10:00 AM Local Time	April 2, 2014	Wellington City Hall 12300 Forest Hill Blvd, Wellington, FL 33414
Posted Notice of Intended Award	Tentative	TBD	Clerk's Office & Demandstar.com & Wellington Website
Contract Award by City Council	Tentative	TBD	N/A

* Dates above are subject to change based on the number of respondents, availability of the members, or other unforeseen circumstances.

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

Notice is hereby given that Request for Proposal submittal packages will be received until **March 12, 2014 at 10:00 AM Local Time**. Mail or deliver all proposals to Clerk's Office, 12300 Forest Hill Blvd., Wellington, Florida 33414. All submittals must be clearly marked on the outside **RFP #003-14/ED – INSURANCE BROKERAGE SERVICES**. Any proposer desiring to provide the required services should submit one (1) original signed in ink and ONE (1) ELECTRONIC PDF COPY (CD) of the RFP Submittal Package including all Requests for Proposal documents as required by RFP # 003-14/ED. Proposals must be completely filled in, signed, sealed, and returned to the Clerk's office on or before the specified time and date.

It is the sole responsibility of the Proposer to ensure that his or her Proposal reaches the Clerk's Office on or before the closing date and time. Wellington shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, e-mail or facsimile shall not be accepted.

Proposers shall not be allowed to modify their Proposals after the opening time and date.

For information concerning this proposal, please contact:

Ed De La Vega – Purchasing Department
Phone: 561-791-4055
Fax: 561-904-5809
edelavega@wellingtonfl.gov

2. TERM OF CONTRACT

The initial term of the contract awarded shall be for the period of three (3) years commencing with the option to renew for three (3) additional one (1) years by mutual agreement between Wellington and the awardee(s). Wellington reserves the right to exercise the option to renew annually, not to exceed a maximum of three (3) years.

The awarded proposer shall be in default of any conditional award if any of the required documents are not submitted in a timely manner and in the form required by Wellington. If the proposer is in default, Wellington, through its designated Purchasing Agent, will void its acceptance of the proposer's offer and may determine to select the next most responsive, responsible proposer or re-solicit RFPs. Wellington, at its sole option, may seek monetary restitution from the defaulting proposer because of damages or excess costs sustained and/or may prohibit the proposer from submitting future bids/proposals for a period of one year.

Wellington reserves the right to extend automatically any contract for a period not to exceed ninety (90) calendar days in order to provide Wellington with continual service while a new contract is solicited, evaluated and/or awarded.

Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, presentation of a response or filed protest as a result of this RFP.

3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):

The successful proposer warrants that the services provided to Wellington shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the successful proposer responsible for same.

4. LIABILITY, INSURANCE, LICENSES, PERMITS:

Where the successful proposer is required to enter or go onto Wellington property to deliver goods, materials, or perform work or services as a result of an RFP award, the successful proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Local, Palm Beach County and Wellington ordinances, orders, codes, laws, rules, regulations, directives, and guidelines. The successful proposer shall be liable for any damages or loss to Wellington occasioned by negligence of the successful proposer (or agent) or any person the successful proposer has designated in the completion of the contract as a result of the proposal of this RFP.

5. CERTIFICATES OF INSURANCE:

The successful proposer(s) will submit to the Village current certificate(s) of insurance in the amount specified in Special Conditions.

6. DEFAULT/FAILURE TO PERFORM:

Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Proposer to meet any terms of this Request for Proposal submittal, related agreement, and work authorization(s) Wellington will notify the successful proposer (3) days (Fridays, Saturdays, Sundays and Holidays excluded) to remedy the default. Failure on the successful proposer's part to correct the default within the required three (3) days shall result in the contract being terminated and upon Wellington notifying in writing the successful proposer of its intentions and the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the contract.
- Failure to begin the work under this contract within the time specified.
- Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.
- Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the contract.
- Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful proposer incapable of performing the work in accordance with and as required by the contract.
- Failure to comply with any of the terms of the contract in any material respect.
- Failure to pay subcontractors or others pursuant to work done under this contract.

In the event of default of a contract, the successful proposer shall pay the entire Wellington's attorney's fees and court costs incurred in collecting any damages. The successful proposer shall pay Wellington for any and all costs incurred in ensuring the completion of the project, subject however to the terms and conditions herein. To the extent of a conflict with this provision and the contract the successful proposer enters into the terms and conditions of the contract shall control.

7. CANCELLATION:

Wellington reserves the right to cancel this contract by written notice to the successful proposer effective the date specified in the notice, and the following will apply:

- The successful proposer is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. In the event the successful proposer is found to be in default, the successful proposer will be paid for all labor and materials provided to the satisfaction of Wellington as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract. The successful proposer waives any claims to the same.
- Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
- Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.

8. BILLING INSTRUCTIONS-AWARDED FIRM:

Invoices, unless otherwise indicated by Wellington's Finance Department must show purchase order numbers and shall be submitted to Accounts Payable, 12300 Forest Hill Boulevard, Wellington, FL 33414. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time. All invoices for fees or other compensation shall be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

9. APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between Wellington and the successful proposer, and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney's fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

10. LEGAL REQUIREMENTS:

Federal, State, County, local and Wellington laws, ordinances, orders, rules, regulations, guidelines, and directives that in any manner affect the items covered herein apply. Lack of knowledge by the successful proposer will in no way be a cause for relief from responsibility.

11. INSURANCE:

During the term of the contract, the successful proposer shall procure and maintain liability and Malpractice coverage and provide a copy of the declarations page from current policies for each of the following types and amounts of insurance:

- a) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident, not less than One Hundred Thousand Dollars (\$100,000) for each disease, and not less than Five Hundred Thousand Dollars (\$500,000) aggregate.
- b) General Liability Insurance with each occurrence limits of not less than Three Hundred Thousand Dollars (\$300,000), personal injury and advertising injury liability of not less than three hundred thousand Dollars (\$300,000), and general aggregate of not less than Three Hundred Thousand Dollars (\$300,000).

- c) Professional Liability/Malpractice/Errors or Omissions Insurance, as appropriate for the type of business engaged in by the Vendor, shall be purchased and maintained by the Vendor with minimum limits of \$1,000,000 per occurrence.
- d) Hired and Non-Hired Vehicles with limits of not less than Five Hundred Thousand Dollars (\$500,000) per claim.

The firm must agree to the terms and conditions in the standard Consultant Agreement and if awarded the contract will agree to provide evidence of required limits on a Certificate of Insurance.

All proposing insurers must be currently authorized to transact business in Florida in accordance with the Florida Department of Insurance rules and regulations and be acceptable to Wellington. Wellington prefers to have all of its insurers maintain an A.M. Best rating of A- or better. Proposals from insurers that do not currently have an AM Best rating, or have a rating less than A- shall include the insurers most recent audited financial statements.

12. RECORDS AND AUDITS:

Successful proposer shall maintain, during the term of the contract, all books of account, receipt invoices, reports, and records in accordance with generally accepted accounting practices and standards (GAAP). The successful proposer shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years.

13. DUTY TO UPDATE RECORDS:

It shall be the responsibility of any individual or firm contracted by Wellington for any Type(s) of Work to notify Wellington promptly of any substantive amendment to the information provided in this Request for Proposal package submittal, as well as to update that information on an annual basis.

14. DISPUTES:

Any actual or prospective Proposer, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints.

The Purchasing Division shall post a tabulation of the solicitation results with intended award recommendations. Posting shall be in the Clerk's Office and shall be on display for public viewing. All bidders, Proposers, offerors or contractors affected by the proposed award of contract will also be notified by the Purchasing Division at the time of posting, via telefax or other means, of the intended award.

Any actual or prospective Proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest to the Purchasing Division. Protestors shall file their written protests with the Purchasing Division between the hours of 7:00 a.m. and 6:00 p.m. (Monday through Thursday). Protests shall contain the name, address and phone number of the petitioner, name of petitioner's representative (if applicable), the name and bid number of the solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest and also the action requested from Wellington.

The written protest must be received no later than 72 consecutive hours (excluding Fridays, Saturdays, Sundays and legal holidays) from the time of initial posting of the Evaluation Committee's recommendation. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, Wellington shall not proceed further with the solicitation or with the award of the bid/contract until all administrative remedies have been exhausted or until Wellington Manager determines that, the award of the bid/contract without delay is necessary to protect the public health, welfare, or safety.

15. LEGAL REQUIREMENTS:

Federal, State, County and Wellington laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

16. PUBLIC ENTITY CRIMES:

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17. CONFLICT OF INTEREST AND CODE OF ETHICS:

The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

18. FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this proposal becomes the property of Wellington. Proposals may be reviewed by any person thirty (30) days after the public opening or after a notice of intent to award has been issued, whichever occurs first. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

19. TIED PROPOSALS:

In the event of an identical tied proposal, preference shall be given in order as follows:

- Headquarters (or principal place of business) within Wellington
- Headquarters (or principal place of business) within Palm Beach County
- If proposals remain tied after items a-b the final tie breaker will be by a coin flip
- If a tie occurs between two non-local vendors, preference shall be given to those firms that have implemented a Drug Free Workplace Program. If the tied non-local vendors all have Drug Free Workplace Programs, then the tie shall be decided by a coin flip.

20. INDEMNIFICATION:

Regardless of the coverage provided by any insurance, the successful bidder/proposer shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder/proposer, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

21. LOBBYING:

All firms are hereby placed on notice that the Council, Selection Committee, and Staff do not wish to be lobbied, either individually or collectively about the project for which the firm has a submitted proposal. During the process, from the proposal publish date to Council selection, no firm or its agent shall contact any member of Council, employee of Wellington, or member of the Selection Committees in reference to this proposal, with the exception of the Purchasing Agent or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award contract to the firm.

22. INQUIRIES/REQUEST FOR CLARIFICATION:

All questions about the meaning or intent of the RFP Documents must be directed, in writing, to Ed DeLaVega, Wellington Purchasing Department, as provided in the advertisement/Request for Proposal. Questions received after February 28, 2014 at 6:00 PM Local Time may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums and request for clarifications will be posted on www.demandstar.com. Demandstar will automatically notify all plan holders of any inquiries, addendums and request for clarifications once posted by Wellington.

23. LOCAL PREFERENCE POLICY:

The Evaluation Committee will take into consideration when making their recommendation the proposer's business location and award additional points to local businesses in accordance with the Wellington's Local Preference Policy found in Resolution No. R2009-91 90 (attached as exhibit). This Preference includes: (A) Western Communities local business with permanent location and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary; (B) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.

24. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:

In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

25. EVALUATION OF WRITTEN PROPOSALS:

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee consisting of five members. Three members are pre-determined from multiple departments with experience and general knowledge. The fourth and fifth members will be selected by the Village Manager or designee and will possess technical expertise on the subject matter. Scoring for the proposals are based on a point total and not a percentage.

Award shall be made to the firm that, in Wellington's judgment, best meets the specified criteria and which, in Wellington's opinion, best accommodates the Wellington's needs and interests. The decision shall rest SOLELY with Wellington and Wellington reserves the right to modify or reject any proposal submitted to it for consideration.

Awards shall be made to firms whose qualifications are determined to be the most advantageous to Wellington. Proposals will be evaluated based on the criteria listed below:

Written Proposal Criteria	Points
1. Qualifications of the Firm	40
2. Approach and Methodology	40
3. Compensation / Pricing	20

Each Selection Committee member will convert the Maximum Available Point score (cardinal number) for each proposer into an ordinal number designating the ranking (as first, second, or third of each proposer. For example:

Cardinal Number	Ordinal Number
100	1
95	2
92	3
91	4
86	5
75	6

The ordinal scores from each Selection Committee member for each proposer, will be added together to calculate a total ordinal score. The proposer with the lowest total ordinal score will be ranked highest for award preference. The proposer with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all proposers are ranked. Wellington may enter into negotiations with the highest ranked firm. In the event that contract negotiations with the highest ranked firm are unsuccessful, Wellington will enter into contract negotiations with the next highest ranked firm until a contract is successfully negotiated.

Upon completion of the technical criteria evaluation, rating and ranking, Wellington may conduct oral interviews with short listed firms. In the event that oral interviews/presentations are desired the scores/rankings from the written proposal process shall not be included in the final ranking for award preference. Only the scores from the oral interviews/rankings shall be used, utilizing the same scoring criteria which were used to initially short-list the firms. Final award shall be made by Wellington Council.

26. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsible and qualified proposals. Prospective proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated independently and options provided will be ranked separately by the selection committee. The contract will be awarded to the most qualified contractor per the evaluation criteria listed below.

Wellington's evaluation criterion may include, but shall not be limited to consideration of the following:

A. Qualification of the Personnel Performing the Services (40 Points Max):

1. . Name, address, and telephone number of the firm
2. Principal company contact
3. Number of years for the firm in the benefit consulting business
4. List the last five (5) contracts held by the firm comparable to this specific project and related experience accomplished by the proposer's firms. Indicate client name, address, telephone number, e-mail address.
5. Provide a list of all of the firm's Public Sector clients
6. Experience of the firm with similar projects. Provide examples of employee benefit projects and products that the Proposer has designed and implemented for clients that:

- a. Saved money
 - b. Improved quality of benefits
 - c. Enhanced benefits
 - d. Increased efficiency
 - e. Were innovative
7. Evidence of possession of required licenses and/or business. Provide the names and positions of each professional to be assigned to this contract, including familiarity with projects similar in nature.
 8. Describe the proposer's approach to organizational management and the responsibilities of the Proposer's management staff personnel assigned to perform the work under this contract.
 9. The estimated amount of involvement expressed as a percentage of time, of each staff member assigned to this contract.
 10. Resumes of academic training and employment in the applicable fields of all professionals assigned to this contract.
 11. Submit an outline of the elements and organizational structure of the team established to manage the project. Include the administrative operation and key personnel and their area of responsibility.
 12. Provide years of experience and background of personnel assigned to Wellington including any projects/contracts comparable and specific to this project.
 13. Financial Capability/Stability: To evaluate the financial ability of the proposer to perform the required services, an individual or corporation financial statement shall accompany this proposal which includes a full fiscal year and current date of income statements and balance sheets. The proposer shall provide a statement of its financial condition as of the close of business as of December 31, 2013, and shall certify that the information provided on the financial statement is true, accurate and complete, correctly reflecting the financial condition of the proposer on the aforementioned date

B. Approach and Methodology (40 Points Max): Include how the Proposer will address all items as specified in the scope of services (Sec. 28 of the RFP) including all on-going and renewal service

C. Compensation/Pricing (20 Points Max): Compensation for all services shall be in the form of commission from carriers/vendors or a flat fee price for the following services:

- **Benefit Plan including Medical and Dental**
- **Property and Casualty**
- **Worker's Compensation**

No additional costs shall be paid by Wellington. The successful proposer will provide annual statement from each carrier, providing full disclosure of compensation earned. Annual disclosure of all direct or indirect earnings shall be required.

(Remainder of page left intentionally blank)

27. INSTRUCTIONS FOR SUBMITTING:

Firms shall submit one (1) original and one (1) copy and one (1) PDF electronic copy of the RFP submittal in a sealed envelope plainly marked: **“Attention: Clerk’s Office, RFP# 003-14/ED – Insurance Brokerage Services”**. The original submittal shall be organized into tabs listed herein and shall be provided in one three ring binder. Electronic copy (CD) of the original shall be provided along with the original binder. The original submittal and each CD shall have the firm’s name, RFP number and title and date clearly displayed on the cover/label.

The proposal must name all persons or entities interested in the proposal as principals. In each proposal by an individual or firm, there shall be stated the name and address of every person having an interest in the proposal; and in the case of a corporation, the names and addresses of its officers. Proposals shall be signed by the person or member of the firm making the proposal, and in the case of a corporation, by an authorized officer or agent subscribing the name of the Corporation and his or her own name. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this RFP.

Tab#1 shall include the signed Proposal Submittal Form attached to the RFP. Tab# 2 shall include the proposer’s acknowledgement to any addendums issued during the RFP process. Tab# 3 shall include the qualifications (including references-form attached). Tab# 4 shall include the firm’s approach and methodology, Tab#5 shall include the compensation to be provided to the Proposer (pricing form attached). Tab#6 through Tab#8 shall include the required forms as described below and included as part of the RFP. Tab# 9 shall include any optional services.

Proposer shall prepare their proposals using the following submittal format:

One (1) original and one (1) copy and one (1) PDF Electronic Copy (CD)

Tab #1 – Proposal Submittal Form/Signed by Authorized Representative

Tab #2 – Acknowledgement of addendums (If Applicable)

Tab #3 – Qualifications of the personnel performing the work (Including References- Form attached and Financial Information) as described in Sec. 26 (a) of the RFP

Tab #4 – Approach and Methodology (as described in 26 (b) of the RFP)

Tab #5 – Compensation and Pricing (as described in Sec. 26 (c) of the RFP)

Tab #6 – Drug Free Workplace

Tab #7 – Local Preference Application

Tab# 8- Conflict of Interest Form

Tab# 9 – Optional Services (If Applicable)

28. REQUIREMENTS/SCOPE OF SERVICES

A. Purpose:

The Village of Wellington seeks to establish a contract for a qualified firm to provide Insurance Brokerage Services. The firm awarded the contract shall be responsible for providing Insurance Brokerage Services for employee benefits including but not limited to: medical and dental plans, Property and Casualty, and Worker's compensation policies, in accordance with Section 28 of the RFP.

B. Eligibility:

Proposals received from firms that have a contractual relationship with a group health carrier, dental or vision that would preclude the firm from being unbiased in the services provided to Wellington will not be considered for evaluation and shall be deemed non-responsive. The awarded firm shall not receive any fees, commissions or other benefits for the insurance carrier/firms that may propose on any of Wellington's RFPs or from an awarded carrier, unless disclosed in advance to Wellington in the proposal submittal.

C. General Employee and Benefit Plan Information:

1. Current health insurance premium - \$4,098,628
2. Approximately 260 full time covered employees
3. All employees are located in Florida
4. Plan year January 1 – December 31
5. Health insurance Benefits
6. Dental Insurance Benefits (self-insured)
7. Short-Term Disability
8. Long-Term Disability
9. Life and AD&D Insurance
10. Flexible Spending accounts
11. Wellness Program
12. Voluntary Life and AD&D Insurance
13. Vision
14. Voluntary Supplemental Insurance
15. Health Reimbursement Accounts (HRA)
16. Retirement Accounts
17. Group Life and AD&D Insurance
18. Prepaid Legal Services
19. Employee Assistance Programs (EAP)

D. Scope of Services – Benefit Plan

This section outlines the products and services that Wellington expects to receive from a qualified firm as a subject matter expert. Such firm shall assist in the design and implementation of a comprehensive employee benefits program for calendar year 2015 and beyond.

ON-GOING SERVICES FOR HEALTH INSURANCE

1. Monitor the programs' operations throughout the year to ensure that benefit providers are meeting all customer service requirements and standards.
2. Provide ongoing administrative support, as requested, by acting as a liaison between Wellington and providers to assist promptly with resolving claim disputes, contract administration and interpretations, and other issues.
3. Provide dedicated personnel as the primary contact for managing the account relationship with Wellington (specify names and areas of responsibility for each person).

4. Meet with specific Wellington staff throughout the year as reasonably necessary (minimum is quarterly).
5. Coordinate annual audits of Wellington's benefits plans and associated vendors and prepare annual financial reports on the results of the completed plan year.
6. Prepare and deliver any necessary reports to Wellington Employee Benefits Administrator, including, but not limited to, reports showing claims experience at intervals acceptable to Wellington.
7. Provide advice and assistance in the review Wellington employee health and medical benefits program on a continuing basis to ensure that those plans are in compliance with state/federal requirements and their adequacy of benefits with respect to other plans.
8. Track, monitor and provide information or changes on any pending or new legislation whether state or Federal, including the Affordable Care Act, to the Village, as well as any employee benefit and funding trends that may affect the benefits program, as well as HIPAA, COBRA, etc.
9. Advise and assist Wellington as requested with:
 - a. Writing employee benefits plan modifications and/or new benefits plans and any required amendment approval process;
 - b. Submission of written reports and other documents as required by the state and/or federal government;
 - c. Coordination of the annual employee wellness fair;
 - d. Monthly New Hire Benefits Orientation including coordination of benefit providers;
 - e. Open Enrollment including coordination of benefit providers;
 - f. Partnership and guidance for the Wellness Committee to provide effective and relevant programming.
10. Perform special projects as requested by Wellington, including but not limited to:
 - a. Development and assistance in the implementation of new insurance plans;
 - b. Assistance with adjudication of specific claims as requested by Wellington;
 - c. Recommendation of alternative benefit designs or delivery systems as dictated by emerging plan costs or benefits practices.
11. COBRA administration including notification and tracking.
12. Retiree benefit administration.
13. Bloodborne Pathogen Plan (for Hepatitis B) including tracking, notification, and education.
14. Ensure personnel availability for meetings, phone calls, and e-mail correspondence as required.
15. Maintain the confidentiality of Wellington records and data where applicable under federal and state laws.
16. Provide assistance with any employee related Health Clinic solicitation and implementation.
17. Provide the ability for on-line employee benefits registration (On-line portal)
18. Perform other related services on an "as needed basis"

RENEWAL YEAR SERVICES

1. Assist with annual open enrollment and provide the ability for on-line registration (On-line portal)
2. Using current Wellington health and medical benefit plans as benchmarks, research, design and propose employee benefit plans for Wellington as appropriate.
3. Meet with Wellington as necessary to discuss benefit plan options and establish goals and objectives for Wellington's Benefits program.
4. Provide analysis of renewal of current plan, reviewing past performance.
5. Review additional available cost savings plan alternatives and creative funding options.
6. Determine the appropriate employee and employer benefit contribution levels.
7. Review and recommend annual contribution strategy from active participants and retirees.
8. Provide Wellington with information on what other municipalities of comparable size and location will be doing with their benefits in the upcoming plan year.
9. Conduct renewal negotiations and develop appropriate information for management purposes.
10. Upon Wellington's request, assist in coordinating a comprehensive "Request for Proposal" (RFP) a brokerage process to identify potential high quality Benefits vendors, according to established Wellington guidelines. The scope of this RFP may include, but is not limited to: Medical, Dental, Vision, Basic Life, Voluntary Life, Accidental Death and Dismemberment, Short Term and Long Term Disability insurance providers.
11. Act as Lead Negotiator and Consultant to Wellington during benefit contract negotiations and renewals.
12. Prepare and present a written analytical report of the proposals received including recommendation(s) and supporting documentation for recommendations.
13. Review plan documents (employee booklets) and master contracts before adoption and printing.
14. Assist with the planning and implementation of selected changes including transition from the current to new vendors, the renewal proposal, and other benefits changes.
15. Assist with developing Wellington employee benefit program communication materials. Coordinate the design, printing and production of those materials, as edited and approved by the Wellington's Benefits Administrator.
16. Advise and assist Wellington Employee Benefits Administrator with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance.
17. Assist Wellington with the development of performance guarantees relating to vendors' performance of services to Wellington, and evaluation of the performance of vendors.

E. General Property and Casualty and Worker's Compensation Plan Information:

1. Plan Year October 1 through September 30
2. Estimated Total Insured Property Value \$78,967,000
3. Estimated Payroll \$15,937,048

F. Scope of Services – General Property and Casualty And Worker’s Compensation

This section outlines the products and services that Wellington expects to receive from a qualified firm as a subject matter expert. Such firm shall assist in the design and implementation of a comprehensive General Property and Casualty and Worker’s Compensation Plan for fiscal year 2015 and beyond.

ON-GOING SERVICES FOR GENERAL PROPERTY AND CASUALTY / WORKER’S COMPENSATION

1. Assist with establishing written policies and procedures for professional liability claims
2. Assist with establishing property loss, incident and accident reporting procedures
3. Provide the Village with various program options; including but not limited to limits, coverage, retention levels, terms, conditions and payment options.
4. Providing training and education to staff and others working with the Village regarding risk management and reporting procedures.
5. Work with adjusters, appraisers, investigators, staff and attorneys to research losses, accidents, incidents and claims.
6. Provide assistance to staff and management with initial claim loss review and coordination
7. Review losses, accidents, claims and incidents upon request from the Village staff and or management
8. Assist in claim filing and notification to insurance carriers
9. Act as liaison to adjuster to facilitate closing of claims
10. Assist with restitution recoveries and in-house subrogation as needed
11. Provide claims services on behalf of the Village as it relates to hurricane damage on an as needed basis and claims mitigation
12. Assist with safety committee, safety inspections, safety training, and all aspects of safety administration.

LEGAL ADMINISTRATION SUPPORT

1. Act as liaison to claimant/plaintiff attorney or legal representative and insurance carrier assigned, coordinate with Village’s legal counsel as requested or necessary
2. Assist with compilation of Requests to Produce and other discovery requests
3. Assist with scheduling of depositions and discovery requests
4. Assist with mediation following through to claim settlement
5. Assist in any other support role as may be necessary or requested by the Village staff and or management

ANALYTICAL SERVICES

1. Provide projected coverage costs for budgetary purposes
2. Review quarterly losses and assess reserves with adjuster, staff or management of the Village as necessary
3. Assist with annual property appraisals and assist with coverage issues resulting from the same
4. Review contracts for coverage sufficiency
5. Review certificates of insurance to ensure adequate levels of coverage
6. Assist with compilation of property schedules

7. Assist in the production of RFP's for property, casualty and liability coverage and other coverage(s) on behalf of the Village
8. Assist the Village in the evaluation of RFP's bid proposals and related matters consistent with the needs of the Village
9. Prepare written recommendations for coverage
10. Present evaluation recommendations to management, staff and the Village Council as needed
11. Have an account executive(s) assigned to the Village's account that will be responsible for communication with the Village. The individual, along with any team members must be available on a daily basis to the Village for advise and consultation on Program related issues and concerns as they arise
12. Review any insurance company audits for accuracy
13. Maintain accurate claims loss reports
14. Act as a liaison between any loss professional and the carrier relating to the Program; and perform facility on-site inspections as requested by the Village. Maintain copies of all inspection reports issued for facilities and provide recommendations for safety control measures.
15. Attend employee safety meetings with the Village's safety committee, as requested.
16. Any other related services as required by the Village

OPTIONAL SERVICES FOR HUMAN RESOURCES

This section outlines optional products and services that Wellington may request to receive from a qualified firm as a subject matter expert. The optional services will not be utilized by the selection committee as a basis for recommendation/award. Any firm interested in providing such services, please include in Tab #9, a brief description of services available and fees to perform the services. (Form Attached on page 22)

1. Provide FMLA administration including tracking and notifications
2. Complete monthly carrier invoicing and reconciliation
3. Coordinate and execute testing including but not limited to:
 - a. Random drug testing
 - b. Annual Motor Vehicle checks
 - c. Bi-annual Background Screening

PRICING SCHEDULE (Tab #5)

Proposers shall provide both a commission rate and flat fee rate for the services listed below. The Selection Committee shall utilize all pricing submitted as a basis for evaluation.

BENEFIT PLAN INCLUDING MEDICAL AND DENTAL:

Commission	%
Flat - Fee	\$

PROPERTY AND CASUALTY:

Commission	%
Flat - Fee	\$

WORKER'S COMPENSATION:

Commission	%
Flat - Fee	\$

OPTIONAL SERVICES (Tab #9)

OPTIONAL SERVICES FOR HUMAN RESOURCES:

Flat - Fee	\$
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Wellington may request to receive optional products and services from a qualified firm as a subject matter expert. The optional services will not be utilized by the selection committee as a basis for recommendation/award. Any firm interested in providing such services, please include in Tab #9, a brief description of services available and fees to perform the services. (Form Attached on page 21)

PROPOSAL CHECK LIST

Please check each item and make sure that all required information is included in your Proposal submission. Failure to submit this information may result in your submission being rejected as being a non-responsive and responsible Proposer.

YES___ NO___ 1. Proposal Submittal Form

YES___ NO___ 2. Acknowledgment of Addendums

YES___ NO___ 3. Qualification of the personnel performing the Work (Including References and Firm Financials)

YES___ NO___ 4. Approach and Methodology

YES___ NO___ 5. Firm's Experience

YES___ NO___ 6. Compensation/Pricing

YES___ NO___ 7. Drug Free Workplace

YES___ NO___ 8. Local Preference Application

YES___ NO___ 9. Conflict of Interest Form

YES___ NO___ 10. Optional Services (If Applicable)

YES___ NO___ 11. Original and one (1) PDF Electronic copy (CD)

PROPOSAL SUBMITTAL FORM (TAB #1)

To:
Wellington
12300 W. Forest Hill Boulevard
Wellington, Florida 33414

_____ agrees to provide
(Vendor)
Insurance Brokerage Services to Wellington as defined in this RFP in accordance with the requirements of the
Specifications and RFP # 003-14/ED Documents.

The undersigned Proposer has carefully examined the Specifications and Proposal/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and RFP Documents, in the manner prescribed therein and to the standards of quality and performance established by the RFP.

The undersigned agrees to the right of Wellington to hold all Proposals for a period not to exceed 180 days after the date of Proposal opening stated in the RFP.

The undersigned accepts the payment policies specified in the RFP documents.

The undersigned agrees that within fifteen (15) days from the date of acceptance of this Proposal, to execute the agreement and provide the required certificates of insurance.

Dated this _____ day of _____, _____
(Month) (Year)

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Social Security Number or Taxpayer Identification Number: _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer (EIN) Identification Number: _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

ADDENDA RECEIPT VERIFICATION

Proposer acknowledges the receipt of Addenda Nos. _____

REFERENCE FORM (To be included with TAB#3)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER		
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:

DRUG FREE WORKPLACE (TAB #6)

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by Wellington for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

LOCAL PREFERENCE APPLICATION (TAB #7)

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY (SECTION 2.12.F OF WELLINGTON'S PURCHASING AND PROCUREMENT MANUAL)

Wellington gives preference to local businesses in certain purchasing situations as set forth in Section 2.12(F) of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Section 2.12.F(2) of Wellington's Purchasing and Procurement Manual:

2.12.F (2) Definition of Local Businesses

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is:

2. The address of the business is:

3. How long has the business been located at its current address:

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is:

6. The previous address of the business is:

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☐ (2) the following municipality: _____ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

13. Please provide a letter from the either the Palm Beach County if located in unincorporated Palm Beach County or the municipality if located within the municipality evidencing that the headquarters for the business is properly zoned for the business.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - _____

Applicants Business Address

CONFLICT OF INTEREST STATEMENT (Tab #8)

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

- ☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.
- ☐ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.
- ☐ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.
- ☐ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.
- ☐ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.
- ☐ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

(Remainder of page left intentionally blank)