



Lake Worth Drainage District
13081 Military Trail
Delray Beach, FL 33484
561.498.5363

Request for Proposals (RFP) Brokerage Services for Health Insurance and Employee Benefits

RFP 14-9584L.01

Submission Deadline:
Thursday, November 6, 2014 – 5:00 p.m.

Refer all inquiries and proposals to:
Reagan Walker, Director of Administrative Services
Lake Worth Drainage District
13081 Military Trail
Delray Beach, FL 33484
rwalker@lwdd.net

BID NOTICE

Request for Proposals (RFP) #14-9584L.01 Brokerage Services for Health Insurance and Employee Benefits

The Lake Worth Drainage District, 13081 Military Trail, Delray Beach, Florida, 33484, will receive sealed proposals no later than 5:00 p.m. on November 6, 2014 from respondents experienced in providing brokerage services for health insurance benefits. All proposals must conform to the instructions in the RFP. A copy of the complete RFP may be obtained at the address above or online at www.lwdd.net.

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Section I - General Information & Conditions

District Overview

The Lake Worth Drainage District (District) manages the water resources for much of southeastern Palm Beach County, providing comprehensive flood control, water conservation and water supply protection to an estimated 700,000 residents and several thousand acres of agricultural land. The District monitors and controls a complex system of approximately 500 miles of canals and associated rights-of-way, 20 major water control structures and numerous minor structures. The District encompasses approximately 200 square miles in Palm Beach County. The District is bordered on the west by the Arthur R. Marshall Loxahatchee National Wildlife Refuge, on the west by I-95, on the north by Okeechobee Boulevard and on the south by the Hillsboro canal.

The District employs approximately 91 full-time employees, including administrative, professional and field staff. The District provides health, dental, vision, life and disability insurance to employees and subsidizes a portion of the cost.

Invitation

The Lake Worth Drainage District is requesting Requests for Proposals (RFP) from interested prospective firms to provide comprehensive Brokerage Services for Health Insurance and Employee Benefits. This invitation is extended to all firms and organizations that can provide the requirements specified herein. The requirements presented in this solicitation represent the District's anticipated needs.

Schedule

Advertise.....	Sunday, September 21, 2014 & Sunday, September 28, 2014
RFP Package Available from LWDD.....	Monday, September 22, 2014
All inquiries, clarifications and/or corrections due.....	Wednesday, October 8, 2014
All responses from LWDD issued by.....	Tuesday, October 21, 2014
Deadline for response submittal to LWDD.....	Thursday, November 6, 2014 @ 5:00 p.m.
Selection Committee Review Meeting.....	Wednesday, November 19, 2014 @ 9:00 a.m.
Oral presentations (if requested).....	Week of December 1, 2014 or December 8, 2014
LWDD Board meeting to approve selection..... (if no oral presentations requested)	Wednesday, December 17, 2014 @ 8:30 a.m.

Point of Contact

All inquiries and proposals should be directed, in writing, to the following Procurement Coordinator. The District will not accept any verbal inquiries.

Reagan Walker, Director of Administrative Services
Lake Worth Drainage District
13081 Military Trail
Delray Beach, FL 33484
rwalker@lwdd.net

Standard Terms & Conditions

Anti-Lobbying Provision

All respondents, their agents and proposed subconsultants or subcontractors, are hereby placed on notice that neither the District's Board of Supervisors, nor evaluation committee members, employees of the District or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this solicitation. Respondents, their agents and proposed subconsultant or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g. general information, meetings of introduction, meals, etc.).

Any proposal submitted by a respondent, its agents and potential subconsultants or subcontractor who violate these guidelines will not be considered for review. The Procurement Coordinator shall be the only point of contact for questions and/or clarifications concerning the solicitation, the selection process and the negotiation and award procedures.

Point of Contact and Timetable for Inquiries

Respondents shall contact the Procurement Coordinator, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All respondents' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated in the RFP schedule so that answers to substantive questions, in the form of written addenda, can be posted on the District's website (www.lwdd.net).

Public Entity Crimes/Discriminatory Vendor List

Any respondent, or any of its suppliers, subcontractors or consultants who shall perform work which is intended to benefit the District, shall not be a convicted vendor or included on the discriminatory vendor list. If the respondent or any affiliate of the respondent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of section 287.133 or Section 287.134, respectively, Florida Statutes. The District, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

Addenda

If any solicitation revisions become necessary (other than changes to the deadline for response submission), the District will post written addenda on the District's web site (www.lwdd.net) at least seven (7) calendar days before the date scheduled for opening the responses. The District may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. It is the responsibility of all respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the District's website.

Cancellation of the Solicitation

The District reserves the right to cancel this solicitation and/or re-advertise and re-solicit the requirement at any time if determined to be in the best interest of the District.

Development Costs

Neither the District nor its representatives shall be liable for any expense incurred in connection with the preparation, submission or presentation of a response to this solicitation. All information in the response shall be provided at no cost to the District.

Tax Exempt Status

The District is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

Response Submission and Opening

All responses shall be submitted in a sealed envelope by the deadline indicated in the RFP schedule. The response shall identify the solicitation number and title specified on the cover page of this solicitation. This reference information shall also be marked on the outside of the sealed envelope, including the respondent's return address. The District assumes no responsibility for responses not properly marked.

The District cautions respondents to assure actual delivery of responses either hand delivered or mailed via U.S. mail or overnight courier prior to the deadline set for opening responses.

The District will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a respondent shall be deemed non-responsive to the solicitation requirements.

Withdrawal of Response

Respondents shall withdraw their submitted response by notifying the District in writing through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the respondent. Responses, once received, become the property of the District, and will not be returned to respondents even when they are withdrawn from consideration. Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the District during subsequent contract negotiation.

Public Records and Exemptions

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such

exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the District posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

Rejection of Responses

The District reserves the right to reject any and all proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the District; (2) if such proposal is deemed non-responsive; (3) if the respondent is deemed non-responsive; or (4) if the proposal contains any material irregularities. Minor irregularities contained in the response will be waived by the District. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a respondent an advantage or benefit not enjoyed by other respondents and does not adversely impact the District.

Written Proposal Evaluation and Oral Presentations

The selection committee members will score the written proposals in accordance with the evaluation criteria included in Section IV of this solicitation. Following the submission and evaluation of the written proposals, the District may request the highest ranked respondents to provide oral presentations explaining and/or demonstrating each proposal. All oral presentations will be scheduled and publicly noticed by the District.

Board of Supervisor Approval

The Selection Committee will present the final rankings of the responding consultant firms to the District's Board of Supervisors at a regularly scheduled board meeting (see RFP schedule).

Formal Notice of Intent to Award

Following formal approval of the final results by the Board of Supervisors and in compliance with Chapter 120, Florida Statutes, the final Notice of Intent to Award will be posted on the District website and at the District offices at 13081 Military Trail, Delray Beach, Florida 33484. The notice will remain posted for a period of 72 hours (excluding weekends and District observed holidays).

If a respondent intends to protest the District's official notice, the notice of intent to protest shall be filed in writing within 72 hours after the Notice to Proceed is posted, and a formal written protest shall be filed within 10 days after filing the notice of intent to protest. Failure to file a protest within the time prescribed in Rule 40E-7.302 Florida Administrative Code and Section 120.54(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Contract Award

Award shall be generally made to the firm that demonstrates technical capability while most closely meeting the District's needs according to the evaluation criteria and factors designated in the solicitation.

The District anticipates the award of a single contract, but reserves the right to award multiple contracts, or not to make any award whatsoever, if determined to be in the interest of the District.

The successful bidder shall enter into a two-party contract that shall be acceptable to the District in form and content. If the awarded contract is terminated, the District reserves the right to go to the next responsive and responsible firm with the balance of the contract.

The respondent understands that this solicitation or the response shall not constitute a contract with the District. No contract is binding or official until responses are reviewed and accepted by appointed

District staff and an official contract is duly executed by both parties. A sample contract is attached to this solicitation (Attachment E). The District anticipates that the final official contract will be in substantial conformance with the sample contract. Nevertheless, respondents are advised that any contract which shall result from this solicitation may include minor deviations from the sample contract.

Any minor deviations from the sample contract that are requested shall be submitted as part of the RFP response for consideration by the District. The District will not consider any changes to contract terms and conditions in the event respondents fail to identify any changes or deviations to the sample contract at the time of proposal submission.

The respondent to whom the award is made shall, within thirty (30) calendar days after notice of award has been given, provide evidence of any required insurance, bonds and schedule of subcontractors (if applicable) and sign the necessary contract in substantially the form attached. Failure to execute the contract and/or to provide applicable bonds and evidence of any required insurance coverage shall be just cause for the annulment of the award and if applicable, forfeiture of the bond to the District. Award may then be made to the next most responsible and responsive respondent or the work may be re-advertised as the District may decide.

Insurance Requirements

The respondent, if awarded a contract, shall maintain insurance coverage reflecting, at a minimum, the amounts and conditions as specified within the Certificate of Insurance attached to this solicitation (Attachment D). Evidence of appropriate insurance coverage shall be provided as an attachment to the response. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign the Certificate of Insurance, or (2) issue a letter on the insurance agency's stationary stating that the respondent qualified for the required insurance coverage levels and that the Certificate of Insurance will be submitted before final execution of issuance of the contract. All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the District to notify the respondent that the certificate of insurance provided does not meet the contract requirements shall not constitute a waiver of the respondent's responsibility to meet the stated requirements. In addition, receipt and acceptance of the Certificate of Insurance by the District.

Non-Discrimination

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, creed, national origin, religion, age, sex or handicap.

Indemnification

For Ten Dollars (\$10.00) consideration, the sufficiency of which is acknowledged, the respondent agrees to defend, save and hold the District, its agents, assigns and employees, harmless from all claims or causes of action, including costs and attorney's fees, and all judgments whatsoever, involving personal injury, bodily injury, death, or property damage, arising out of the negligent or intentional act or omission, or the violation of any federal, state or local law or regulations by the contractor, its subcontractors, agents, assigns, invitees or employees in connection with this solicitation and subsequent contract.

Section II – Scope of Services and Deliverables

General Information

The Lake Worth Drainage District (District) is requesting proposals from qualified firms for Brokerage Services for Health Insurance and Employee Benefits to provide comprehensive assistance regarding benefits offered to District employees and retirees. The firm selected will serve as the District's Broker of Record to consult and negotiate group insurance benefits including, but not limited to health, dental, vision, life, disability and flexible spending account benefits. The selected firm will also provide employee communication services.

The District employs approximately 91 full-time employees, including administrative, professional and field staff. The District provides health, dental, vision, life and disability insurance to employees and subsidizes a portion of the cost. The District also provides Health Savings and Flexible Spending Accounts, as well as various supplemental policies.

Currently, the District is fully-insured with USI Consulting Group as its broker of record. The District currently contracts with Florida Blue for health benefits, MetLife for dental benefits, VSP for vision benefits, Lincoln National Life for life and disability insurance, Healthy Equity for flexible spending accounts, and Ceridian for COBRA administration. In addition, AFLAC offers various supplemental policies to employees at no cost to the District.

Negotiations and renewal of insurance plans are typically completed and approved by the District's Board of Supervisors annually at their August board meeting.

Services to be provided include, but are not limited to, those described in the Scope of Services. The selected firm will be required to enter into a two-year contract with three (3) one-year renewal options.

The District reserves the right, at its sole discretion, to select among the respondents of this RFP or through other bidding procedures, other consulting firms to handle component parts of benefit services if it is determined to be in the best interest of the District.

Scope of Services

The successful respondent will represent the District and provide services to include, not limited to the following:

Consulting Services:

- Review the District's health benefits (i.e. health, dental, vision, prescription drug and wellness programs) and assess opportunities for improvements in cost savings and services provided.
- Provide the District with unbiased professional guidance regarding the most advantageous information concerning insurance markets from the standpoint of cost, service and coverage.
- Provide technical assistance to reduce the overall cost of providing these benefits through a variety of means including developing effective negotiations strategies to expeditiously reduce the absolute cost of health insurance benefits.
- Provide assistance and make recommendations in the selection and implementation of new programs and/or changes to existing programs.
- Act as a resource to advise the District in the areas of COBRA, HIPPA, Cafeteria Plan Section 125, ERISA, EEO, FMLA, Health Care Reform laws and other areas in the insurance field where expertise and guidance may be requested.

- Provide e-seminars and/or e-mail notifications to keep District management and benefit coordinator apprised of upcoming compliance issues or other issues pertaining to health benefits.
- Provide preliminary renewal figures during the budget process.
- Assistance with maintaining up-to-date policies and procedures to insure compliance with federal and state standards and regulations.
- Conduct analysis of insurance programs within other local governments to compare best practices.
- Coordinate quarterly meetings with District management and benefits representative to discuss claims, regulatory changes and general administrative matters.
- Provide access to senior level consulting services on a 24/7 basis.
- Provide access to internal attorney to attorney consulting support services.

Negotiating Services

- Solicit and negotiate annual renewal of existing coverage including soliciting multiple or alternative proposal coverage.
- Provide comprehensive summary of responsive quotes from insurance carriers.

Employee Services

- Provide full services regarding open enrollment, new employee orientation, and support services.
- Develop and print annual enrollment materials and guidelines.
- Respond to all employee issues and questions in a timely manner regarding their benefits.
- Provide a client call center/help desk to assist employees with resolving any plan participants' health insurance related issues.
- Provide an online website to assist employees with resolving any plan participants' health insurance related issues.
- Provide assistance in creating and/or educating employees about available wellness programs.
- Provide communications such as brochures, posters and other communications regarding health benefits and wellness programs.
- Attend District events to discuss insurance and employee benefits including any wellness or health fairs, Board of Supervisor meetings to discuss insurance and employee benefits, and employee open enrollment meetings.
- Assist the District in evaluating and negotiating employee grievances related to health benefits issues.

All solicited insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the successful respondent to insure that all subcontractors comply with the same insurance requirements spelled out above. The District reserves the right to accept or reject the insurance carrier.

Qualified firms wishing to respond to this RFP must provide all services described in this document, whether directly or through sub-consultants. The District reserves the right to approve or disapprove of any sub-consultants.

The successful firm will appoint one of their employees as the key contact for approval by District management.

The contract for brokerage services will be awarded for a term of two (2) years with three (3) one-year renewal options.

Section III – Proposal Requirements and Format

Proposal Requirements

The proposal submitted by respondents must meet or exceed the professional, administrative and financial qualifications set forth in the Section and shall incorporate the information requested below.

In addition to the information required as described below, respondents may submit supplemental information that it feels may be useful in evaluating its proposal.

All responses must be submitted in a sealed envelope Tuesday, October 21, 2014.

Proposal Format

For the response to be considered complete and timely, respondents must submit one (1) original marked "original" and five (5) copies marked "copy" of the proposal. The narrative portion of the proposal shall be on 8½ x 11 white paper. Charts and graphic representations shall not exceed 11 x 17 white paper. The entire proposal must be adequately bound using the respondent's method of choice.

Respondents must include the following information in their proposal:

Title Page: Title page shall show the RFP subject, title and proposal number; the firm's name; the name, address and telephone number of the contact person; and date of proposal.

Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the respondents offers to perform the work included in the RFP and should identify all materials and enclosures being forwarded in response to the RFP.

Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page.

Executive Summary: The Executive Summary section of the proposal shall be limited to five (5) typewritten paragraphs. The purpose of the Executive Summary is to provide a high-level description of the respondent's ability to meet the requirements of the RFP and approach to the project.

Completed Questionnaire: Respondents should provide answers and information related to all inquiries listed in the Questionnaire (Attachment A). For each item, provide information regarding the firm's experience, ability, and qualifications to meet the criteria.

Signed Receipt for each addendum issued by the District (if applicable)

Statement of Business Organization: All respondents shall complete the attached Statement of Business Organization (Attachment B). This form provides the District with vital information concerning the responding organization as well as joint venture or subcontractor participation levels (if applicable).

Sworn Statement of Public Entity Crimes: The respondent shall provide an executed copy of the attached Sworn Statement of Public Entity Crimes (Attachment C).

Certificate of Insurance: Evidence of appropriate insurance coverage (see Attachment D) shall be provided as an attachment to the response. Respondents may fulfill this requirement by having their

insurance agent either (1) complete and sign the Certificate of Insurance, or (2) issue a letter on the insurance agency's stationary stating that the respondent qualified for the required insurance coverage levels and that the Certificate of Insurance will be submitted before final execution of issuance of the contract.

Supplemental Information: In addition to the information required as described above, respondents may submit supplemental information that it feels may be useful in evaluating its proposal.

Section IV – Proposal Evaluation

Evaluation Criteria

All proposals will be subject to a review and evaluation process. It is the intent of the District that all responses that meet the requirements will be ranked in accordance with the following evaluation criteria.

Responsiveness of Submittal (0-25 points)

- Demonstration of a method of approach that fully meets all terms and conditions to the RFP and Scope of Services
- Submittal of completed proposal which includes all required documents, signature and information

Expertise and Reliability (0-30 points)

- Years of experience, stability and unique capabilities of firm
- Depth of broker team experience and qualifications
- Submission of references
- Relationships and preferred status with insurance carriers
- Experience and history with providing services to local governments
- Depth of qualified staff to offer continuity of services
- Other workload and commitments

Services Factors (0-35 points)

- The depth of services the respondent proposes to deliver
- Approach to planning, solicitation and renewal process
- Assistance with plan design changes including usefulness of communication tools to evaluate plan options/changes
- Availability of staff to attend District meetings/events
- Access to staff in terms of hours and days available, ease of contact and response times
- Record of responsiveness and quality of customer service on this type of account
- Awareness and ability to provide timely, accurate communication of emerging trends, opportunities, legislative/regulatory updates.
- Usefulness and quality of employee communication tools and materials for benefits plans, open enrollment and wellness programs
- Usefulness and quality of benchmarking data
- Innovative ideas for health cost containment
- Depth of wellness services offered
- Examples of cost-savings realized for clients and wellness initiatives implemented
- Other distinguishing factors and added services

Fee Proposal (0-10 points)

- Submission of options for form(s) of compensation
- Submission of rates or charges for additional services, if applicable

Evaluation Procedure

Submitted responses to this RFP will be reviewed and ranked by an Evaluation/Selection Committee according to the established criteria. The Committee will determine and summarize final rankings of the responding consulting firms and present the final recommendation to the District's Board of Supervisors for approval.

The Board of Supervisors has the right to accept, reject, or modify the recommendation as it deems in the best interests of the District. The Board of Supervisors will render, at its sole and absolute discretion, the final decision on the ranking received from the Selection Committee and the award of any and all contracts under this RFP. The Board of Supervisor's decision shall constitute the final decision of the District regarding this RFP.

Meetings of the Evaluation/Selection Committee to discuss final rankings of the responding consultant firms' submittals will be conducted in accordance with Florida Sunshine Laws and will be open to the public.

Oral Presentations

In general, the District desires to avoid the expense to the District and to Respondents of unnecessary oral presentations. Therefore, the District will make every reasonable effort to achieve the ranking using written submittals alone. If a single top-ranked firm cannot be clearly identified by review of the written submittals alone, then the Selection Committee shall schedule one or more of the top-ranked firm(s) for presentations.

If the District chooses to conduct oral presentations with one or more of the Respondents, the presentations will be held before the Selection Committee at a duly noticed meeting which will be open to the public. Minutes of the meeting will be prepared and the meeting may be tape recorded at the District's discretion. The following general guidelines will be used during the presentations:

The District will establish the presentation schedule and Respondents will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. Respondents are required to be available for the presentations, and top members of the Respondent's team that will be working on and supervising the project are expected to be present at the presentation and be available for questions.

The District will attempt to allot equal time for each Respondent divided into three sequential parts: (1) Introductory presentation by the Respondent; (2) Questions and Answers between members of the Selection Committee and the Respondent; and (3) Brief closing remarks by the Respondent. The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The District reserves the right to go over the allotted time at any presentation to the extent that the Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFP.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively,

creatively, and economically about the requirements of this RFP, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the District's requirements and objectives set out in this RFP.

After the presentations, the Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at subsequently noticed meeting of the Selection Committee.

Section V - Attachments

Attachment A: Questionnaire

Attachment B: Statement of Business Organization

Attachment C: Sworn Statement of Public Entity Crimes

Attachment D: Certificate of Insurance

Attachment E: Sample Contract

Attachment "A"

Brokerage Services for Health Insurance and Employee Benefits Questionnaire

General Information

1. Briefly describe your firm's background and history.
2. Describe the services your firm can provide.
3. Describe your firm's approach to providing the services we request in this proposal.
4. How many employees are there in your firm?
5. Provide an organizational chart of your firm.
6. Has there been any changes in the past three years in the ownership or structure of your firm? Do you anticipate any significant changes in the near future?
7. Provide the address of the firm's corporate office and address of the office that will service the account.
8. Has your firm ever conducted business with the District? If so, explain.
9. Identify any services within this proposal that you cannot provide.
10. State clearly an exceptions taken to the District's sample contract and standard terms and conditions concerning liability, indemnification and insurance requirements.
11. Describe the form of professional liability or errors and omissions insurance carried by your company and the amount of coverage.

Consulting Team

1. Provide the name, title, contact information (including business address, phone, fax and email) and resume for each consultant who will be assigned to the District and their role in this assignment.
2. Describe the teams experience with similar work performed for other local governments.
3. Discuss the ways your firm manages growth, including any limits to the client/consultant ratio.
4. State whether employee benefits consultants assigned to the District have any responsibilities other than providing employee consulting services, and if yes, specify such responsibility.
5. What is the average response time to client requests?
6. Describe your firm's back-up responsibilities in the event that key personnel in this assignment should leave the firm.
7. Provide a list of government clients for which your firm provides services. Describe the resources your firm has that specifically address the needs of local government clients.
8. What kind of training (industry, internal, computer, other) does your staff receive?

Strategic Planning/Vendor Selection

1. Describe your firm's approach to meeting required renewal and approval deadlines.
2. How will you help us with the competitive marketing and placement of our plans, including development of marketing specifications, identification of market conditions, evaluation of proposals, negotiations, and placement of insurance contracts for annual renewals?
3. How can your firm assist with plan design changes with rebids and renewals?
4. Describe any tools that you provide to assist the District with evaluating other plan designs? Provide an example.
5. Furnish a list of insurance companies, third party administrators, and other providers for which the consultant is an authorized agent or broker.
6. Do you have preferred status with the insurance carriers? If so, please list which carriers and at what level.

7. How will your firm save the District money?
8. Describe benchmarking data your firm can provide. Provide examples.

Cost Projections/Ongoing Review

1. How can you help us develop cost projections tied to our fiscal goals?
2. Provide examples of employee benefit projects and products that your firm/staff have designed and/or implemented for clients that may have saved money, improved the quality of benefits, enhanced benefits, or increased efficiency.

Plan Administration and Legislative Compliance

1. Does your firm have an in-house attorney who specializes in employee benefits? If yes, please provide his or her credentials and the number of years he or she has provided counsel on benefits issues. If no, do you use an external benefits attorney? Which firm do you use?
2. How does your firm stay abreast of legislative changes?
3. How will your firm notify the District of changes in federal and/or local laws that would affect us?

Wellness Programs

1. Describe any wellness services offered by your firm.
2. Does your firm have a dedicated wellness director who would help us in this initiative? If not, would your firm use a consultant?
3. What tools can your firm provide the District to help implement/continue our wellness program?
4. Provide examples of low-cost wellness tools that you have helped to implement with other local governments.
5. Provide samples of communications and other education materials related to wellness provided by your firm.

HR and Communication Tools

1. Do you provide employee communication services for your clients' employees? If so, please provide a general description of your capabilities. Provide a sample of employee communication materials that you have distributed to other clients?
2. How can you assist in facilitating employee meetings and annual open enrollment meetings?
3. Does your firm provide any customized open enrollment materials? Provide a sample.
4. Do you have internet-based employee communication tools?
5. Describe how you keep your clients abreast of employment laws in a timely manner.

References

1. Please provide three current client references for which similar services to this RFP have been provided. Please include name, address and phone number, contact person and length of time associated with your firm.
2. Please list public sector clients who have terminated your firm's services during the past three years and their reasons for doing so. Please include their names, titles and telephone numbers.

Other Qualifications

1. Describe how your firm's credentials, experience and project approach distinguish your firm from competitors.
2. Describe any services provided by your firm that may not be offered by competitors.
3. Does your agency have a private exchange provided at no cost for employers?

4. Describe any other facets of your firm and your firm's experience that are relevant to this proposal which have not been previously described that warrant consideration.
5. Describe your firm's quality assurance procedures.

Fees

1. Describe your proposed form of compensation (i.e., commission, annual retainer). If you are proposing a fee, please include your fee schedule/hourly rates.
2. If you charge fees for consulting and employee communication, please indicate the basis of your charge (hourly, by project, etc.) and what typical charges might be.
3. Does your firm accept electronic payments (ACH) payments?

Attachment "B"

STATEMENT OF BUSINESS ORGANIZATION

SOLICITATION NO. _____

Business Organization

1. Business Name: _____

2. Mailing Address: _____

3. Remittance Address: _____

4. State of Incorporation: _____

5. Federal Employer I.D. or Social Security No.: _____

6. Telephone: _____ Fax No.: _____

8. Type of Organization: Corporation _____ Partnership _____ Joint Venture _____ Individual _____

9. Contact Person(s): _____ Title: _____

10. Project Manager: _____ Title: _____

If the parties are certified, please indicate the certifying agency or agencies and attach letters/certificates of certification: _____

Signature: _____ Title: _____

Attachment "C"

**SWORN STATEMENT UNDER §287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)
whose business address is _____
(if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ and my relationship
(Please print name of individual signing this form)
to the entity named above is _____.
4. I understand that a "public entity crime" as identified in Paragraph 287.133(1)(g) Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.131(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or success of a person convicted of a public entity crime, or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling

of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity.

IMPORTANT: CONTRACTOR MUST COMPLETE THIS SECTION BEFORE SIGNING FORM

8. Based on information and belief the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, or any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND (Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the Final Order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the Final Order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ Date

_____ Signature

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____

_____ Notary Public – State of _____

Produced identification _____

My Commission Expires: _____

_____ (Type of Identification)

Attachment "D"

Certificate of Insurance

Exhibit 'C' to Contract

PROVIDED TO: LAKE WORTH DRAINAGE DISTRICT

AGENT BROKER Name/Address/Telephone Number		COMPANIES AFFORDING COVERAGE & BEST RATING				
		COMPANY LETTER A		COMPANY LETTER D		
		COMPANY LETTER B		COMPANY LETTER E		
INSUREDS Name/Address/Telephone Number		COMPANY LETTER C		COMPANY LETTER F		
CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATIONDATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	
						PER OCCURRENCE
	GENERAL LIABILITY				BI & PD Combined	\$2,000,000.00
	CONTRACTUAL LIABILITY					\$2,000,000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				BI & PD Combined	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM				PER OCCURRENCE	
	WORKERS' COMPENSATION & EMPLOYERS LIABILITY				EACH ACCIDENT \$500,000 DISEASE-POL LIMIT \$500,000 DISEASE EACH EMPLOYEE \$500,000	
NOTES: Project No. _____ - LAKE WORTH DRAINAGE DISTRICT IS ADDITIONAL NAMED INSURED.						
CERTIFICATE HOLDER				CANCELLATION		
LAKE WORTH DRAINAGE DISTRICT 13081 Military Trail Delray Beach, Florida 33484				Should any of the above coverages be cancelled or modified, the Agent/Broker shall notify the Certificate Holder named to the left within 10 days of the effective date.		

Signature of Agent

Date: _____

Attachment "E"

BROKER SERVICES AGREEMENT

THIS **BROKER SERVICES AGREEMENT** (this "Agreement"), effective this ___ day of _____, 20___, is made by and between **LAKE WORTH DRAINAGE DISTRICT** ("Company") and _____ ("Broker").

Background

Company is a Drainage District in the State of Florida. Broker is a licensed insurance agency in the State of Florida. Company has selected Broker to provide brokerage services for certain health and employee benefits certain and, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** This agreement shall be effective for a period of two (2) years commencing on the effective date first stated above unless sooner terminated as herein provided. The term of this agreement may be extended by the parties three (3) times for one-year terms, which extension shall be evidenced by written addenda executed by both parties.

2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation from the Company to the Broker, Broker is providing services to the Company as an insurance broker. However, Broker and related or affiliated companies may provide services as an insurance agent on behalf of certain insurance carriers. Company acknowledges that, in some instances, Broker may be performing services as an insurance agent for the insurance company and expressly consents to such relationship in the rendition of services under this Agreement.

3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide services set forth in the attached Schedule A. In addition to the services set forth in Schedule A, Broker shall provide the following:

(a) Broker shall assist Company in preparing applications and shall produce insurance carrier submissions from data provided by Company.

(b) Broker shall assess the financial stability of the insurers recommended to Company based upon reliable public sources of information including, but not limited to, A.M. Best Company. Broker shall provide Company upon request available financial rating information regarding carrier financial strength. However, nothing herein shall be construed as a guarantee or warranty regarding the financial solvency of any insurer or intermediary recommended by Broker.

(c) Broker shall review all insurance policies and endorsements delivered to Broker by an insurance carrier or intermediary and shall deliver such policies and endorsements, with any recommended changes, to Company. Upon delivery of policies and endorsements, Company shall independently review and verify that the terms, conditions and coverage provided under the policies and endorsements are consistent with the Company's instructions and requirements.

4. **Company Responsibilities.** In consideration of the services provided by Broker, Company agrees as follows:

(a) Company shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations in this Agreement.

(b) Company shall produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. Company further agrees to provide Broker with notice of any material changes in Company's business operations, risk exposures or in any other material information provided under this Agreement.

(c) Company shall timely pay all premiums and fees.

(d) Company shall review, confirm the accuracy and recommend any changes to insurance policies issued to Company in addition to any review conducted by Broker.

(e) Company agrees that, so long as Broker fulfills its obligations under this Agreement, Company shall not issue or cause to be issued any agent/broker of record letters that would have the effect of depriving Broker of access to insurance markets.

(f) Company shall provide Broker with at least **ninety (90)** days notice in advance of any policy effective date in the event Company intends to allow competing agents or brokers to solicit or market insurance.

5. **Compensation.** In consideration of the services provided hereunder, Company shall compensate Broker through a "Broker Services Fee" in the amount, and payable according to the terms, set forth in Schedule B.

6. **Insurance.** During the term of this Agreement, Broker, at its sole expense, shall maintain insurance agent's errors and omissions liability insurance for activities and services pursuant to this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000.00).

7. **Termination.**

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least **ninety (90)** days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, Company may terminate this Agreement upon the happening of any one of the following causes:

1. Suspension or termination of Broker's insurance license in the State of Florida, which is not cured by Broker within sixty (60) days following such suspension or termination;

2. Broker's participation in any fraud; or

3. Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in this sub-paragraph (b) shall become effective upon the delivery of written notice of termination to Broker or at such later time as may be specified in the written notice.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes:

1. Company's failure to pay any Broker Services Fee more than five (5) days after such payment is due;
2. Company's participation in any fraud; or
3. Company's material failure to properly perform its duties and responsibilities hereunder because of Company's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in this sub-paragraph (c) shall become effective upon the delivery of written notice of termination to Company or at such later time as may be specified in the written notice.

8. **Confidential Information and Related Matters.** The parties recognize and acknowledge that, in the course of dealings pursuant to this Agreement, the parties shall be privy to Confidential Information (as hereafter defined). The parties further acknowledge that the Confidential Information constitutes valuable, secret, special, and unique assets of Broker and Company. The parties covenant and agree that, during the term of this Agreement, they will not disclose the other party's Confidential Information to any person, firm, corporation, association, or other entity for any reason or purpose without the express written approval of the other party. Broker agrees that it will not use Company's Confidential Information except in furtherance of obligations in this Agreement. The term "Confidential Information" includes all information, whether or not reduced to written or recorded form, that is related to the parties hereto and that is not generally known to competitors nor intended for general dissemination, including but not limited to: (a) customer lists, insurance carriers, accounts and records pertaining thereto; and (b) prospect lists, policy forms, and/or rating information, expiration dates, information on risk characteristics, information concerning insurance markets for large or unusual risks, and all other types of written information customarily used by Company or available to Broker. The parties covenant to maintain the confidentiality of this information notwithstanding that employees of either party may have free access to the information for the purpose of performing their duties hereunder, and notwithstanding that employees and contractors who are not expressly bound by agreements similar to this agreement may have access to such information for job purposes. The parties acknowledge that it is not practical, and shall not be necessary, to mark such information as "confidential," nor to transfer it by confidential envelope or communication, in order to preserve the confidential nature of the information.

9. **Indemnification.** Broker shall indemnify and hold harmless the Company from and against any actions, suits, claims, demands or direct damages, i.e., excluding consequential, punitive or other indirect damages ("Adverse Consequences") incurred while acting in its capacity as Broker for services for the Company and arising out of the actions or omissions of the Broker hereunder, except and to the extent such Adverse Consequences were caused or contributed to by Company or Company's subsidiaries or affiliates. Without waiver of limitation of liability as provided for in § 768.28 (5) of the Florida Statutes and to the extent permitted by law, Company agrees to indemnify and hold harmless Broker from any and all liability costs and expenses Broker may or could sustain as a result of or emanating out of the terms and conditions contained in this Agreement.

10. **Waiver of Breach.** In the event any breach of this Agreement by the Broker is waived in writing by the Company, such waiver shall not constitute a waiver of any subsequent breach by the Company.

11. Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by Certified Mail to:

Company at: Broker at:

Lake Worth Drainage District TBD
13081 Military Trail
Delray Beach, FL 33484-1105

or such other address as either shall give to the other in writing for this purpose.

12. Interpretation. This Agreement shall not be construed or interpreted in a manner adverse to any party on the grounds that such party was responsible for drafting any portion of it.

13. Severability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

14. Florida Law Applies. This Agreement has been made and executed in the State of Florida and shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles.

15. Attorneys' Fees. In the event of a dispute concerning the terms of this Agreement, or arising out of the employment relationship created by this Agreement, the prevailing party shall be entitled to recover, in addition to any other remedy obtained, (a) all reasonable attorneys' fees incurred in the investigation and preparation of issues for trial and in the trial and appellate proceedings, and (b) reasonable costs and expenses of investigation and litigation, including expert witness fees, deposition costs (appearance fee and transcript charges), injunction bond premiums, travel and lodging expenses, arbitration fees and charges, and all other reasonable costs and expenses.

16. Venue. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Palm Beach County, Florida.

17. Waiver of Jury Trial. The parties waive any right to a trial by jury in the event of litigation arising out of this Agreement.

18. Paragraph Headings. The paragraph headings and designations used throughout this Agreement have been inserted solely for convenience in reference and shall in no way be taken to limit or extend the natural and proper construction or meaning of the language employed within the paragraph.

19. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

* * * * *

IN WITNESS WHEREOF, the parties to this Broker Services Agreement have hereunto set their hands and seals as of the day and year first above written.

COMPANY:

Witnesses (2):

LAKE WORTH DRAINAGE DISTRICT, a Florida
Special District

1. _____

By: _____

2. _____

Name: _____

As to Company

Title: _____

BROKER:

Witnesses (2):

_____, a Florida corporation

1. _____

By: _____

2. _____

Name: _____

As to Broker

Title: _____

SCHEDULE A

BROKER SERVICES

See attached Response to the Request for Proposal for Brokerage Services for Health Insurance and Employee Benefits

SCHEDULE B

BROKER SERVICES COMPENSATION