

**CITY OF NAPLES, FLORIDA
AGREEMENT
(PROFESSIONAL CONSULTANT SERVICES)**

Bid/Proposal No. RFP 15-038

Clerk Tracking No. K-00082

Project Name: Employee Benefits Consulting and Brokerage Services

THIS AGREEMENT (the "Agreement") is made and entered into this **20th day of May 2015**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **The Gehring Group, Incorporated, a Florida Profit Corporation**, authorized to do business in the State of Florida, whose business address is: **11505 Fairchild Gardens Avenue, Suite 202; Palm Beach Gardens, Florida 33410** (the "CONSULTANT").

WHEREAS, the CITY desires to obtain the services of the CONSULTANT concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONSULTANT has submitted a proposal number **(RFP 15-038)** for provision of those services; and

WHEREAS, the CONSULTANT represents that it has expertise in the type of consultant services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE ONE
CONSULTANT'S RESPONSIBILITY**

1.1. The Services to be performed by the CONSULTANT are generally described as **Employee Benefits Consulting and Brokerage Services** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the consultant services to be provided and performed by the CONSULTANT pursuant to this Agreement. This Agreement does not cover Professional Services as outlined in Florida Statute Sec. 287.055.

1.3. The CONSULTANT agrees that, when the services to be provided hereunder relate to a consultant service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The CONSULTANT agrees to employ and designate, in writing, within 5 calendar days after

receiving its Notice to Proceed, or other directive from the CITY, a qualified consultant to serve as the CONSULTANT's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONSULTANT has represented to the CITY that it has expertise in the type of consultant services that will be required for the Project. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by the CONSULTANT. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONSULTANT hereunder, and the CONSULTANT shall require all of its employees, agents, sub-consultants and sub-contractors to comply with the provisions of this paragraph. However, the CONSULTANT shall comply with the Florida Public Records laws.

1.7 The CONSULTANT agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the consultant services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONSULTANT violates the provisions of this paragraph, the CONSULTANT shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONSULTANT agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONSULTANT agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONSULTANT's contractual relationship with the CITY for the special gain or benefit of the CONSULTANT or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and

define the CITY's policies and decisions with respect to the CONSULTANT's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONSULTANT;
- (b) The time the CONSULTANT is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONSULTANT to enter the Project site to perform the services to be provided by the CONSULTANT under this Agreement; and
- (c) Provide notice to the CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONSULTANT hereunder.

2.3. The CONSULTANT acknowledges that access to the Project Site, to be arranged by the CITY for the CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall start July 1, 2015 through September 30, 2018 with the mutually agreed upon option of two (2) additional one-year renewals. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONSULTANT, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONSULTANT shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or

progress of the CONSULTANT's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONSULTANT's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONSULTANT fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONSULTANT until such time as the CONSULTANT resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONSULTANT's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total annual compensation to be paid the CONSULTANT by the CITY for all Services is not to exceed **\$75,000.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONSULTANT for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONSULTANT desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

ARTICLE SIX INDEMNIFICATION

6.1. The CONSULTANT agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and persons employer or utilized by the CONSULTANT in the performance of the Contract.

ARTICLE SEVEN INSURANCE

7.1. The CONSULTANT shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

7.2. In addition to the General Insurance Requirements in Exhibit C the CONSULTANT shall obtain and maintain Professional Liability Insurance to insure its legal liability for claims arising out

of the performance of professional services under this Agreement. CONSULTANT waives its right of recovery against OWNER as to any claims under this insurance. Such insurance shall have limits of not less than \$1,000,000 each claim and in the aggregate.

ARTICLE EIGHT SERVICES BY CONSULTANT'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONSULTANT's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONSULTANT, as independent CONSULTANT or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONSULTANT as unsettled at the time of the final payment. Neither the acceptance of the CONSULTANT's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONSULTANT.

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONSULTANT shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONSULTANT or by any of the CONSULTANT's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONSULTANT at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONSULTANT was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONSULTANT provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONSULTANT's remedies against the CITY shall be the same as and limited to those afforded the CONSULTANT under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONSULTANT. In the event of such termination for

convenience, the CONSULTANT'S recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONSULTANT that are directly attributable to the termination, but the CONSULTANT shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONSULTANT to the CITY shall be in writing and shall be delivered by hand or by (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONSULTANT shall be made in writing and shall be delivered by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as agreed upon and addressed to the following CONSULTANT's address of record:

The Gehring Group, Incorporated
11505 Fairchild Gardens Avenue; Suite 202; Palm Beach Gardens, Florida 33410
Attention: **Kurt Gehring**, CEO
FEI/EIN Number: On File

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONSULTANT, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONSULTANT without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The CONSULTANT shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONSULTANT shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20th Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party

to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

END OF ARTICLE PAGE

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

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

By: A. William Moss
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

CONSULTANT:

The Gehring Group, Incorporated
11505 Fairchild Gardens Avenue; Suite 202;
Palm Beach Gardens, Florida 33410
Attention: **Kurt Gehring, CEO**

By: Kurt Gehring

Printed Name: Kurt Gehring

Title: CEO

FEI/EIN Number: On File
A Florida Profit Corporation (FL)

(CORPORATE SEAL)

Cindy A. Thompson
Witness

Cindy A. Thompson
Witness Printed Name

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid 15-038, any issued Addendum(s) and Vendor's Submittal of (RFP) Request For Proposals No.15-038, titled Employee Benefits Consulting and Brokerage Services herein referenced and made a part of this Agreement.

END OF EXHIBIT A

TAB B:

SCOPE/QUALITY OF SERVICES

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

A. General Services

- 1) **Provide dedicated personnel to be the main contact for managing account relationship. The contact will be readily accessible to City Human Resources personnel.**

Gehring Group has a long standing commitment to quality assurance that starts with a team of qualified, licensed professionals assigned to each client, ensuring that client requests are responded to thoroughly, timely, and with expertise. These individuals are readily accessible to the City's HR personnel.

The team proposed to service the needs of the City will continue to include the following individuals:

- **Christian Bergstrom, Senior Benefits Consultant**
Christian will continue to be the Senior Benefits Consultant for the City of Naples. In this role, Christian will assist the City by providing budget projections, strategic plan design, evaluating the various funding and stop loss arrangements, monitoring plan performance, implementing cost savings strategies and overseeing the City's benefits program as a whole. He will be available for meetings with decision makers and for making presentations as needed to Executive Staff and the City Commission.
- **Lisha DeSantis, Account Manager**
Lisha DeSantis will serve as the primary Account Manager for the City. Her responsibilities include claims assistance, coordinating and conducting open enrollments and new hire orientations, coordinating wellness fairs, providing assistance with billing and carrier issues, and acting as a resource to our clients regarding numerous compliance issues. She is supported by several other Gehring Group staff members including other account managers, in-house account services representatives and analytical staff to ensure all client needs are met promptly.
- **Stephanie Sanchez, Director of Account Management & Senior Account Manager**
As Director of Account Management, Stephanie's responsibilities include overseeing the day to day management of issues encountered by Gehring Group clients and their employees. She serves as a senior level resource to all account management staff.
- **Brian Beatty, Analyst**
Under the direction of your Senior Benefit Consultant, Brian Beatty will be responsible for all financial aspects of the analytical services functions including the RFP and evaluation process as well as renewal negotiations. This also includes monitoring available claims utilization on a monthly basis in order to better anticipate future cost

increases and make recommendations regarding utilization patterns as well as providing budget and renewal projections.

In addition to the above service team, the City will also have direct access to additional staff resources with varying specialties including:

- Kate Grangard, CPA, CFO – Health Care Reform Certified
- Michele Deverich, Director of Analytics & Market Innovation
- Shawn Fleming, CSFS, Senior Benefits Consultant – Onsite Clinic Specialist and Certified Self-Funding Specialist
- Sarah Burt, CWWS, CCWS – Wellness Coordinator

Resumes for each of the individuals listed above are included in **Tab C: Qualifications & Experience**.

2) Provide general and technical guidance on employee benefit issues to include market analysis, trends, contract and statute interpretation and cost containment methods.

As an independent broker with expertise in all lines of employee benefits insurance, Gehring Group focuses on recommending proposals that best meet the needs of our clients. Gehring Group, acting as your independent employee benefits broker, has significant experience in conducting an analysis to determine the best opportunities to better manage health care costs. This may include the evaluation of alternative funding methods, provider networks or contract types; or the implementation of an onsite health center or aggressive wellness program. Having no ties to any carrier, TPA or clinic vendor, our clients can be sure that any recommendation is solely based on the needs and goals of their organization.

In addition, Gehring Group has taken a proactive stance and is consistently monitoring the current events taking place amidst the current fast-paced legislative environment. Gehring Group will provide the City with updates regarding any changes applicable to the City's benefits programs and assist in planning and preparation to remain in compliance with all legislative requirements. To aid in this effort, Gehring Group provides educational seminars and webinars to our clients to adequately prepare for any new requirements and benefit changes associated with Health Care Reform, State Statutes or other legislation.

3) Assist in the development and review of communication materials written by the City's benefit administrators and other participating organizations for content, appearance, compliance and accuracy.

As part of Gehring Group's services, we provide an employee benefits handbook and various communication materials, customized for and subject to the approval of the City. At the beginning of each new plan year we compile all of the information regarding your insurance coverages and summarize it in an employee friendly benefit booklet which is provided in both paper and electronic format. This booklet has proven to be a valuable resource to our client's employees and has reduced the number of inquiries received by our client's HR and Benefits staff. This service is offered at no additional cost, and we will provide you with enough copies for open enrollment and as needed for new-hire orientations throughout the plan year. In addition, we have the ability to produce customized communication pieces based on the specific needs of the City. Please refer to **Exhibit 3: Sample Employee Communications & Annual**

Employee Benefit Guide includes such examples for your review. Our staff is also available as a resource to review City communication materials for accuracy and compliance.

- 4) Assist the City on a regular basis and in a timely manner to provide information, analysis and guidance on any and all aspects of City benefit program policy and administration.**

Your Gehring Group service team will maintain continuous communication throughout the plan year to provide support to staff with analytical, administrative, legislative, enrollment and billing questions. We are also available to assist with the resolution of claim problems and other issues such as policy interpretation. In addition to your Account Manager and Analyst, our clients also have access to our in-house Client Service Specialists to lend assistance. Gehring Group also provides the City with additional administrative support via the BenTek Online Enrollment and Administration System which enables the City to conduct open enrollment in a paperless environment and transmit employee enrollment and eligibility information to the carriers and other vendors in a HIPAA compliant electronic format.

- 5) Provide a qualified representative to attend the City's Health Insurance Committee and employee meetings as requested or needed.**

Confirmed. Gehring Group staff is available to attend or conduct group insurance committee meetings as well as meetings with employees and management as needed. The employee benefits committee is a concept that is prevalent amongst our public sector clients and plays an important role in communicating and educating the employees of the group regarding the various aspects of the employee benefits program and the costs associated. These committee meetings provide the opportunity to review renewal projections based on the group's claims experience and also educate employees more thoroughly on the renewal and underwriting process. In addition, involving members of each employee group or union in the committee process may help to ensure that any changes or recommendations are communicated back to the employee base in a positive and effective manner.

- 6) Review all plan documents for accuracy and compliance with appropriate laws and regulations, appropriateness of items to be included in a Section 125 Plan and review of annual required filings.**

Confirmed. Your Gehring Group team of experts is available to assist the City in reviewing all plan documents, plan amendments and flexible benefits plans for compliance and accuracy. In addition we work closely with the actuary to review the annual required filings and reserve requirements.

- 7) Advise and assist the City in negotiating renewal rates and plan provisions.**

Confirmed. Gehring Group's large public sector client base will provide your group with the necessary negotiating strength when dealing with various insurance carriers during the renewal season and throughout the year. Gehring Group represents you, not the insurance company. Through our extensive experience negotiating numerous plan renewals each year, we are able to identify excessive trend factors and other cost drivers in our clients' renewal proposals from the various carriers. In addition, due to our large public sector client base, we have access to industry specific benchmark data within our own client base. We are well-versed in dealing with issues relating to public entities. Gehring Group provides expert analysis, progressive solutions

and top level negotiating skills. Our firm has negotiated the savings of millions of dollars in premiums for our clients in addition to providing enhanced benefits through our program analysis and creative plan placement.

8) Assist the City in annual enrollment meetings or health fairs as needed.

Confirmed. Each member of your service team has extensive experience in coordinating and conducting open enrollments and new hire orientations and wellness fairs. We are also available to attend all enrollment meetings as needed. With over 30 licensed personnel on staff, we can also provide additional staff if necessary to attend enrollment meetings at multiple locations.

9) Proposers are required to be HIPAA compliant.

Gehring Group takes HIPAA compliance very seriously, taking every measure in order to remain in compliance. In addition to having a HIPAA Security and Privacy Policy and Business Associate agreements with all applicable clients and vendors, we use secure email to exchange information and data with client membership. When content contains personally identifiable information (PII), Gehring Group uses Voltage Software to facilitate secure transmission of digital data through encryption. In the absence of PHI, and content permitting (file size), we will use standard email.

Gehring Group also communicates with our clients through dedicated Client Information Portals. Using secure SaaS cloud based information portals (Communities) to exchange information and data with client membership, our staff can upload and receive large data files in a secure environment. The client specific information portal is a membership based community approach to information sharing. Members can exchange files, post questions, and even utilize the community to post active RFP documents. The Client Community is a web enabled secure environment using modern encryption technology.

10) Apprise the City of current issues in the areas of benefits law and administration.

Gehring maintains a strong commitment to remain at the forefront of new legislation, and to educate our clients in a clear and understandable, timely manner with regard to federal and state legislation. We employ a proactive approach to learning, interpreting, and educating on all applicable regulations as released.

Gehring stays current on regulations through a number of methods. First, we receive timely notifications from our attorney resources that we make available to our clients through our client portal. Additionally, we subscribe to various governmental information sites for updates including but not limited to: HHS, CMS, and RegTap. We also subscribe to electronic industry services that provide us timely regulatory update notifications, insurance and benefits related compliance publications, and accounting journals. Our professionals attend conferences and continuing education seminars regularly.

Our compliance team includes in house CPA's, our attorney partners, tenured licensed professionals, and seasoned human resources professionals holding the PHR and SPHR designations. We take the position that we are a resource to our clients and not just a facilitator, so we embrace the learning and dissemination of information.

We remain diligent and focused on ensuring that our clients are fully educated and remain compliant regarding all the requirements mandated under the 2010 Health Care Reform legislation. Spearheaded by our CFO, Kate Grangard, CPA, who has received her **Certified Health Care Reform Specialist designation**, we take our role as advisor in guiding our clients through the requirements of health care reform very seriously. We have assisted, and continue to assist our clients through the compliance steps mandated by the Acts such as; applying for and receiving an HPID, assisting in the calculation and payment of the PCORI and TRF Fees, providing guidance relating to the reporting of employer sponsored health benefits on employee W-2's, evaluating the penalty exposure relating to part-time and variable hour employees, evaluating the cost impact of the various new fees (PCORI, Transitional Reinsurance Fee, Health Industry fee) and designing plans with an eye toward future compliance and cost exposures. We routinely guide our clients with compliance and preparing financially in anticipation of legislative regulations and provide clients with guidance on documentation processes to protect them from HCR related penalties. Examples include recommendations of language to include when contracting with Temp Agencies in order to avoid the Employer Shared Responsibility Provision, and language protecting the employer to include in union contracts extending into 2018 to prepare for Cadillac tax concerns. Because our compliance team includes business minded individuals who have managed large organizations, we think like an owner when disseminating recommendations on documentation and file maintenance.

Gehring Group makes a special effort to remain knowledgeable on industry trends and new legislation and employs several methods of informing our clients about changes in federal, state, and/or local laws. These include:

a. Gehring Group Newsletters

Gehring Group provides you with updates regarding any changes in applicable laws and how they might affect your benefits program via our Gehring Group newsletters which are distributed via email and posted on our client portal. Examples of our newsletters are included in **Exhibit 5** for your review.

b. Gehring Group Client Portal

Our client portal website allows us to post our newsletters as well as legislative updates and documents for clients to review, so that as the landscape of health care reform evolves, we can ascertain that they have timely access to relevant documents and analysis to help them navigate through this period of change.

c. Client Seminars & Webinars

During this time of legislative change, Gehring Group has taken on the role of becoming an educational resource for our clients by hosting several informative seminars on relevant topics. Each year, we host several client seminars/webinars on the topic of health care reform, in order to ensure that our clients have all the information needed to be adequately prepared for the mandates and are comfortable in their understanding of the new requirements. (Sample included in **Exhibit 4** for your review.)

Gehring Group has taken a very proactive response to the **Health Care Reform** legislation and is addressing each of the requirements on behalf of all of our clients to ensure that all policy renewals subject to the mandates are in compliance with this new legislation. We have also hosted a number of webinars for our clients on specific topics relating to Health Care Reform including:

- MLR Rebate Calculation and Distribution
- W-2 Reporting Requirements for Employer Sponsored Healthcare Benefits
- HIPAA Privacy and Security Compliance (with Seyfarth Shaw LLP)
- Seasonal & Variable Employees and the Employer Shared Responsibility Penalty Under the Affordable Care Act
- Planning and Calculating the PCORI and Reinsurance Fees Under PPACA
- PAY OR PLAY - The Employer Shared Responsibility Penalty Including Recently Released Guidance Updates ~ Compliance & Planning for 2014 ~
- Distributing the Employee Notice of Exchange Eligibility, Plan Document Amendments & the Revised Summary of Benefits & Coverage
- Summary of Benefits and Coverage Requirements Update
- Calculating the Count & Completing the Form 720 for PCORI Fees & Potential Implications of the DOMA Supreme Court Decision
- The Individual Mandate Related Legislation What's an Employer to Do?
- A Review of the Rules and Considerations Surrounding the New Use It or Lose It FSA Laws
- Reviewing the IRS Form 1094 and Form 1095 to Report Sections 6055 & 6056
- The Reporting and Remitting of the Transitional Reinsurance Fee (TRF)

d. Face to Face Meetings

Last but not least, Gehring Group will make a point to meet with clients face to face to address issues or opportunities specific to that client. Since Gehring Group sits on the agent advisory councils of many of the major insurance carriers in the state, we are often the first to be informed of new health plan trends and product offerings resulting from the new legislative mandates and can therefore keep our clients well informed of any programs or potential new cost saving opportunities. In addition, we meet with each client to address any changes in state or federal regulations that may affect them.

11) Act as liaison with Third Party Claims Administrator on insurance/contract issues.

Confirmed. The members of your service team are truly an extension of, and valuable resource to the benefits administration and human resources staff. They will be the liaison between your insurance providers/TPA and staff relating to benefits and contract issues. In addition to your account manager, Gehring Group also employs in-house Client Service Specialists that are accessible to assist with claims issues and to answer questions, and will assist the service team in their management of your account.

B. Technical Services

- 1) **Health Plan Comparison/Utilization Analysis – The broker/consultant is expected to work with the City in securing and analyzing financial and claims data from each of the carriers on a quarterly basis, and/or as requested by the City, in order to monitor City benefit plans. Once analyzed, the broker/consultant is expected to provide a summary explanation of the data emphasizing any important trends, emerging problems, etc. It is preferred that the broker/consultant have in-house utilization analysis of all City medical relationships, including managed-care alternatives.**

Confirmed. Gehring Group's Analytical Services Department staff members are experts in the evaluation skills necessary to present complex insurance information in an easy to understand format. Gehring Group will review monthly and historical claims experience, demographic data trends and plan performance from a financial perspective, providing a summary explanation of our findings. Our seasoned and experienced analysts review and evaluate each client's plan performance on a monthly basis, with further extensive analysis performed at scheduled intervals, typically annually. As a top-producing broker for all the large group carriers in the State, Gehring Group is granted access to detailed claims data which allows us to identify cost drivers and utilization issues to drive better decisions regarding plan design and uncover cost saving opportunities. We are also able to take advantage of these robust claims reporting systems to compile and present concise and comprehensive plan performance reports that provide committee members and decision makers with the knowledge necessary to make informed program recommendations and decisions.

What Gehring Group also brings to the table is our extensive public sector experience. We are able to make recommendations based on our experiences with the renewal negotiations for other public sector groups. Based on our review of utilization trends specifically in the public sector market, we are able to provide our clients with valuable insight on factors such as pharmacy utilization, clinic utilization and domestic partner benefits.

- 2) Compliance – The broker/consultant will advise the City on any federally mandated compliance testing requirements relevant to City plans and providing guidance, when requested, in developing testing strategies.**

Confirmed. Gehring Group staff is available to advise the City on any federally mandated compliance testing and provide guidance as necessary. In addition to the information provided in our response to question A-10 (*Apprise the City of current issues in the areas of benefits law and administration*) on **page 20** above, Gehring Group makes a proactive and timely commitment to provide you with regular updates regarding any changes in applicable laws and how they might affect your benefits program. **Exhibit 5: Sample Employee Benefit Newsletters** include several examples of such notifications on legislative issues. We are proactive on follow-up and will contact you directly in the event of any legislative changes that may affect your group or your coverage. In addition, Gehring Group has taken a very hands-on response to the 2010 health care reform legislation and is addressing each of the requirements on behalf of all of our clients to ensure that all policy renewals subject to the mandates comply with this new legislation. With CPA's and Health Care Reform Certified staff, we educate our clients in a step by step manner regarding the associated IRS and other agency reporting. This includes such current requirements as the reporting and filing of the PCORI Fee Form 720, the Counting, Filing, and Payment of the Transitional Reinsurance Fee, Business Associate Agreements, the Preparation for the Completion of Forms 1094 & 1095 regarding Minimum Essential Coverage and Applicable Large Employer Reporting, Necessary Cafeteria Plan Updates, the Impact of DOMA, and Updates to the FSA Lose It or Lose It Rule, for example. We have prepared and will continue to consult with our clients to address the additional requirements of the law including but not limited to:

- Ensuring benefits waiting periods are no greater than 90 days
- Summaries of Benefits & Coverage (SBC)
- Determining whether part-time, variable hour and seasonal employees will be eligible for benefits

- Impact of Employer Shared Responsibility Provision (a.k.a. Pay or Play Penalty)
- New Non-discrimination Rules for fully insured plans (still awaiting guidance)
- Affordability (9.5% rule) and Minimum Actuarial Value
- Notification requirements regarding the availability of the State or Federal Exchange/ Marketplace
- Compliance with Overage Dependent and Domestic Partner Taxation
- Selecting and Documenting Measurement Periods for Employees
- Assistance with 1094/1905 reporting requirements

In addition to providing newsletters, webinars, and seminars as part of our services, we host a client portal to which clients can designate an unlimited number of users. This portal becomes a resource for past presentations, webinars, compliance related newsletters, attorney partner newsletters, wellness newsletters that can be customized for employees, relevant resource links for health care reform legislation, as well as access to the CCH HR Answers Now tool, which is made available to our clients in addition to ThinkHR.

- 3) Self-Funded Programs – The broker/consultant will provide guidance on the annual budgets, allocations of payroll deductions, stop loss purchases and attachment points for the City’s self-funded programs.**

With extensive experience in self-funding, Gehring Group works to consistently deliver an unparalleled level of client service and industry expertise, serving a broad spectrum of clients. Our experience with the requirements inherent in servicing the self-funded market has enabled Gehring Group to become an extension of our clients’ team, reviewing claim utilization trends and recommending meaningful changes, projecting renewals, and proposing out of the box, creative ideas.

Self-insured programs require consistent attention and monitoring. Gehring Group staff will be available to coordinate all services with the client and the applicable carriers; TPA’s and stop loss vendors. Additionally, we perform monthly, quarterly and annual in depth analysis of the overall plan performance, providing trend analysis, high claimant stop loss reimbursement reports, premium and funding assessments and provider network utilization analysis. This consistent monitoring and review will help determine whether renewal projections and payroll deductions are in line and allow for any adjustments to budget expectations. We will also make recommendations on your specific stop loss deductible and aggregate attachment points based on our review and analysis of your claims data.

Gehring Group utilizes standard health insurance underwriting best practices to formulate reliable renewal projections in order for our clients to adequately prepare for the budget impact of the health plan performance. Utilizing the midpoint underwriting formula, we take into consideration both regional and national medical and prescription drug trend factors, evaluate enrollment fluctuations and incorporate the applicable health care reform fees, allowing our staff to provide a reliable estimate of what the employer’s total program cost should be. We also draw on our actuarial partners to provide more specific analysis on claims trends, plan design, premium ratios, IBNR and reserve requirements.

- 4) Actuary Report – The broker/consultant will assist in the preparation of materials required for an annual actuary’s review of the City’s Self-Funded Health Benefit program.**

Gehring Group currently assists the City of Naples and all of our self-funded clients in the preparation of all materials required to complete the annual actuarial filing with the State of Florida for a self-funded health plan. Gehring Group currently engages the actuarial services of Wakely Consulting Group to perform the annual filing required under Florida Statute 112.08 for self-funded programs inclusive in our proposed fee. All costs for the actuarial services outlined herein are inclusive of Gehring Group's proposed annual consulting fee as outlined in **Tab G: Cost of Services** and **Tab E: Identified Services**, question 7.

- 5) **Section 125 Plan – The broker/consultant will participate in the review of all plan documents for accuracy and compliance with appropriate laws and regulations, and appropriateness of items to be included in the plan. This includes a review of IRS Form 5500 annually submitted by the City for accuracy and compliance.**

Confirmed. Gehring Group is available to review and assist with the filing of all required forms and advise on issues relating to items to be included in the City's Section 125 plan. In the event legal interpretation is required, Gehring retains Seyfarth Shaw's Benjamin Conley as an additional resource for issues and research regarding health and welfare plans, ERISA and other benefits related topics. Mr. Conley regularly advises on defined benefit and defined contribution plan compliance, Section 125, ERISA, COBRA and HIPAA privacy regulations. He is also a member of Seyfarth Shaw's healthcare reform team and regularly consults with various governmental agencies such as the IRS, Department of Health and Human Services and the Department of Labor on health care reform developments, receiving clarification and interpretation of guidance directly from the source.

- 6) **Wellness/Disease Management Programs- The broker/consultant will assist the City in evaluation, implementing and measuring the effectiveness of wellness and disease management programs.**

Gehring Group understands that a successful wellness program does not follow a cookie cutter template. Each wellness program we have assisted in developing is unique and fits the needs of that particular organization. Therefore, we provide various services based on the needs of our clients. We believe in the education and involvement of employers concerning their organization's benefit program. As part of this philosophy, we believe in assisting with, coordinating and participating in Wellness Programs. Also, whenever possible, we negotiate wellness dollars and initiatives with the applicable insurance carriers as Gehring Group has done with the City of Naples in the past and will continue to do so in the future.

The key considerations for developing a wellness program are to obtain measurable results which are obtained through periodic health risk assessments and screenings; structured and non-structured activities that are provided by internal and external resources; incentive programs are needed to encourage and sustain participation; there must be support of management which the City has in order to effectively communicate and encourage participation; and budgeting of the program. The simplest of Wellness Programs can cost next to nothing; however, Wellness Programs in which health risk assessments are conducted for the entire employee population and measured throughout several plan years can incur substantial cost to the group.

For many of our smaller clients who may not have a "wellness budget", Gehring Group has enlisted the client's EAP provider or health insurance carrier to provide more extensive disease

management and educational wellness seminars. We have assisted some of our larger clients in implementing a full blown wellness plan that includes incentives for lifestyle changes such as weight loss, smoking cessation, lowering their cholesterol, exercise, etc. For example, the Charlotte County Board of County Commissioners conducts an annual employee health fair where employees can take advantage of free medical screenings including cholesterol, body mass index (BMI), blood pressure and blood glucose level, much like the City of Naples.

Another specific example of Gehring Group's involvement in implementing wellness initiatives is the City of Clearwater. During a prior plan year renewal, Gehring Group was able to negotiate with their health insurance carrier to provide a comprehensive wellness program valued at over \$200,000 at no cost to the City. The program includes monthly educational sessions regarding specific medical issues, incentives to attend the sessions, ability to earn rewards, and many other benefits. There are smoking cessation and weight loss programs and numerous other resources that employees now have at their disposal.

Also, we assisted the City of Sarasota in implementing a customized wellness program that incorporated five measureable targets and alternative incentive rewards. The successful implementation of this program included the negotiation with the carrier to process the testing of the measureable targets inclusively without any co-pays, as well as the roll out of a provider confirmation process that was HIPAA compliant. Such a process is scheduled to be rolled out to the City of Naples through the new *MotivateMe* program for the 2015/2016 plan year.

In summary, Gehring Group is committed to supporting corporate wellness and to assist our clients in pursuing their employee wellness goals.

- 7) **Litigation – On rare occasions, the City may be involved in litigation arising from requests for proposals, contracting, or employee grievances. If such a situation should occur, the broker/consultant will be expected to assist the City and the administration in proving necessary materials and testify if required.**

Confirmed. Gehring Group will assist the City in providing necessary materials and testimony in the event of any litigation relating to the above.

C. Request for Proposal Services

1) Develop RFP's for various City Benefits programs

- a. **In conjunction with the Human Resources representative, prepare Requests for Proposals in compliance with the City's purchasing requirements, exploring all feasible plan designs, for employee benefit programs as needed.**
- b. **Develop evaluation criteria.**
- c. **Address any questions from vendors in the RFP process.**
- d. **Be present and may be asked to participate at oral interviews.**
- e. **Prepare a report analyzing the proposals using the evaluation criteria.**
- f. **If requested, prepare recommendations and defense of said recommendations.**

Having developed a strong niche in the public sector market, public entities represent a predominant portion of the company's current client base. Based on this level of experience in such a specialized market, our firm is uniquely qualified in its understanding of public entity

issues. We understand the bid process and public record laws while maintaining familiarity with the constantly changing and complex Statutes that apply to governmental organizations. Due to Gehring Group's large public sector client base and thus, significant premium volume with the insurance carriers, we have been very successful in negotiating competitive renewal rates with carriers.

In addition, we have significant experience in conducting a formal competitive bid process for all lines of employee benefits coverage in conjunction with our clients' Purchasing/Procurement Divisions. We can be as involved as the group would like us to be in the formulation and release of the RFP to the market and will be very involved in finalist presentations and best and final negotiations. Gehring Group will consistently provide thorough examination of all proposals received during a bid process. We will compare all proposals to the in-force program and illustrate the program differences to include the advantages and disadvantages of each. This will include a detailed cost comparison which outlines the total cost of the program in addition to breaking down the costs related to employer and employee contributions in an easy to understand format. During this process, we will also compare provider networks to determine which proposers may be considered viable options.

Finally, we will be intimately involved in finalist negotiations, making recommendations and overseeing the implementation process. This includes gathering all relevant information such as claims experience, rate history, contracts, and other information required for an RFP and ensuring receipt of all implemented contracts.

2) Appeals – Prepare response to any administrative RFP appeals

- a. **Assist City Attorney in preparation of defense if any litigation should result from the RFP process.**
- b. **Testify in court at the request of the City attorney if litigation should result from the RFP process.**

Gehring Group is available to the City to assist as necessary should any of the above mentioned situations arise.

3) Contracts

- a. **Assist with the development of contracts with vendors.**
- b. **Work with the City attorney to ensure contract legality.**
- c. **Conduct any required negotiations of benefits; plan design, premiums rates and performance guarantees.**

Gehring Group is available to assist with the development and review of vendor contracts in conjunction with the City Attorney. This includes the negotiation of plan benefits, cost factors, and performance guarantees.

4) Implementation

- a. **Serve as an intermediary (ombudsman) between the vendors and City during the implementation of new programs.**
- b. **Prepare rate-deduction spreadsheets.**
- c. **Review new program announcement material for content, appearance, compliance and accuracy.**

Confirmed. Gehring Group staff will be intricately involved in all aspects of the implementation process. We envision our role to be a partner in your benefits program's success through the services we provide and are truly an extension of your human resources and/or employee benefits department. Gehring Group provides extensive assistance during program implementation and the open enrollment process. After the RFP and evaluation process, Gehring Group staff remains involved in:

- Coordinating the implementation process with all selected carriers.
- Assisting with employee meetings at all sites as determined by client.
- Developing education materials and employee benefit booklets via our graphics department (samples included in **Exhibit 3**) based on new programs and updates in current plans, editing for content, appearance, compliance and accuracy.
- Aiding in cancellation or renewal of current insurer upon written acceptance from the client.

In addition to the processes above, your Gehring Group Account Manager will maintain continuous communication throughout the plan year to provide support to staff with administrative, legislative, enrollment and billing questions.

5) Ongoing Contract Services – It is expected that the broker/consultant will:

- a. **Participate in negotiations with vendors on proposed rates and benefits changes to existing contracts.**
- b. **Audit existing contracts on an annual basis for satisfactory performance and contract compliance.**
- c. **Provide quarterly written analysis of the medical plan's claims experience.**
- d. **Periodically provide market analysis of current renewal actions for similar sized employers in southwest Florida and analysis of quality of services and value provided by various managed care vendors.**

Confirmed. Gehring Group will spearhead the negotiations process whether at renewal or during the RFP process and will compile all necessary reports for management staff. Gehring Group provides expert analysis, progressive solutions and top level negotiating skills. Gehring Group maintains excellent carrier relationships. As one of the top producing brokers/consultants for public sector entities throughout the state, our firm has earned the distinct honor of participating in the agent advisory councils of some of the top carriers in the state, such as Florida Blue and CIGNA HealthCare. This provides us with considerable leverage during client negotiations. We have also received additional recognitions and have been named an AETNA Preferred Producer, Florida Blue BlueDiamond Producer, CIGNA HealthCare Platinum Broker, and United Healthcare Advantage Gold membership. We represent all carriers and hold no interest or ownership in any insurer or TPA; therefore, emphasizing our independent status. Our firm has negotiated the savings of millions of dollars in premiums for our clients in addition to providing enhanced benefits through our program analysis and creative plan placement.

Gehring Group will also review all existing contracts annually for accuracy and compliance. In addition, we provide claims reporting to the City on a monthly and quarterly basis. **Exhibit 2: Sample Analytical Reports** includes samples of such reports for your review.

Additionally, Gehring Group periodically conducts a market analysis of entities similar in size and location to the City of Naples. The results of this survey would enable the City to measure your

program benefits and costs against other public sector entities of like size and composition. We realize the value in maintaining a competitive benefits package as it relates to employee hiring and retention. This information would aid the City in maintaining a benefits program that remains competitive in comparison to its local market.

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONSULTANT agrees to accept payment on a time and reimbursement cost basis as indicated in Exhibit B, which is attached and made part of this Agreement.

7. Broker Compensation – Identify your firm’s preference on the means of compensation for services. Provide a detailed analysis of the fee build-up, including allocated time and rates for the service providers. Identify any proposed services that may be outside an agreed-upon fee and an estimate for those services, if applicable. Include the details of any proposed incentive plan, if recommended.

<u>Description</u>	<u>Total Price Annually</u>
Annual Benefits Consulting Services	\$75,000

As requested in Section 10 of the RFP, Gehring Group proposes a flat annual service fee of \$75,000 per year for all services outlined in the scope of work, payable in equal quarterly or monthly installments. Under this arrangement, Gehring Group will solicit all insurance proposals net of commissions and will be compensated directly by the City. As industry experts in the public sector market, Gehring Group proposes an all-inclusive service model whereby we provide a comprehensive scope of benefits consulting and enrollment services.

Please note that there are no hourly charges or fees based on staff level or travel as this proposed annual fee includes:

- All services as outlined in the scope of work
- BenTek® Online Enrollment and Administration System
- Production of annual employee benefits handbook (including printing costs)
- Annual actuarial filing with the State of Florida of the City’s self-insured health plan
- Online HR research tool (Think HR)
- All travel costs required to service the City

Gehring Group has always had the practice of complete fee disclosure and transparency, which we would continue to practice with the City.

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The CONSULTANT shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the CONSULTANT allow any sub-consultant to commence work until all similar insurance required of the sub-consultant as also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The CONSULTANT shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any sub-consultant similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the CONSULTANT's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the CONSULTANT shall provide, and shall cause each sub-consultant to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The CONSULTANT shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any sub-consultant performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a sub-consultant, or by anyone directly or indirectly employed by either of them. The CONSULTANT shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the CONSULTANT.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.
[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **CEO of The Gehring Group, Incorporated** company ("the CONSULTANT"), and hereby certifies to the following:

1. The CONSULTANT is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONSULTANT has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONSULTANT in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONSULTANT in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONSULTANT to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONSULTANT's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONSULTANT will have its consultants, sub-consultants, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONSULTANT being liable for any violation of the law by such third parties.

4. The CONSULTANT will fully cooperate with and have its consultants, sub-consultants, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONSULTANT, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONSULTANT has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONSULTANT will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONSULTANT acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONSULTANT's books and records to confirm that the CONSULTANT is in compliance with the terms of this certification.

Executed this 14 day of May, 2015.

By: 