

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

**Bid/Proposal No.**     RFP No. 20-046

**Clerk Tracking No.**     2020-00109

**Project Name:**             **Employee Benefits Consultant and Brokerage Services**

THIS AGREEMENT (the "Agreement") is made and entered into this **19<sup>th</sup> day of August 2020** by and between the **City of Naples**, a Florida municipal corporation, (the "CITY") and **The Gehring Group, Inc.**, a Florida Corporation, authorized to do business in the State of Florida, whose business address is: 4200 Northcorp Parkway, Suite 185; 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 Request For Proposal No. RFP 20-046 for provision of those services; and

WHEREAS, the CONSULTANT represents that it has expertise in the type of professional 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 Consultant 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 professional 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 professional service which, under Florida Statutes, requires a license, registration, 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 licensed professional 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 professional 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 including those requirements set out in ARTICLE FIVE, below.

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 professional 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 party that is contracting with the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the CITY. This section does not prevent the CONSULTANT from contracting with other firms or government organizations for similar services.

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 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 (NTP)** from the CITY for all or any designated portion of the Project and **shall be performed from October 1, 2020 through September 30, 2023** with the option to renew for two (2) one-year renewal periods. 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 compensation to be paid the CONSULTANT by the CITY for all Services is not to exceed **\$75,000.00 Annually** (Years 1-3) 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.

#### **5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE**

**If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015, Email:PublicRecordsRequest@naplesgov.com; Address: 735 8<sup>th</sup> Street S.; Naples, Florida 34102. Mailing address: same as street address.**

#### **5.3 The CONSULTANT shall:**

- (a) Keep and maintain public records required by the CITY to perform the service.

(b) Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the CITY.

(d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

#### **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, all attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and persons employed 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: **Charles T. Chapman IV**, 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, Inc.  
4200 Northcorp Parkway, Suite 185  
Palm Beach Gardens, Florida 33410  
Attention: **Kurt N. Gehring**, President and CEO  
FEI/EIN Number:     On File            State (FL)

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 assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in consultant's profession. CONSULTANT will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

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 20<sup>th</sup> 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.

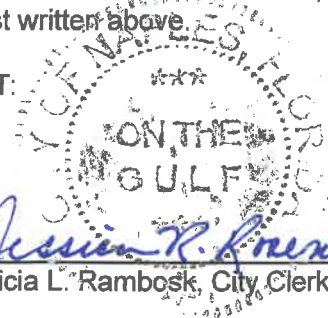
**END OF ARTICLE PAGE**



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

ATTEST:

By: Jessie R. Rambock for  
Patricia L. Rambock, City Clerk



CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: Charles T. Chapman IV  
Charles T. Chapman IV, City Manager

Approved as to form  
and legal sufficiency:

By: James D. Fox  
James D. Fox, City Attorney

**CONSULTANT:**

**THE GEHRING GROUP, INC.**  
11505 Fairchild Gardens Avenue, Suite 202  
Palm Beach Gardens, Florida 33410  
Attention: **Kurt N. Gehring**, President and CEO

**CONSULTANT:**

Cindy A. Thompson  
Witness  
Cindy Thompson  
Witness Printed Name

By: Kurt Gehring  
Printed Name: Kurt Gehring  
Title: President

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

(CORPORATE SEAL)



**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 RFP, any issued Addendum(s)(one), and Vendor's Submittal of (RFP) Request For Proposal No. RFP 20-046, titled Employee Benefits Consultant and Brokerage Services herein referenced and made a part of this Agreement.**

**END OF EXHIBIT A**

**City of Naples, FL**  
**Employee Benefits Consulting and Brokerage Services - RFP**  
**RFP No. 20-046**  
**PROJECT REQUIREMENTS AND SPECIFICATIONS**

**A. PURPOSE**

The City of Naples Human Resources office is responsible for providing for the insurance needs of the City (Council Members, Employees and Retirees, etc.). A major portion of this responsibility involves the acquisition of competitively priced insurance coverage from qualified sources, and also includes certain consultation/advisory services, related to the City's insurance needs.

The purpose of this RFP is to select a qualified Employee Benefits Consultant/Broker who will assist the Human Resources Department and represent the City in the marketing of employee benefit insurance and will provide service and consultation regarding each of the City's benefit programs. The contract will be for three (3) years with the option of two (2) additional years based upon mutual agreement.

This invitation to submit qualifications is not an authorization to approach the insurance marketplace on behalf of the City of Naples. Prospective consultants failing to comply with this condition will be subject to disqualification.

**B. GENERAL INFORMATION**

The City of Naples regularly reviews the structure, scope, competitiveness and economic efficiency of its employee benefit insurance coverages. The City of Naples will consider creative and innovative approaches that will help the City maintain quality employee benefits without sacrificing fiscal soundness.

The following insurance coverages are included in the City's overall employee benefit insurance program:

- ✓ Third Party Claims Administration for Self Insured Health Claims
- ✓ Health Insurance Stop Loss Coverage
- ✓ Prescription Insurance for Self Insured Health Plan
- ✓ Dental Insurance
- ✓ Vision Insurance
- ✓ Basic Life Insurance
- ✓ Supplemental Life Insurance
- ✓ Long Term Disability Insurance
- ✓ AD&D Insurance

Attached as Exhibit A, please find the Employee Benefit Highlights Booklet that includes a summary of the City's current coverages.

### **C. BACKGROUND INFORMATION**

The City of Naples, a municipality in Collier County, Southwest Florida, has a staff of 460 full-time equivalent employees, with a projected population for 2020 of 21,345 permanent residents and 34,500 seasonal residents. The City encompasses approximately 14.26 square miles. The City functions as a Council/Manager form of government.

The City of Naples offers a comprehensive group benefits program to its employees and their dependents. The core benefit program consists of employer paid or partially paid group health, dental, life, and AD&D insurance. The City's group health and prescription insurance is self-insured and group dental, group life insurance and long-term disability is fully insured.

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

1. Supplemental Life Insurance
2. Vision Insurance

Please refer to "Exhibit A" for more information.

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

### **D. CONTRACT MANAGEMENT**

Lori McCullers, Risk Manager and/or her authorized representative will serve as the City's Project Manager.

### **E. MINIMUM QUALIFICATIONS**

The successful firm will have the capability to access insurance markets on a regional or national basis to maximize the availability of coverages for the City's consideration. The successful firm shall demonstrate the resources at its disposal as are necessary to fulfill the requirements of the scope of services.

The successful firm shall be prohibited from proposing a third-party administrator or service company which is owned by the same company or by a parent company unless such a submission is disclosed and expressly permitted by the City.

The successful firm shall demonstrate a proven record of providing services of this type to clients of the same size, nature, and complexity as the City.

The successful firm must possess all necessary licenses to perform the above-mentioned services as may be required by the State of Florida.

The City seeks to enter into a contract that will commence no earlier than October 1, 2020 and will be in-place for a three (3) year term with an optional two (2) one (1) year renewals, if mutually agreed upon by the CITY and CONTRACTOR. Pursuant to the City of Naples Code of Ordinances, Sec.2-667(7)(e), the term of this contract may be extended by the parties for no more than two years. Each renewal or extension shall be automatically extended for automatic and successive additional terms, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term.

The City shall have the right to establish services and their associated fees by contract and to determine which services it may wish to utilize.

The City encourages proposals from all insurance brokers/consultants meeting the following minimum qualifications:

1. Licensed in the State of Florida.
2. Ten years' experience as a licensed insurance broker or brokerage firm.
3. Experience working with at least three (3) municipal accounts with 300 or more employees providing services of the same size, nature, and complexity as the City of Naples.
4. Experience working with at least three (3) government accounts utilizing a self-insured health plan.
5. Evidence of insurance agents' and brokers' errors and omissions insurance with a minimum limit of \$3,000,000.

#### **F. LICENSES**

At a minimum, vendors must submit the following:

1. An active certified Florida Department of Financial Services Agency license; and be certified and or qualified to complete the project per project specifications.
2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Proposals submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
3. Prospective vendors must hold the required license for the type of work to be performed at the time their proposal response is submitted and for the duration of the contract.

#### **G. INSURANCE**

The City's General Insurance Requirements on page 10 apply. In addition to the City's General Insurance Requirements, Errors & Omissions/Professional Liability Insurance with minimum limits of \$3,000,000 is required.

## **H. PROJECT SCOPE OF WORK**

The successful firm shall be able to perform or provide the following services. These services shall include but not be limited to:

### **A. General Services**

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

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

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.
4. **Actuarial Report Services** – The broker/consultant will assist in the preparation of materials required for an annual actuarial review of the City's Self-Funded Health Benefit program. This currently entails the City's annual actuarial filing pursuant to FS112.08 and GASB 75 OPEB valuation.
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.
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.
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 may be expected to assist the City in providing necessary materials and testify if needed.
8. **Automated benefits administration and enrollment services and programs.** The broker/consultant shall provide secure, automated benefits administration and enrollment services.

### **C. Request for Proposal Services**

1. **Develop RFP's for various City Benefits programs.**
  - a. In conjunction with the Human Resources department, 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 participate in oral interviews as needed.
  - e. Prepare a report analyzing the proposals using the evaluation criteria.
  - f. If requested, prepare recommendations and defense of said recommendations.
2. **Appeals** – Prepare response to any administrative RFP appeals.
  - a. Assist City Attorney in preparation of defense in the event litigation should result from the RFP process.
  - b. Testify in court at the request of the City attorney if litigation should result from the RFP process.
3. **Contracts**
  - a. Assist with the development of contracts with vendors.
  - b. Work with the City attorney to ensure contract legality.

- c. Conduct negotiations of benefit's; plan design, premiums rates and performance guarantees.
4. Implementation
  - a. Serve as an intermediary (ombudsman) between the vendors and City during the implementation of new programs.
  - b. Prepare rate-deduction spreadsheets.
  - c. Review new program announcement material for content, appearance, compliance and accuracy.
5. Ongoing Contract Services – It is expected that the broker/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.

#### **I. INDIVIDUAL QUALIFICATIONS**

1. Provide a resume for each individual that will be assigned to work on the City of Naples account. Include account executives, account managers, marketing personnel, and other specialists that would actively work with the City of Naples. Include an estimate of each key person's allocated time to the City of Naples account. Include an organizational chart identifying the team and reporting structures.
2. Provide a profile of the proposed account executive's current client assignments. Your response should include the number of accounts, their complexity, and some reference to time allotments for each.

#### **J. FIRM QUALIFICATIONS AND REFERENCES**

1. Provide a brief history and description of your firm. Include a description of resources or services that may be utilized that are not housed in your local office. Separately, provide a description of services and resources that may be introduced to the City of Naples over time that may add value to its employee benefits program or other business objectives.
2. Describe any special expertise your firm has in providing employee benefits and insurance services to clients with similar or related business activities, specifically include experience with self-insured health plans offered by government employers. Include a list of current client relationships (local or otherwise), if not included in your references.



3. Describe your firm's efforts to remain current on business and employee benefit issues relating to the City of Naples business profile, including industry or association memberships, if applicable.
4. Provide five current client references of similar size, complexity, or with similar needs. Limit your response to those clients that are principally serviced from your local office.

#### **K. IDENTIFIED SERVICE AREAS**

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

6. **Other Services (Optional)** – Provide a brief summary of other services available from your firm that may be appropriate to the City of Naples consideration.
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.

#### **L. COMPENSATION / COST OF SERVICE**

Proposals shall include an annual service fee as part of their response to this RFP. The successful firm shall be compensated on an annual fee basis. Fees will be payable quarterly at the end of each quarter. All program premiums and charges are to be written net of commission and the acceptance of a commission shall be grounds for immediate termination of the contract. If a carrier does not or cannot work on a net of commission arrangement, the firm shall disclose this fact and the commission shall be deducted from the annual fee. The successful firm shall provide an annual statement from each carrier confirming that the insurance carrier has paid no commissions. Full disclosure of all compensation earned, either directly or indirectly, is required. Use of intermediaries, wholesalers, subsidiary companies, etc. is expected and encouraged if advantageous to the City of Naples. However, all fees and or commissions earned as a result of their use must be disclosed and will be deducted from the annual fee. Additionally, the City reserves the right to seek additional relevant records as a means of enforcing this provision.

Refer to attached Cost Schedule that is to be included in your proposal.

**EXHIBIT B**

**BASIS OF COMPENSATION**

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated below in Attachment B-1 which is attached and made a part of this Agreement.

<b>Employee Benefits Consulting Services</b>	<b>Annual Fee</b>
Year 1	\$75,000
Year 2	\$75,000
Year 3	\$75,000
Year 4	\$77,250
Year 5	\$79,570

**Retainage: Not applicable to this Agreement.**

**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 **authorized** 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.

Except for Worker's Compensation coverage, or unless waived by the City in writing, 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.

Except for the Worker's Compensation and Professional Liability, 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:

City of Naples  
Attention: City Manager  
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, without prior approval of the City.

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-1through C-\_\_ ]*

**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned is the **President and CEO of The Gehring Group, Inc.**, 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 30 day of July, 2020.

By: 