REQUEST FOR QUALIFICATIONS NO. 2018-1659

INSURANCE AGENT/BROKER SERVICES FOR GROUP HEALTH AND OTHER EMPLOYEE BENEFITS

Wednesday, December 6, 2017
Dear Vendor:

I thank you for your interest in doing business with the City of East Point. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Please be sure to read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in dismissal of your submittal. Any change(s) to this solicitation will be conveyed through the written addenda process. In addition, notifications of addenda are posted on the City’s website which is located at http://www.eastpointcity.org/contracts-procurement/. Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor’s responsibility to routinely check the City’s website at http://www.eastpointcity.org/contracts-procurement/ for any changing information prior to their reply.

One of the objectives of the Contracts and Procurement Department is to provide quality service. If you have any questions, please visit our website or contact the agent of concern. The staff of the City of East Point’s Contract and Procurement strives to provide excellent service “while purchasing the best for less with the highest level of integrity.” Again, thank you in advance for your continued interest in doing business with the City of East Point.

Sincerely,

Lindell Y. Miller, MBA, CPPO, Director
City of East Point Contracts and Procurement Department
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REQUEST FOR QUALIFICATIONS NO. 2018-1659
PROFESSIONAL INSURANCE AGENT/BROKER SERVICES
December 6, 2017

1.0 INTRODUCTION

1.1 PURPOSE

The City of East Point, Georgia (hereafter referred to as “the City”), is seeking a qualified, experienced firm to provide insurance brokerage services to the City for Group Employee Benefits services. The City is seeking a candidate with experience marketing, negotiating and placing insurance on all medical and ancillary lines for large employers and experience servicing employee benefits needs for municipal governments.

Services shall include, but not be limited to: the review, analysis, recommendation, and placement of insurance for the City’s Group Employee Benefits Program, Benefits Strategic Plans, Consulting/Cost Advocacy, Open Enrollment, Billing Reconciliation, and Retiree Management. Interested firms or individuals must be qualified pursuant to Georgia Law. The selected firm or individual must be currently licensed to practice in the State of Georgia by the Department of Insurance, as required by law.

Proposals submitted in response to this RFQ that comply with the submittal requirements set forth in Section 2.35 and Section 2.36, including providing all forms and certifications, will be evaluated in accordance with the criteria and procedures described therein. See “Exhibit I Detailed Scope of Services”

1.2 BACKGROUND

The City serves an area of 14.7 square miles with a population of approximately 35,471. The City’s fiscal year begins on July 1st and ends on June 30th. The City provides various municipal services to its residents including Police, Planning and Zoning, Building and Code services, Public Works, Storm Water Utility, Parks and Recreation, Code Enforcement, School Crossing Guards, Fire and Rescue services, and Sanitation services.

The City of East Point employs approximately 464 full-time, 18 part-time employees and 215 retirees and is in the business of providing government services to the residents of the City of East Point. The City provides life and health insurance benefits to employees and subsidizes a portion of the cost. Currently the City’s plan benefit year is January 1 – December 31. The benefits listed below are some of the benefits available to employees and dependents, and may be included, but not limited to, the resulting contract:

• Medical - Current provider is Kaiser
• Dental – Current provider is Aetna
• Vision – Current provider is Blue Cross – Blue Shield
• Life – Current provider is Dearborn National
• STD/LTD – Current provider is Sun Life
• COBRA – Current provider is MSI Benefit Groups
1.3 MINIMUM PROVIDER REQUIREMENTS

- The City of East Point is seeking a qualified and experienced AGENT OF RECORD/INSURANCE BROKER firm meeting the following requirements:
  - The Respondent must have a staffed office in the State of Georgia.
  - The Respondent must assign a qualified staff member of the firm to serve as the primary contact with the City and a secondary contact to serve in the event that the primary contact is not available.
  - The Respondent must have been providing employee benefits brokerage services for a minimum of five (5) years in Georgia. The Respondent must have acted as a full-service Agent/Broker for a Georgia local government for at least two (2) consecutive years within the past five (5) years and have expertise and training in the fields of group health, dental, vision, and ancillary insurance programs. Professional designations/certifications in the benefit field (i.e. GBA, CEBS, GBDS) are also strongly encouraged.
  - The Respondent must be fully HIPPA compliant and their employees must be trained in the requirements of the HIPPA laws.
  - The Respondent must be willing and able to continue business with all of the City’s existing providers. This does not mean the City intends to maintain all of its current carriers, but would if necessary and/or considered advantageous to the City. Additionally, a Respondent that has access to or is a member of a health insurance pool may be considered advantageous to the City.

1.3.1 PERSONNEL:

The work shall be performed and directed by the key personnel identified in the submittal from the awarded firm or individual in response to this RFQ. The awarded firm or individual shall not subcontract, assign or transfer any work under the agreement without the prior written consent of the City. Sub consultants must be identified in the submittal and shall be subject to the approval of the City. Any changes in the identified personnel shall be subject to the prior review and approval of the City. When directed by the City, sub consultant personnel whose performance or behavior is determined to be unsatisfactory shall be immediately removed.

The awarded firm or individual shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the agreement. Only competent personnel who are qualified by experience and education shall be utilized.

1.4 OBTAINING THE RFQ

This document and supporting documents can be downloaded at the City of East Point Website, http://www.eastpointcity.org/contracts-procurement/ of East Point under “Open Solicitations”.
1.5 CITY’S RESPONSIBILITIES

1.5.1 Upon execution of the Contract and receipt from the Selected Provider of all required and / or necessary bonds, permits, licenses, certifications, etc., the City shall issue to the Selected Provider a Notice to Proceed letter.

1.5.2 The City will provide the Selected Provider with access to Work Site during the performance of the services.

1.5.3 Final inspection and approval of the Services rendered and approval of the Selected Provider’s invoices for payment.

1.6 PRE-PROPOSAL CONFERENCE

The City will hold a Non-Mandatory Pre-Proposal Conference, on Tuesday, December 19, 2017, at 10:00 A.M. in Jefferson Station located at 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFQ, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns, via addendum, regarding the services sought by the City through this RFQ.

The City of East Point does not discriminate based on disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City of East Point should be directed in writing to Tron D. Jones, Contract Specialist, at email: tdjones@eastpointcity.org.

1.7 QUALIFICATIONS DUE DATE

All RFQ submittals are due in the City of East Point Contracts and Procurement Department located at 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, on or before Friday, January 5, 2018 at 3:00 P.M., legal prevailing time. All RFQ submittals shall be time and date stamped according to the clock in the City’s reception area. Any RFQ submittals received after this appointed schedule will be considered late and will be returned unopened to the Proposer at the proposer’s expense. The RFQ Due Date can be changed only by addendum.

1.8 DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Provider / Proposer to have their RFQ submittal delivered to the City of East Point Contracts and Procurement Department for receipt on or before the above stipulated due date and time. If an RFQ submittal is sent by U.S. Mail, the Provider shall be responsible for its timely delivery to the Contracts and Procurement Department.
1.9 CONTACT PERSON AND INQUIRIES

For information regarding this Request For Qualifications, contact the City of East Point Contracts and Procurement Department tdjones@eastpointcity.org. Deadline for submittal of all inquiries is Friday, December 22, 2017, at twelve o’clock (12:00) noon. Any response made by the City shall be provided in writing to all Provider/Proposers by addendum. No verbal responses shall be authoritative.

2.0 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.1 NO CONTACT DURING THE PROCUREMENT PROCESS

The City of East Point requires that the evaluation and award process for City contracts be free from both actual and perceived impropriety, and that contact between potential vendors and City officials, elected officials, and staff regarding pending awards of City contracts shall be prohibited.

2.1.1 No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the award by the City Council except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

2.1.2 All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed only to the Purchasing Agent.

2.1.3 Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing Director that the submitted bid or proposal of the person, firm, or entity is in violation of this condition and is “non-responsive”, and will not be considered for award.

2.1.4 From the date of issue to the Public until after the Notice of Award has been officially issued by the City Council, Prospective Providers shall make all contact with the City through the assigned Contract Specialist, in the Contracts and Procurement Department, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, email: tdjones@eastpointcity.org.

2.2 CLARIFICATION AND ADDENDA

Providers may submit requests for clarifications or interpretations regarding this RFQ and the Contract. Providers must prepare such requests in writing for the City's consideration as set forth in this section of the RFQ. While the City has not placed an initial limitation on the number of requests which can be submitted, Providers are cautioned...
that if Providers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the City will set restrictions on the frequency and number of requests permitted. The City will not respond to requests, oral or written, received after twelve o’clock (12:00 P.M.) noon on Friday, December 22, 2017 local prevailing time. Providers are advised that this section places no obligation on the part of the City to respond to any or all requests for clarification or interpretation, and that the City's failure to respond to any such request will not relieve the Provider of any obligations or conditions required by this RFQ. If the requests are submitted to the City via U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the outside of the delivery envelope must clearly state “Inquiry Enclosed” to differentiate such parcels from those containing final bid submittals.

Requests for clarification or interpretation regarding this RFQ shall only be submitted in writing (letter, fax or email) to:

City of East Point Contracts and Procurement Department  
Attention Tron D. Jones, Contract Specialist  
1526 East Forrest Avenue, Suite 400  
East Point, Georgia 30344  
Email: tdjones@eastpointcity.org  
Fax: (404) 270-7824  
RE: REQUEST FOR QUALIFICATIONS NO. 2018-1659  
Insurance Agent/Broker Services

Telephone inquiries will not be accepted. All responses to written requests for clarification, interpretation, or additional information will be distributed as numbered addenda to this RFQ and posted on the City of East Point website http://www.eastpointcity.org/contracts-procurement/. The deadline for inquiries is twelve o’clock (12:00 P.M.) noon on Friday, December 22, 2017.

No oral interpretation, instruction, or information concerning this RFQ given by any employee or agent of the City shall be binding on the City. Providers who submit an RFQ submittal in reliance on any such oral information risk having their response to this RFQ deemed non-responsive by the City. Only written responses issued by numbered addendum to this RFQ should be considered by the Providers.

During the period provided for the preparation of RFQ submittals, the City may issue addenda to this RFQ. These addenda will be numbered consecutively and will be posted on the City’s website which is located at http://www.eastpointcity.org/contracts-procurement/. These addenda will be issued by, or on behalf of, the City and will constitute a part of this RFQ. Each Provider is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the RFQ Due Date. All responses to this RFQ shall be prepared with full consideration of the addenda issued prior to the RFQ Due Date.

2.3 TERM OF CONTRACT

The initial term of the contract shall be for a two (2) years calendar period from the date of the executed contract, period of two (2) years, with an option to renew for, upon agreement, for two (2) additional one-year periods, unless cancelled by either party at any time and without cause, upon a thirty (30) day written notice. The City is obligated
only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year.

The City’s determination to extend an offer to exercise an optional Contract term shall be based upon the availability of funding, and the City’s satisfaction with the product / service, and will be at the sole discretion of the City. The Contract associated with this RFQ shall commence upon the date of the formal execution of the Contract and shall remain in effect throughout its term without an amendment in the pricing or terms or conditions.

Unless mutually agreed upon in writing by all parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be the same as those contained within in this Agreement.

2.4 SUBMITTAL INSTRUCTIONS

All RFQ submittals, including all attachments, must be received by the City in an opaque sealed package no later than 3:00 P.M. on Friday, January 5, 2018, and must be addressed to:

REQUEST FOR QUALIFICATIONS NO. 2018-1659
City of East Point Contracts and Procurement Department
1526 East Forrest Avenue, Suite 400
East Point, Georgia 30344


The City is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Prospective Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration and may be considered “non-conforming” and “non-responsive” to the requirements in the solicitation.

Vendors who obtain specifications and plans from sources other than the City of East Point are cautioned that the RFQ package they receive may be incomplete. All public addendums, tabulations, evaluation meeting notices and recommendations of award will be posted on the City’s website at [http://www.eastpointcity.org/contracts-procurement/](http://www.eastpointcity.org/contracts-procurement/).

The Request For Qualifications (RFQ) requirements, including E-Verify Affidavits and the S.A.V.E Affidavit, shall consist of one (1) signed, unbound original that is marked “ORIGINAL” and six (6) permanently bound photocopies that are identical to the original and marked “COPY” which includes tabs labeled Tab 1 through Tab 13 and one (1) CD or flash drive containing a pdf format of the RFQ submittal. Minimum font size of eleven (11) shall be used. The total RFQ response shall contain no more than forty (40) pages. All pages shall be single sided.

Failure to submit the RFQ response in the manner specified herein or failure to enclosed identical permanently bound copies of the original materials in each response copy submitted may result in the disqualification of the entire submittal.
Each envelope or package on the outside shall be clearly marked as follows:

REQUEST FOR QUALIFICATIONS NO. 2018-1659
Professional Insurance Agent/Broker Services
1526 East Forrest Avenue, Suite 400
East Point, Georgia 30344
RFQ Due Date: Friday, January 5, 2018 at 3:00 P.M.

If the solicitation response is submitted to the City via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must also be clearly notated “RFQ Response Enclosed” on the outside to differentiate these parcels from those containing questions or inquiries. This is a sealed RFQ solicitation. Oral, telephoned, telegraphed, faxed, emailed, or otherwise unsealed responses shall be considered invalid and shall not be given award consideration. Simple quotations for the work to be performed in this solicitation shall not be accepted.

The City of East Point Contracts and Procurement Department must receive submittals no later than 3:00 P.M. on Friday, January 5, 2018. RFQ responses received after this time will not be considered and no time extensions will be permitted. Submittals will only be opened following the final RFQ Due Date.

2.5 REQUEST FOR QUALIFICATIONS SCHEDULE

Below is the current schedule of the events that will take place in the procurement process. The City reserves the right to make changes or alterations to the schedule as the City determines is in its best interest. Providers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the City, the dates indicated below for submission of items or for other actions on the part of a Provider shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Provider to be disqualified. The City reserves the right to modify the dates and times.

<table>
<thead>
<tr>
<th>Time / Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday, December 6, 2017</td>
<td>Request for Qualifications Issued to Public</td>
</tr>
<tr>
<td>Tuesday, December 19, 2017</td>
<td>Non-mandatory Pre-RFQ Conference</td>
</tr>
<tr>
<td>No later than 12:00 noon on Friday, December 22, 2017</td>
<td>Deadline to Submit Inquiries</td>
</tr>
<tr>
<td>No later than 3:00 P.M. on Friday, January 5, 2018</td>
<td>RFQ Due Date</td>
</tr>
</tbody>
</table>
2.6 EVALUATION PROCESS

The Selection Committee (SC) will be responsible for ranking and recommending the most qualified individuals / firms(s) to the City Council for award. The process for awarding this Contract may proceed in the following manner:

The City of East Point Contracts and Procurement Department delivers the RFQ submittals to agency staff for summarization for the Selection Committee members. The appropriate department will review the litigation history and the Finance Division will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Director of Procurement will review the information and will make a recommendation to the Selection Committee as to each firm’s responsiveness to the requirements of the RFQ. The final determination of responsiveness rests solely on the decision of the Selection Committee.

All proposals will be evaluated using the criteria specified in Section 2.35 and Section 2.36 of this RFQ. Selection will include an analysis of submittals by a Selection Committee (SC) composed of City personnel who will review the RFQ submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 2.35 and Section 2.36 of this RFQ. The Committee may request oral interviews and / or site visits. Specific factors, as detailed in the RFQ, will be considered in determining which Provider will be deemed to best meet the needs of the City of East Point.

2.7 PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)

Providers may be requested to provide oral presentations to the Selection Committee (SC) or City Council. Recommended Providers may be required to attend City Council meetings. All firms that are found to be both responsive and responsible to the requirements of the RFQ may have an opportunity to make an oral presentation to the SC or City Council on the firm’s approach to this Project and the firm’s ability to perform as required. The SC may provide a list of subject matter for the discussion. The individuals / firms will have equal time to present but the question-and-answer time may vary.

Proposers / Providers may be requested to demonstrate the nature of their offered solution to the SC. After receipt of submittals, all firms will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD or a combination of both) should be given to the Purchasing Agent at the meeting to retain in the Purchasing files.

2.8 METHOD OF AWARD

Award of this Contract shall be made to the responsive, responsible Provider whose response will be the most advantageous to the City of East Point, taking into consideration the evaluation factors set forth in the Selection Criteria. At any time prior to award, the City may find that a Provider is not responsible to receive a particular award.

The City reserves the right to award to that Provider who will best serve the interests of the City, for the product(s) / service(s) that will best serve the needs of the City of East Point. The City also reserves the right to waive minor variations in the specifications and in the solicitation process. The City reserves the right to accept or reject any and / or all RFQ submittals and to award a Contract based on the RFQ.
2.9 NEGOTIATION AND AWARD

It is the City’s intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one (1) of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a Contract.

2.10 DISQUALIFICATION OF PROPOSER

The submission of more than one (1) RFQ submittal to the City as the primary Provider or as a member of a Joint Venture for the same work by an individual firm, partnership, or corporation under the same or different names may be grounds for disqualification of a Provider and the rejection of the RFQ submittals in which they participated.

2.11 RESERVED RIGHTS

The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past records of performance.

2.12 INSURANCE REQUIREMENTS

The Selected Provider shall maintain General Liability, Automobile Liability, and Professional Liability insurance, issued by not less than an “A” insurance carrier, as determined by the rating firm A.M. Best, and who is licensed to issue such coverage in the State of Georgia, in the amount of not less than One Million Dollars ($1,000,000) combined single limit and Two Million Dollars ($2,000,000) combined single limit aggregate, insuring the Selected Provider and its employees, representatives, and agents against liability for negligent, willful, or otherwise tortuous acts of omissions by the Selective Provider, its agents, representatives, or employees in connection with the Selected Provider’s provision of work and / or service(s), and obligations contemplated by this solicitation. That policy of insurance shall list the City of East Point, Georgia, and its employees, appointed officials, contractors, or other designees, as additional insured, (with the exception of Workers’ Compensation and Professional Liability insurance which shall be exempt from this requirement).

The Provider shall maintain a Blanket Fidelity Bond in an amount not less than One Million Dollars ($1,000,000) with an approved corporate surety carrier covering any and all principals, officers and employees involved in the performance of the agreement. Provider will maintain said bond or insurance for a period of two (2) years after the expiration of the contract.

The Provider shall maintain in force an Errors and Omissions insurance in an amount not less than One Million
Dollars ($1,000,000) per occurrence in the aggregate. Provider will maintain said bond or insurance for a period of two (2) years after the expiration of the contract.

The Provider will maintain in force a Cyber Security/Liability policy which provides coverage including but not limited to Privacy Notification and Crises, E-threat Expenses coverage, E-vandalism Expenses which names City of East Point as an additional insured and provides a limit of no less than Two Million Dollars ($2,000,000).

The Selected Provider shall provide to East Point’s Contracts and Procurement Office a Certificate of Insurance reflecting such coverage prior to the commencement of work and/or services contemplated in this solicitation.

2.12.1 The above referenced policy shall include a provision that the policy shall not be cancelled nor modified without providing, at a minimum, a thirty (30) day notice to the City of East Point, Georgia.

2.12.2 All Certificates of Insurance must have affixed a completed ISO 2004 CG 20 10 Additional Insured Endorsement (revised short form) which references the Contract Number assigned by the City, and a brief description of the work or services to be performed.

2.12.3 All Insurance Certificates issued regarding this solicitation must clearly reference the City’s solicitation number and the official title of the awarded Contract.

2.13 HOLD HARMLESS REQUIREMENT

Neither the City, its staff, its representatives, nor any of its consultants and/or attorneys shall be liable for any claims and/or damages resulting from the invitation, advertisement, collection, review, evaluation, and/or tabulation of responses to this solicitation.

The Selected Provider shall indemnify and hold harmless the City of East Point, Georgia, and any and all elected officials, employees, contractors, representatives, or agents of the City of East Point, Georgia, from any loss, claim, liability, penalty, fine forfeiture, demand, causes of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney’s fees) [hereinafter referred to as “Indemnified Costs”] resulting from a breach by the Selected Provider of any of the agreements, representations, trademarks, or warranties of the Selected Provider contained in this solicitation or their response thereto, or caused by, or resulting from any negligent, willful or otherwise tortuous act or omission, or violation of the law by the Selected Provider, its agents, representatives, or employees in connection with the Selected Provider’s provision of work and/or services and obligations contemplated by this solicitation, response thereto, or Contract resulting there from. The indemnity obligation of the Selected Provider under this section shall survive the expiration or termination of any resulting Contract, subject to any applicable statute(s) of limitation(s).

2.14 ACCURACY OF RFQ AND RELATED DOCUMENTS

The City assumes no responsibility that the specified technical and background information presented in this RFQ, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or
interpretation of the solicitation documents other than those provided or given in writing as an addendum to this RFQ.

Should a recipient of this RFQ find discrepancies in or omissions from this RFQ and related documents, the recipient of this RFQ shall immediately notify the Purchasing Contact Person referenced in this RFQ in writing at the following address: City of East Point Contracts and Procurement Department, Tron D. Jones, tdjones@eastpointcity.org, Contract Specialist, 1526 East Forrest Avenue, Suite 400 East Point, Georgia 30344 or Fax Number 404.270.7824. A written addendum, if necessary, will then be made available to each recipient of this RFQ.

2.15 RESPONSIBILITY OF PROVIDER

Each Provider is encouraged to conduct all necessary investigations and to review all available and relevant data and information, which may be necessary in their judgment to assume this responsibility prior to the submittal of their RFQ submittal. Providers are reminded of the City of East Point’s “No Contact During Procurement” requirement and shall only contact the person designated by the RFQ.

2.16 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The City, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The City has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFQ, Proposers waive any challenge to the City's decisions in this regard. Marking all or substantially all a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFQ. Notwithstanding the foregoing, Proposers recognize and agree that the City, its staff, and its Consultants will not be responsible or liable in any way for any losses incurred.

2.17 CITY RIGHTS AND OPTIONS

This RFQ constitutes an invitation to submit a statement of qualifications to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:

- This RFQ does not obligate the City to select, procure, or contract for any services whatsoever.
- The City of East Point reserves the right to award a contract based on this RFQ and the responses received (in whole or in part) to one (1) or several providers.
- The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Providers. A Provider, by submitting a response to this RFQ, agrees to be bound by any modifications made by the City.
- All costs incurred by a Provider regarding responding to this RFQ, the evaluation, and the selection process undertaken regarding this procurement, and any negotiations with the City will be borne by the Provider.
• The City reserves the right to reject all RFQ responses submitted and components thereof or to eliminate all Providers responding to this RFQ from further consideration for this Contract award, and to notify such Providers of the City's determination.

• The City may cancel this RFQ without the substitution of another solicitation and terminate this procurement at any time without any liability whatsoever.

• The City reserves the right to waive any technicalities or irregularities in the RFQ submittals received.

• The City reserves the right to eliminate any Provider who submits incomplete or inadequate responses or is not responsive to the requirements of this RFQ.

• The City may request Providers to send representatives to the City for interviews and presentations.

• To the extent deemed appropriate by the City, the City may select and enter into discussions and negotiations with the Provider(s) submitting RFQ responses, which are found to be reasonably susceptible for award.

• The City reserves the right to discontinue negotiations with any selected Provider.

• The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ.

• All RFQ responses (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the RFQ submittals without further cost to the City.

• The City may add to or delete from the Scope of Work / Scope of Services set forth in this RFQ.

• All RFQ responses not received by the RFQ Due Date shall be rejected and returned unopened.

• Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFQ.

• The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any RFQ submittal and to observe and investigate the operations of such facilities.

• By responding to this RFQ, Providers acknowledge and consent to the rights and conditions set forth in this RFQ.

2.18 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each RFQ submittal, including preparation of all information required to be included in the submittal pursuant to this RFQ, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Provider. In addition, the Provider shall be solely responsible for all costs (including engineering and legal
costs) incurred by such Provider regarding this selection process, including any costs incurred by the Provider in any subsequent negotiations entered into in connection with developing the RFQ submittal. There shall be no claims whatsoever against the City, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the RFQ submittal or other information required by this RFQ or the Contract award process or in connection with the selection process or any negotiations. All price proposals, if required to be submitted to the City, must be F.O.B. East Point, Georgia and must exclude printing, postage, mailing, shipping, or delivery costs, freight or transportation charges, and taxes of any type.

2.19 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the RFQ submittals, the City will evaluate the responses, including the references, financial statements, experience and other data relating to the Provider’s qualifications. If requested by the City of East Point Contracts and Procurement Department, the Provider maybe required to submit additional or supplemental information to determine whether the Provider meets all the qualification requirements.

2.20 REPORTING RESPONSIBILITIES

The successful Provider will report directly to the Director of Human Resources, or their designated representative.

2.21 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Solicitation / Request For Qualifications is subject to the Georgia Security and Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids / proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security.

Completed, notarized E-Verify Affidavits for the Provider, their proposed Subcontractors (if any) and proposed Sub-subcontractors (if any) must be submitted with your RFQ response to participate in this solicitation.

The Provider recommended by the Requesting Department for Contract award shall be required to submit a complete, notarized S.A.V.E. Affidavit prior to receiving official and formal Contract award from the City.

All goods, and / or Services rendered by the Selected Provider(s) pursuant to this solicitation or any resultant contract(s) and / or agreement(s) shall be provided in accordance with all applicable federal, state, and local guidelines, laws, and regulations. If requested to do so by the City, the Selected Provider(s) must provide references and assurances to the City that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant contract award(s). See attachment “A” E-Verify Affidavits / S.A.V.E Affidavits.
2.22 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.23 RIGHT TO PROTEST

Any actual or prospective provider, bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the prequalification, solicitation or award of a contract shall protest to the Purchasing Agent. Protestors are urged to seek resolution of their complaints initially with the Purchasing Agent. A protest with respect to an Invitation for Bids or Request For Qualifications shall be submitted to the Purchasing Agent in writing within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, but in no circumstance after five (5) calendar days of notification of award of contract.

The City’s Municipal Code shall govern all such matters. The City’s Municipal Code may be accessed from the City’s web site which is located at [http://www.eastpointcity.org](http://www.eastpointcity.org) or directly at [http://www.municode.com](http://www.municode.com).

2.24 ETHICS REQUIREMENTS

As provided in Chapter 4, Section 2-4001.- Declaration of Policy (Ord. No. 016-13, 7-1-13), Prospective Providers shall not offer any gratuities, favors, gifts, honorariums or anything of any monetary value whatsoever to any official, employee, representative, and / or agent of the City of East Point for the purpose of influencing consideration and / or award of this solicitation and / or for the purpose of being viewed more favorably and / or more agreeably than others who may also be competing for award. Violation of this clause shall result in the immediate elimination of the Provider’s response from award consideration and may also result in criminal actions and / or criminal penalties against the Provider, the Provider’s representative(s) and the City employee(s), if found to be compliant or in complicity and / or collusion therewith.

All Selected Providers, by entering into a service and / or contractual agreement with the City of East Point, agree to be bound by and comply with all applicable provisions of Part 2, Chapter 4, and Ethics Policy of the Code of Ordinances of the City of East Point, Georgia. Full text of this ordinance may be obtained from the City Clerk’s Office by telephoning 404.270.7100 or online by visiting [http://www.municode.com](http://www.municode.com). The City’s Code of Ordinances may also be found on the City’s web site at the bottom of each Department’s page (in the black bar at the bottom of the page) under the heading “MuniCode”.

2.25 NON-COLLUSION

By submitting a signed RFQ submittal, the Provider certifies that there has been no collusion with any other Provider. Reasonable grounds for believing the Provider has an interest in more than one RFQ submittal will result...
in rejection of all RFQ submittals in which the Provider has an interest. Any party to collusion may not be considered in future solicitations for the same or similar work. When, for any reason, collusion or other anticompetitive practices are suspected among any providers, or bidders, or offerors, a notice of the relevant facts shall be transmitted to the City Attorney for investigation.

2.26 LOCAL PREFERENCE

In accordance with the City of East Point Local Preference Section 4-3324 - (Ord. No. 043-015, 11-2-15) Local vendor purchasing preference pertains to this solicitation. The City has a significant interest in encouraging the creation of employment opportunities for its residents and for businesses located within the City. As a purchaser of goods and services, the City will benefit from expanded job and business opportunities for its residents and businesses through additional revenues generated by its activities. It is in the interest of the City and its residents to give preference on eligible local projects to those eligible Prospective Providers who have direct physical and economic relationships with the City. A "local vendor" or "local business" means any corporation, partnership, sole proprietorship, franchise, or other business form which:

- Has its headquarters, distribution point, retail location, locally-owned franchise, or place of business within the territorial limits of the city, where work and business is and has been regularly conducted for at least six (6) months immediately prior to the issuance of the request for competitive proposals by the city; and

- Holds all business or professional licenses required by state law, county ordinance, and city ordinance at the location within the city for at least six (6) months immediately prior to the issuance of the request for competitive proposals by the City.

Any local vendor who has been determined by the Director of Contracts and Procurement to be otherwise responsive and responsible, which also provides proof of its local status under oath will receive five percent (5%) or five (5) point preference established in the Evaluation Criteria score.

2.27 PAYMENT

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the Contract. Invoices will be subject to verifications and approval by the Requesting Department. Payment will be based on receipt of individually completed check lists and upon inspection by the City’s Authorized Representative of the work / services performed.

2.28 PRICING

Price will not be considered in the final evaluation and rating of the firms. After the highest ranking, overall best qualified Providers have been determined by the Selection Committee, the City will enter into negotiations with those individuals or firms to obtain pricing that is both advantageous to the City and beneficial to the Provider.
2.29 BID BOND, PAYMENT BOND, AND PERFORMANCE BOND - (N/A)

2.30 GENERAL REQUIREMENTS

2.30.1 The Selected Provider shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFQ or of any of its rights, titles or interests therein without prior written consent of the City of East Point Council.

2.30.2 In case of default by the Selected Provider, the City of East Point may procure the articles or services from another source and hold the Selected Provider responsible for any resultant excess cost.

2.30.3 The Selected Provider shall have the sole responsibility for any services provided, and the services provided by any third-parties (subcontractors) utilized by them to deliver any of the services requested by the City during the term of the Contract.

2.31 VALIDITY OF RESPONSES

All RFQ responses submitted must be valid for a minimum of one hundred and eighty (180) calendar days from the posted or amended RFQ Due Date. All responses shall be irrevocable for this period of time, until the City officially awards this solicitation, enters into a Contract for the goods / work / services, issues a Purchase Order for the goods / work / services, officially rejects your company’s response or rejects all responses, or officially cancels this solicitation, whichever shall first occur.

2.32 OPENING OF RFQ RESPONSES

RFQ submittals shall be publicly opened, and only the names of the Providers shall be disclosed at the opening. Contents of competing Provider’s responses shall not be disclosed during the process of evaluation and negotiation. Submittals shall be open for public inspection only after Contract award. Proprietary or confidential information marked as such in each response shall not be disclosed without written consent of the Provider. All such requests shall be handled pursuant to the terms and conditions of applicable Federal and State Freedom of Information Acts and the City’s Municipal Code. The City’s Municipal Code may be accessed from the City’s web site which is located at http://www.eastpointcity.org or directly at http://www.municode.com.

2.33 FINANCIAL INFORMATION

All individuals / firms are required to provide copies of their financial statements to demonstrate their financial capabilities. The financial statements are not required to be audited financial statements. Failure to provide this information at the time of RFQ submittal may result in a recommendation by the Procurement Director that the response is nonresponsive. Each individual / firm shall be required to submit their most recent three (3) years of financial statements for review by the City. Please provide a summary of the individual’s / firm’s financial resources (including the latest years’ financial statements, holding company, and bonding information).

With respect to the number of years of financial statements required by this RFQ, the individual / firm must fully disclose the information for all years required provided, however, if the individual / firm has been in business for
less than the required number of years, then the individual / firm must disclose for all years of the required period that the individual / firm has been in business, including any partial year-to-date financial statements. The City may consider, in its evaluation, the unavailability of the most recent year’s financial statements and whether the individual / firm acted in good faith in disclosing the required financial documents.

2.34 LITIGATION HISTORY

The City will consider a Provider’s litigation history in its review and determination of responsibility. All Providers are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation’s response due date, whether such cases were brought by or against the Provider, any parent or subsidiary of the Provider, or any predecessor organization. If the Provider is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review of a Provider's litigation history is an issue of responsibility, the failure to provide the litigation history as required in the Evaluation Criteria may result in a determination of non-responsiveness by the Procurement Director.

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2.35 EVALUATION CRITERIA

The following is a list of Evaluation Criteria totaling one hundred (100) points. Subsequent pages will further detail and define the Evaluation Criteria which are summarized with their numerical point ranges.

<table>
<thead>
<tr>
<th>Evaluation Criteria – Project Specific Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior experience of the firm: (0 - 45 Points)</td>
<td></td>
</tr>
<tr>
<td>a. Experience in years of successful municipal insurance brokerage services. Experience in similarly sized municipal Employee Benefits clients</td>
<td></td>
</tr>
<tr>
<td>b. Five examples/samples of projects/products that were designed/implemented for clients that saved money, improved quality of benefits, enhanced benefits, increased efficiency and innovated programs.</td>
<td>0 - 45</td>
</tr>
<tr>
<td>Capability to Respond to the City's Needs: (0 - 40 Points)</td>
<td></td>
</tr>
<tr>
<td>a. Firm’s experience advising and implementing self-Fully funded plans for Clients</td>
<td>0 - 40</td>
</tr>
<tr>
<td>b. Firm’s experience in developing benefits strategic plans</td>
<td></td>
</tr>
<tr>
<td>c. Firm’s experience in retiree management and outreach</td>
<td></td>
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<tr>
<td>d. Expertise in municipal employer group open enrollment and eligibility processing</td>
<td></td>
</tr>
<tr>
<td>References (0 - 10 points)</td>
<td></td>
</tr>
<tr>
<td>Quality of References</td>
<td></td>
</tr>
<tr>
<td>Proposer is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Proposer should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer’s attention. Proposer should submit the completed Reference Verification Form with its response by the solicitation’s deadline. The City will verify references provided as part of the review process. Provide a minimum of three (3) references that are comparable in scope, size, and clients within the last five (5) years. Governmental/Public entities are preferred. The Reference Verification Form is attached.</td>
<td>0 - 10</td>
</tr>
<tr>
<td>Local Preference (5 points)</td>
<td></td>
</tr>
<tr>
<td>Location/ Local Preference – Reference the ordinance</td>
<td></td>
</tr>
<tr>
<td>a. City’s Municipal Code Section 4-3324 – Local vendor purchasing preference</td>
<td></td>
</tr>
<tr>
<td>b. Include and completed a signed and notarized Local Vendor Preference Eligibility Affidavit (if applicable)</td>
<td>5</td>
</tr>
<tr>
<td>Total Points</td>
<td>100</td>
</tr>
</tbody>
</table>
2.36 RFQ SUBMITTAL/PROPOSAL FORMAT

The ORIGINAL response package shall NOT be bound and should be provided to the City in an unbound, signed condition and shall be conspicuously marked “ORIGINAL”. All COPIES of the response package SHALL BE IDENTICAL TO THE ORIGINAL AND SHALL BE BOUND IN A PERMANENT MANNER and shall be conspicuously marked “COPY”. The binding employed must be secure and permanent in nature. Three-ring binders, duo-tangs, paper clips, binding clips, and staples are NOT considered permanent binding materials by the City and should not be employed by Prospective Providers for this purpose.

Response packages do not have to be professionally produced nor professionally packaged. Regarding the Evaluation Criteria: each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested individuals / firms.

To assure consistency, proposals must conform to the format contained herein and include no more than the maximum total page count of forty (40) pages, including introductory letters, transmittal sheets, résumés of key individuals, Prospective Provider’s Contact Information Sheet, Table of Contents pages, index sheets or tabs. Paper size: 8½” x 11”. Larger charts and graphs may be provided if folded neatly to 8½” x 11” and the following items, in the order presented below, with tabs between the sections must be included:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Tab Number</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact Sheet: Complete Attachment “B” Provider’s Contact Sheet.</strong> Show the subject: “RFQ No. 2018-1659 AGENT OF RECORD/INSURANCE BROKER” and <strong>Table of Contents:</strong> Include a clear identification of the material by section and by page number.</td>
<td></td>
</tr>
<tr>
<td><strong>1) Letter of Transmittal: (Limit to two pages.)</strong></td>
<td>Tab 1</td>
</tr>
<tr>
<td>This letter will summarize in a brief and concise manner that the Respondent understands the scope of services and makes a positive commitment to provide the services in a professional manner. The letter should name all of the person(s) who will be authorized to make representations for the Respondent, their titles, street addresses, e-mail addresses, and telephone/fax numbers. The letter shall be signed by a representative who is authorized to contractually bind the company and shall include the agent’s title or authority. Where are the company’s main offices located? Responsible Office: Firms being considered for this project may have more than one office location.</td>
<td></td>
</tr>
</tbody>
</table>
2) Background and Workload:

Ability and Qualifications of Proposer – Brief history and organizational structure of your firm. Indicate home office location, local office, office handling account, office hours, number of employees, etc.

A list of staff, their positions and years of experience. Identify the individual(s) who will be assigned to provide services, their roles with relation to this proposal and provide a summary resume including qualifications, title, phone number and location of office.

Current and projected workload. Provide a list of your current and projected workload addressing the addition of the City as a client.

3) Qualifications and Experience:

Describe proposer’s familiarity and years of service to governmental clients. Provide a list of all public agencies for which your firm has provided similar services over the last five (5) years. Include contact person name, title, full address, telephone number, fax number, and email address of a reference within each agency, period of contract, dollar value of contract, services offered, size of entity, and if the client is fully insured or self-insured.

Experience of current/past performance in similar activities. Provide examples of employee benefit projects and products that the Respondent has designed and implemented for clients that saved money, enhanced benefits, increased efficiency and were innovative.

Online open enrollment. Provide a list of agencies which have similar sized employee participation that your firm has provided an online open enrollment system and completed an open enrollment cycle. A minimum of three is preferred.

4) References:

Proposer is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Proposer should use the appropriate reference form to distribute to its reference organization/firm to complete and return to the proposer’s attention. Proposer should submit the completed Reference Verification Form with its response. The City will verify references provided as part of the review process. Provide a minimum of five (5) references that are comparable in scope, size, and clients within the last five (5) years. Governmental/Public entities are preferred.
Please note: references must be specific to the proposed coverage(s) and/or service(s). If it becomes clear that a reference was utilized for one service, yet the reference is not applicable for that service, the reference will not be used for the non-applicable service.

Indicate contact name, phone number, and email address of at least five clients with whom the City may speak with during the evaluation phase. It is the responsibility of the proposer to ascertain that the contact person will be responsive.

SEE ATTACHMENT “C” The Reference Verification Form is attached.

5) Prospective Provider’s Sworn Statement / Non-Collusive Forms (if provided)

The Prospective Provider shall provide a notarized statement or a completed and notarized Non-Collusive Form (if provided by the City) that certifies the Prospective Provider and their subcontractors (if any) and / or staff members have no conflict of interest pertaining to this RFQ and have not, in any manner, entered into a collusive arrangement of any type.

6) Preferred Status:

Preferred status with insurance carriers and/or experience with health insurance pools. Provide a list of your preferred status with insurance carriers by name and number of years with preferred status. Provide a review of experience with health insurance pools.

7) Business Licenses, Licenses, and Insurance

Evidence that your proposer and/or persons performing the work are licensed to do business in the State of Georgia. Proof of insurance as listed. Evidence of possession of required licenses or business permits.

Attach copies of all such licenses issued to the business entity, including a copy of your State of Georgia insurance broker license.

License Sanctions
List any regulatory or license agency sanctions. If there are none, state none.

8) Credentials Section

The Credentials Section shall contain copies of all the credentials / licenses / certifications, etc. that the City requires herein from a Prospective Provider to participate in the solicitation.

Information you must include in this section:

a. Completed E-Verify Affidavits for all tiers of Providers.
b. Completed **S.A.V.E. Affidavit**

c. Proof of a current, valid **Business License**.

d. **Certificates of Insurance**, validating insurance coverage in the amounts stipulated herein by the City, and supportive documentation.

e. Signed **Addenda Acknowledgement Forms** (if applicable)

f. **Proof of Joint Venture** agreement / arrangement (if applicable)

h. **Subcontractor(s) and Sub-subcontractor(s) Listing**, (if any) including the percentage of the work under the Contract each will be assigned to each.

### 9) Financial Information

All firms are required to provide copies of the firm’s financial statements to demonstrate the Firm’s financial capabilities. The financial statements are **not** required to be audited financial statements.

Failure to provide this information at the time of submittal may result in a recommendation by the Procurement Director that the response is nonresponsive. Each firm shall be required to submit its most recent three (3) years of financial statements for review. Please provide a summary of the institution’s financial resources (including the latest year financial statements, holding company, and bonding information).

With respect to the number of years of financial statements required by this RFQ, the firm must fully disclose the information for all years required provided, however, if the firm has been in business for less than the required number of years, then the firm must disclose for all years of the required period that the firm has been in business, including any partial year-to-date financial statements. The City may, in its evaluation, consider the unavailability of the most recent year’s financial statements and whether the firm acted in good faith in disclosing the financial documents.

### 10) Litigation History

The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a Joint Venture, the information provided should encompass the Joint Venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the Joint Venture. Although the review
of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsiveness by the Procurement Director.

<table>
<thead>
<tr>
<th>Tab 11</th>
<th><strong>11) Authority to Conduct Business in Georgia/Joint Venture</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the proposer is authorized to transact business in Georgia. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Director.</td>
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<tr>
<td></td>
<td>A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Georgia. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Director. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Georgia.</td>
</tr>
<tr>
<td></td>
<td>A joint venture is also required to provide with its response a <strong>Statement of Authority</strong> indicating that the individual submitting the joint venture’s proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Director.</td>
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<tr>
<th>Tab 12</th>
<th><strong>12) Additional Information</strong></th>
</tr>
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<tbody>
<tr>
<td></td>
<td><strong>To be considered substantive, a response package must respond to all requirements of the RFQ.</strong> Prospective Providers should provide any other information thought to be relevant to the RFQ and your company’s / firm’s / business’s capability to provide the services requested.</td>
</tr>
<tr>
<td></td>
<td>Any supplemental materials which might enhance the City’s understanding of the Provider and their capabilities and experience should be placed in this tab.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tab 13</th>
<th><strong>13) Request For Qualifications</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Does your firm / company / business agree to be bound by the terms and conditions of the Request For Qualifications?</td>
</tr>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>No</td>
</tr>
</tbody>
</table>
2.37 EXAMINATION OF RFQ DOCUMENTATION

Prospective Providers must carefully review the Request for Qualifications (RFQ) documents and shall promptly notify the City of East Point’s Contracts and Procurement Department, in writing, of all ambiguities, inconsistencies, unduly restrictive specifications, or errors that may be discovered upon examination of the documents. The City’s Contracts and Procurement Department may be contacted by email at tdjones@eastpointcity.org or by fax at 404.270.7824. All correspondence must reference the applicable solicitation number and / or title and be as specific as possible in describing the page number, location, and manner of the suspected ambiguity, inconsistency, restrictive specification, or error. If communication with the City is achieved via facsimile, please include a cover sheet to ensure proper receipt of correspondence by the Contracts and Procurement Department.

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Attachment “A”

E-VERIFY AFFIDAVITS / S.A.V.E. AFFIDAVITS

E-Verify Affidavits - This solicitation is subject to the Georgia Security and Immigration Compliance Act. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, as amended by 2011 House Bill 67, Prospective Providers are hereby notified that all solicitations for services or work that are to be physically performed within the State of Georgia must be accompanied by proof of the Prospective Provider’s registration, the registration of their proposed Subcontractor(s) and the registration of their proposed Sub-subcontractor(s) with the E-Verify Program, as well as attestation to each party’s continuing and future participation in the E-Verify Program as established by the United States Department of Homeland Security.

To ensure complete compliance with the new laws / regulations, the City has made a determination to require proof of participation in the E-Verify Program from all Prospective Providers, all a Provider’s proposed Subcontractor(s) and all a Provider’s proposed Sub-subcontractor(s) at the time the Prospective Provider’s solicitation response is submitted to the City. Completed, notified E-Verify Affidavits must be submitted, at the time of the solicitation response and shall be included in the Provider’s response proposal submittal package. Providers who are unable to provide such documentation when requested to do so will be eliminated from participation in award consideration.

The forms are to be submitted to the City and placed within the Prospective Provider’s response proposal submittal package as instructed in Part II of this solicitation. Prospective Providers must attest to compliance with the requirements of O.C.G.A. §13-10-91 and the Georgia Department of Labor Rule 300-10-01-02 by executing the Contractor’s Affidavit. Under Georgia law, the City of East Point cannot provide award consideration to any Prospective Provider who cannot provide a completed E-Verify Affidavit.

Solicitation responses that are received without the inclusion of such documentation in the response proposal submittal package may be considered “non-compliant” and / or “non-responsive” and may be eliminated from Contract award by the City.

An E-Verify Contractor’s (Prime Offeror’s) Form, an E-Verify Subcontractor’s Form and an E-Verify Sub-Subcontractor’s Form have been included on the City’s web site for your convenience.

S.A.V.E. Affidavit - The City of East Point is required to verify the status of anyone who applies for a Public Benefit through the City. Public Benefits are defined by state statute, O.C.G.A. § 50-36-1, by Federal statute, 8 U.S.C. §1611 and 8 U.S.C. §1621, and by the Office of the Attorney General. Pursuant to these definitions, Contracts awarded by the City of East Point are considered “Public Benefits.” Beginning on January 1st, 2012, any person or persons awarded a Public Benefit must show a secure and verifiable document, and complete the S.A.V.E. Affidavit.

Documents which are considered “secure”, “verifiable” and therefore “acceptable” have been identified by the Office of the Attorney General for the State of Georgia. A list of those documents may be obtained directly from the State of Georgia (http://law.ga.gov/immigration-reports) or from the Federal Government.

The Selected Provider(s) is required to execute the S.A.V.E. Affidavit verifying their status and show a secure and verifiable document prior to the final award of any Contract by the City. The S.A.V.E. Affidavit has been included on the City’s web site for your convenience.

A S.A.V.E. Affidavit form has been included on the City’s web site for your convenience.
EXHIBIT I – DETAILED SCOPE OF SERVICES
REQUEST FOR QUALIFICATIONS
NO. 2018-1659
PROFESSIONAL INSURANCE AGENT/BROKER SERVICES

I. Minimum Requirements

The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit detailed verifiable information affirmatively documenting compliance with each minimum requirement. Proposals that fail to comply with minimum requirements will be deemed nonresponsive and will not be considered.

Proposers shall exhibit considerable relevant experience with this type of work, and should emphasize experience, capability to meet a required schedule, and capability of the particular Principal and personnel who will actually perform the work.

a. The Respondent must have a staffed office in the State of Georgia.

b. The Respondent must assign a qualified staff member of the firm to serve as the primary contact with the City and a secondary contact to serve in the event that the primary contact is not available.

c. The Respondent must have been providing employee benefits brokerage services for a minimum of five (5) years in Georgia. The Respondent must have acted as a full-service Agent/Broker for a Georgia local government for at least two (2) consecutive years within the past five (5) years and have expertise and training in the fields of group health, dental, vision, and ancillary insurance programs. Professional designations/certifications in the benefit field (i.e. GBA, CEBS, GBDS) are also strongly encouraged.

d. The Respondent must be fully HIPPA compliant and their employees must be trained in the requirements of the HIPPA laws.

e. The Respondent must be willing and able to continue business with all of the City’s existing providers. This does not mean the City intends to maintain all of its current carriers, but would if necessary and/or considered advantageous to the City. Additionally, a Respondent that has access to or is a member of a health insurance pool may be considered advantageous to the City.

II. PERSONNEL

The work shall be performed and directed by the key personnel identified in the submittal from the awarded firm or individual in response to this RFQ. The awarded firm or individual shall not subcontract, assign or transfer any work under the agreement without the prior written consent of the City. Sub consultants must be identified in the submittal and shall be subject to the approval of the City. Any changes in the identified personnel shall be subject to the prior review and approval of the City. When directed by the City, sub consultant personnel whose performance or behavior is determined to be unsatisfactory shall be immediately removed.
The awarded firm or individual shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the agreement. Only competent personnel who are qualified by experience and education shall be utilized.

III. SCOPE OF SERVICES

Services include, but are not be limited to the following:

Customer Service

a) Provide claims assistance and intervention on all plans and product lines.

b) Monitor the programs’ operations throughout the year to ensure that benefit providers are meeting all customer service requirements and standards.

c) Coordinate and conduct regular insurance meetings to discuss claims, cost containment, changes, and general administrative matters at least quarterly, and other meetings as requested by the City.

d) Service day-to-day administration issues including providing assistance in the daily administration of programs, resolution of vendor and carrier service issues, and address questions and concerns raised by the City’s employees and management.

e) Provide a qualified contact person for all members (including all employees, dependents, retirees, and COBRA participants) to contact directly to assist with claim issues and other insurance related questions.

f) Administer the COBRA program. Manage bid process for COBRA vendor, if requested by the City.

g) Provide direct access for employees, dependents, retirees, and COBRA participants, to include a toll-free phone number and the qualified contact person’s email address to answer all questions related to benefits. The contact’s phone number, email address and other pertinent information must also be provided in the Benefit Booklet to the members. Provide direct access to Human Resources/Benefits personnel including direct office and cellular phone number for qualified contact person.

h) Assist the City’s Legal Counsel in preparation of defense, if any litigation should result from benefits contracting and testify in court as needed/requested.

Compliance

a) Prepare all “master applications” and other documents.

b) Review all contracts, Summary Plan Descriptions, documents and other information as requested for accuracy.

c) Prepare and coordinate preparation of Summary of Benefits and Coverage and Summary Plan Description.
d) Prepare, coordinate and provide all compliance related documents as required, including but not limited to, required Federal and State Notices and documents for PPACA such as Exchange Notices, Michelle’s Law, COBRA, Newborns’ and Mothers’ Health Protection Act, Section 125, CHIP, WHCRA, Medicare D. Notices, etc.

e) Provide HIPAA training, documents, and other related items as needed.

f) Provide up to date and accurate information related to Healthcare Reform, compliance and other benefits-related legislation which might arise.

g) Provide resources and answers for compliance-related questions.

h) Provide the City Human Resources department with resources and contacts for general HR related legal and regulatory questions.

**Reporting**

a) Maintain all financial reports including the benefits cost analysis. This data must be customized to provide in a format as requested by the City. Provide reports on a monthly basis and as requested.

b) Coordinate with the City to obtain Affordable Care Act calculations and reporting.

c) Conduct an annual benefit survey of other local entities as determined by City staff that includes the level of benefits provided and the costs/premiums associated with such benefits.

d) Assist in budget development by providing an estimate of expected insurance premiums and other costs for the upcoming fiscal year in conjunction with City budget planning period.

e) May prepare a working summary for the City of East Point of each policy including key terms, conditions, and endorsements and maintain an up to date summary.

f) Provide additional reports as requested.

**Renewal**

a) Review existing benefit plans and identify potential gaps or overlaps. Make recommendations for modification.

b) Represent the City with best efforts regarding employee benefits when dealing with benefit service providers. Obtain and analyze periodic reports of claims utilization and other pertinent information from service providers. Identify claims trends and anomalies in a timely manner and prepare recommendations to the City on actions to be taken, if any.
c) Review historical claims experience, demographic data trends, and plan performance from a financial perspective.

d) Assist the City in budget development by providing an estimate of expected insurance premiums and other costs for the upcoming fiscal year. Assist City staff with the development of employee and employer contribution levels.

e) Review additional available cost savings plan alternatives and creative funding options.

f) Responsible for assisting in the benchmarking, pricing and negotiating of the City’s health plan, dental plan, vision plan, ancillary and supplemental coverages, COBRA administration, online enrollment system and other plans/products as directed by the City. The firm shall present the findings in a clear and concise manner to the City. Analysis must include network disruption reports, employer and employee cost comparison, plan design details, contract comparisons and any other details as requested and applicable.

g) Perform all professional services related to preparation of requests for proposal and negotiating the best proposals from selected vendors.

h) Prepare and present a written analytical report of the proposals received including recommendation(s) and supporting documentation including carrier quotes, for recommendations by a certain date that will be defined in the approved agreement with the broker.

i) Prepare summary reports with comparative analysis of all submittals including plan design, rates, network’s and service guarantees. Present results to the Human Resources/Risk Director.

**Education**

a) Provide educational and communication tools to increase awareness and help contain costs, including conducting employee and retiree meetings, preparing and providing an annual Benefits Booklet and any other information as requested.

b) Create communications and presentations outlining the plans to all employees and retirees for open enrollment, as well as other times as requested including:

   i. Prepare and provide Benefit Booklets (after final client approval).

   ii. Prepare, print and mail retiree communications including Retiree Benefit Booklet.

**Billing & Ongoing Enrollment**

a) Coordinate with the online enrollment vendor to develop and maintain the communications portion of the online enrollment website. This includes updating plan designs, posting information, documents, forms, etc., monitoring surveys, and any other review, update or implementation as requested.
b) Facilitate providing identification cards, Summary Plan Descriptions, and other required documentation and necessary forms for all insurance benefit plans.

c) Manage process of enrollment, termination, and change-of-status requests for all vendors, including COBRA.

d) Review and respond to online enrollment discrepancy reports sent from carriers.

e) Facilitate the enrollment of all retirees into the online enrollment system.

f) Facilitate, if requested, the billing, collections, and premium remittance for all retiree coverage enrollments.

g) Assist the benefits and human resources team in developing and maintaining spreadsheets for carrier bill payments and provide reconciliation assistance for all insurance benefit plans.

Open Enrollment

a) Prepare and execute a bid process for the procurement of an online enrollment system which provides the City with the best fit Online Enrollment system (contemplating ease of use, reliability, cost etc.).

b) Provide management of online enrollment system, if required, including monitoring the accuracy of the setup/implementation; providing all direction to the vendor for the upcoming plan year (open enrollment setup, oversee all changes, etc.).

c) Prepare presentation for and conduct open enrollment meeting by providing onsite meetings for employees and retirees. These include various times such as morning, afternoon and evening meetings. Presentation is prepared and given by consultant.

Other Services as Required

a) Participate with the City in conducting an annual Health and Wellness Fair at no cost to the City.

b) Insurance plan design.

c) Marketing of existing coverages.

d) Bid insurance contracts for all lines of coverage to assure best possible conditions and pricing. Bid to be approved by City prior to submission. Responses to be provided to the City of East Point and will include comparative analysis of price, coverage and security with other competitive bids.

d) Assist in the negotiation for other coverage as directed.
e) Obtain answers to policy coverage questions as requested.

f) Perform other related services on an “as needed basis.”

**Compensation**

Currently the compensation for services is in the form of commission. Awarded broker will earn standard commissions on all lines placed directly by the broker. Currently the medical insurance is placed directly by the City.

**IV. Additional Requirements**

Project Deliverables:

1. All applicable Federal and State laws; and City ordinances, codes, rules and regulations of all authorities having jurisdiction over the performance of the work.

2. The apparent silence of the **Scope of Services / Scope of Work** contained herein and any supplemental materials concerning any point or detail of a service to be provided or Work to be performed shall be regarded as meaning that only the best usual and customary professional practices are to prevail and that only services or Work of the first and finest professional quality and of the correct type are to be provided by the Selected Provider in the performance of the services and / or Work associated with this solicitation.

3. All professional services and / or Work are to be of the first and finest quality employing only the most current best practices of the profession / industry.

4. All interpretations of the Scope of Services / Scope of Work contained herein shall be made upon the basis of this section, with the City’s interpretation to prevail.

5. The City of East Point will not be responsible for the payment of or reimbursement of any expenses incurred by any Prospective Providers in the development of a response to this RFQ, including any expenses incurred as a result of interviews, presentations, or supplemental information provided, submitted, or given to the City or its representatives.

6. All Prospective Providers or Joint Ventures / Teams of Providers must be well experienced, and fully licensed (if applicable) and / or certified (if applicable) to perform the services required herein.

7. The Selected Provider(s) must not be restricted in the State of Georgia by law, regulation, licensing, or certification requirements to provide the services designated herein.

8. The Selected Provider(s) shall have the sole responsibility for any services and / or work provided, any and all support provided, and will be solely responsible for the performance of any third-parties (sub-contractors and / or sub-subcontractors) utilized by them to deliver any of the services and / or work requested by the City under this Contract.

9. Once a Contract is entered into or a Purchase Order is issued by the City for the services / work listed herein,
the services / work stipulated and the pricing quoted upon in the Provider’s submittal package shall be the services / work the Selected Provider(s) shall be required to provide to the City. **NO ALTERNATES, NO EXCEPTIONS, NO DEVIATIONS.**

**LEFT BLANK INTENTIONALLY**
Attachment “B”
PROVIDER’S CONTACT SHEET

I certify that I am an officer / authorized representative of the firm listed hereon and that the information and offerings provided in this solicitation response accurately represent the capabilities of my firm in regards to providing the services and / or goods indicated. The City of East Point, Georgia, is hereby authorized to request any officer and / or reference identified in this response package to furnish any information that may be deemed pertinent or necessary to verify and / or confirm information provided by me or in regard to the reputation and / or capabilities of my firm to perform the services requested. I hereby bind my firm and on their behalf, agree to furnish the services and / or goods as specified herein for the term and at the prices agreed upon in negotiations with the City. I hereby attest I have read the solicitation documents, including all attachments, and believe I fully understand the City’s requirements and needs.

My/Our company is a: □ Sole Proprietor □ Corporation □ Partnership □ Joint Venture

Company Name: ____________________________________________________________

Address: __________________________________________________________________$

Address: __________________________________________________________________$

City / Federal / Zip: __________________________________________________________$

Federal ID Number: __________________________________________________________$

Telephone Number: __________________________________________________________$

Fax Number: ______________________________________________________________$

Web Address, if any: _________________________________________________________$

Name: _____________________________________________________________________$

Title: _____________________________________________________________________$

Email Address: ______________________________________________________________$

Cell Phone Number: _________________________________________________________$

Signature: __________________________________________________________________$

Date: _____________________________________________________________________$

This page must be completed and should be the first page of each and every response included in a submittal. Failure to submit the Request For Qualifications response in the manner detailed stated herein or failure to enclose additional requested documentation, if any, may result in the disqualification of your submission.
REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: RFQ No. 2018-1659

SOLICITATION TITLE: Insurance Agent/Broker Services For Group Health and other Employment Benefits

PROPOSING FIRM (List name exactly as provided in proposal):

Date of Verification: __________________________________________________________

Reference Organization: ____________________________________________________

Project Verified (Include the Project Name / Title and a brief description of the Project):
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Person Contacted: __________________________________________________________

Title of Contact: __________________________________________________________

Telephone Number including extension: ______________________________________

Email Address: ____________________________________________________________

Questions

1. Were you satisfied with the firm’s overall performance?  Yes  No
2. Was the Project completed on time?  Yes  No
3. Was the Project completed within the approved budget?  Yes  No
4. Would you engage this firm again?  Yes  No

Additional comments provided by Proposer’s contact:
__________________________________________________________________________
__________________________________________________________________________

__________________________________________                         _______
Signature                                              Date