



REQUEST FOR PROPOSAL

Professional Services for Insurance Management

REQUEST FOR PROPOSAL DATE: April 1, 2014

PROPOSALS DUE NLT: 3:00 pm, April 25, 2014

RFP # 1401048050A

1. General Information:

A. Overview: The Pueblo City-County Library District (PCCLD) is seeking the services of a qualified Insurance Management professional to provide insurance broker services for all of the insurance needs of the District, including employee health, dental, life, and vision insurance, as well as workers compensation, property, casualty, liability, automobile, umbrella and D&O insurance.

B. RFP Schedule:

RFP for Financial Advisor issued:	April 1, 2014
RFP Questions Due:	April 18, 2014
Responses to questions posted on web site:	April 21, 2014
Proposals due by 3:00 pm	April 25, 2014
Rating and preliminary selection:	May 2, 2014
Interviews with finalists, if necessary:	May 5 – 9, 2014
Final selection of vendor:	May 22, 2014
Execution of contract with selected vender:	May 27, 2014

C. RFP Submittal: Proposals are to be submitted in sealed envelopes, clearly identified with the RFP number and title, with all attachments, no later than 3:00 pm local time on Friday, April 25, 2014 to:

Jane Carlsen
Director's Office, 3rd Floor
Pueblo City-County Library District
100 E. Abriendo Avenue
Pueblo, CO 81004

Each complete submission is to include a signed original with all required attachments; three complete copies; and one digital version copied onto either a CD or USB and included with the hard copies. All proposals are to be created using a recent version of Microsoft Office Word and/or .pdf file. Proposals delivered after the above required date and time will be received, but will not be considered and will be rejected for lateness.

All proposals submitted will become property of the PCCLD and will be considered a public document under applicable Colorado State law.

D. Points of Contact:

Contractual and Technical: Questions and requests for clarification regarding any contractual aspects of this RFP must be addressed via US mail or email by 3:00 pm April 18, 2014 to:

Pueblo City-County Library District
ATTN: Chris Brogan
100 E. Abriendo Avenue
Pueblo, CO 81004
Email: chris.brogan@pueblolibrary.org

Questions and requests for clarifications may be sent via email, provided that the RFP number, Title, and the words “question” and/or “clarification” are identified in the subject area of the email. Questions and requests without this subject identification may be considered routine emails, and may not get properly addressed.

All questions and requests for clarification will be responded to on PCCCLD’s web site <http://www.pueblolibrary.org/> (click on open bids) to **all** respondents by April 21, 2014. Any responses by PCCLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be posted on the web site as an addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless posted as an official addendum on the web site.

Communication from any other source, other than the above, should be considered as invalid with regard to this RFP.

2. General Terms & Conditions:

A. Interested Parties: All interested vendors are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein.

B. Tax Exemption: PCCLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PCCLD. Following the contract award, an exemption certificate will be furnished by PCCLD if the vendor requests.

C. Expenses: PCCLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.

D. Non-Discrimination: The vendor agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

E. Governing Law: The laws of the State of Colorado shall govern any contract executed between the successful proposer and PCCLD. Further, the place of performance and transaction of business shall be deemed to be in the County of Pueblo, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be Pueblo County in the State of Colorado.

F. Confidentiality: Proposal submitted to PCCLD for consideration shall be subject to Colorado Open Record Law, Section 24-72-201, et seq., C.R.S., after award is made.

G. Termination of Contract: PCCLD may, by written notice to the successful vendor, terminate the contract if the vendor has failed to perform its service in a manner satisfactory to PCCLD per specifications defined in the contract and/or RFP. The date of termination shall be stated in the notice. PCCLD may cancel the contract upon thirty days written notice for any reason other than cause. This may include, but is not limited to PCCLD's inability to continue with the contract due to the elimination or reduction in funding.

H. Non-Appropriation: PCCLD presently intends to carry out and perform all of the terms and conditions of an awarded contract, and reasonably believes that funds in amounts sufficient to pay all amounts payable hereunder can legally be provided and made available for that purpose, and PCCLD shall include in its annual budget request amounts sufficient to pay all sums payable pursuant to an awarded contract. Notwithstanding the foregoing, the parties hereto recognize that it is possible that in any given fiscal year of the PCCLD funds might not be available. PCCLD shall have the right to cancel any awarded contract at the end of any calendar year during the term hereof that governmental funding from Pueblo County, Colorado is not granted for the subsequent calendar year. PCCLD shall advise vendor of its intention to cancel the awarded contract due to lack of funds on or before the end of any such calendar year and submit therewith to vendor satisfactory evidence showing PCCLD's inability to obtain the required revenues for the coming calendar year. Upon such cancellation PCCLD shall be released from all further liability under any awarded contract. The right granted to PCCLD by this provision may only be exercised for the express reason stated and for no other reason.

I. Confidentiality of Information: The vendor acknowledges that the vendor will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to PCCLD and which information is the exclusive property of PCCLD, including, but not limited to: Internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting PCCLD's business.

3. Proposal Preparation:

A. Exceptions and Deviations: Any exceptions to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PCCLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the proposer.

B. Substantive Proposals: By submitting a proposal, the proposer guarantees that (a) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PCCLD.

C. Minimum Qualifications: To be considered for selection, vendors must meet at least the following minimum qualifications:

- (1). **Established Business.** Vendor must have been engaged as an Insurance Management professional for a minimum of five years prior to the release date of this RFP.
- (2). **Customer Satisfaction, Financial Resources and Ability to Perform.** Vendor must be able to show proof that they have an established satisfactory record and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services to be performed per this RFP.
- (3). **Legal Compliance.** Vendor must be in compliance with all applicable laws, rules, regulations, and ordinances of the City of Pueblo, the State of Colorado and the United States.

D. Submission Information and Documents: The following information and documents shall be included in the proposal submission:

- (1). Name of company, address, telephone number, facsimile number, email address, website URL, and contact person's name.
- (2). Vendor awarded the contract must submit a completed and signed IRS Form W9 to PCCLD before contract begins.

E. Signatures: The proposal must be submitted in ink, signed by an officer or person qualified to bind the proposing company.

F. Withdrawal of Proposal: A Proposer may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no proposer may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.

4. Selection:

A. Vendor Selection: No proposal will be considered unless it is complete. All proposals submitted will be first screened to determine minimum vendor qualifications as outlined in this RFP. The proposals will be ranked, based on total cost and the ability of the proposing vendor to provide the required services effectively. Proposals that do not meet these minimum requirements will automatically be rejected and shall not undergo further evaluation.

B. Right of Acceptance and Rejection: PCCLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of PCCLD. PCCLD is not bound to accept the lowest priced proposal, but will select the proposal that represents the best value for PCCLD.

C. Negotiation: Subsequent to the Proposal due date, PCCLD reserves the right to negotiate terms and conditions with proposers. PCCLD reserves the right to negotiate modifications to a proposal with a single proposer without obligation to negotiate similar modifications with other proposers.

5. Basis of Award:

A. An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this RFP. The following criteria will be taken into consideration when making evaluations of proposals. This list is not intended to be exhaustive.

B. The price proposal for Insurance Management consultant fees. Please provide a cost proposal which clearly identifies methodology used: monthly consulting fees or percentage of insurance premium costs. Describe preference and why the selected method is preferred. Provide a cost comparison.

C. Experience, expertise and qualifications of key vendor personnel assigned to PCCLD account.

D. Financial strength and stability of the vendor.

E. Reference responses and prior experience with other public fund relationships.

6. Key Personnel: PCCLD prefers a single account relationship manager. In the vendor's proposal, list names, titles and locations of the primary and backup employees who will be assigned to PCCLD's account. Also include certifications, education, experience and qualifications of personnel.

7. Competitive Position: Describe what differentiates the vendor's service from that of other competitors. Include in the discussion how the vendor keeps abreast of current and future trends. Discuss the vendor's approach to communication.

8. Customer References: Provide references from at least three (3) customers to which the vendor has provided the services required under this RFP. These should be recent customers with needs comparable to those of PCCLD. Select a mix of long-standing and new customers. Library or other governmental references are preferred. References should include a contact name and phone number

9. Scope of Work: PCCLD seeks the services of an Insurance Management professional to provide the best information and analysis to enable PCCLD to make annual renewal decisions for employee health, dental, vision and life insurance. Similar assistance and evaluation services are also desired for the property/casualty insurance arena, to include risk management, D&O, umbrella and related insurance coverage.

Employee Insurance.

The District currently employs approximately 130 employees and offers basic insurance coverage through Kaiser Permanente for full-time employees. Approximately 54 employees are currently enrolled in this plan.

Dental is covered through Delta Dental and covers 55 employees.
Vision is covered through VSP with 54 employees taking part.
60 employees are enrolled in the life insurance benefit through Lincoln Nat'l.

PCCLD also offers a Flexible Benefit Cafeteria 125 plan to eligible employees.

This insurance coverage will renew on January 1, 2015.

Property, Casualty, Liability, etc.

PCCLD maintains full coverage for four buildings and one storage/rental facility. Four vehicles are insured, as well as one trailer. Three new library facilities are scheduled to open in October of 2014.

PCCLD has a governing Board of Trustees consisting of 7 unpaid appointed members. A D&O policy is maintained to cover the governing board and supervisory staff members.

All of the current property/casualty/liability coverage is provided by the Colorado Special Districts Liability Pool.

This insurance coverage will renew on January 1, 2015.

The current insurance management agreement with PCCLD will expire on May 31, 2014.

Requirements

1. Provide consultation services to the District to secure insurance coverage for :
 - a. Employee health, dental, vision & life insurance
 - b. Workers compensation
 - c. Flexible Benefit plans – HSA information
 - d. Property/Casualty insurance
 - e. Liability insurance
 - f. Automobile coverage
 - g. Umbrella
 - h. D&O coverage

2. Loss management
 - a. Process claims involving property/casualty damage.
 - b. Assist in review of claims and losses.
 - c. Serve in an advisory capacity to analyze practices and policies regarding risk management.
 - d. Assist in meeting requirements for DOL Cost Containment Plan.

3. Communication and training
 - a. Provide training to employees when necessary, to explain employee insurance coverage.
 - b. Communicate on a regular basis with PCCLD employees responsible for insurance management – HR and Finance.
 - c. Work pro-actively as liaison between PCCLD and insurance carriers to provide prompt resolution to questions and concerns.
 - d. Provide assistance in implementation requirements of the Affordable Care Act.

4. Provide independent insurance advice and serve solely the interests of PCCLD.