



CITY OF PITTSBURGH
REQUEST FOR PROPOSAL

FOR

**WORKERS' COMPENSATION
EXCESS INSURANCE BROKER**

**Proposal Due Date:
Tuesday, December 30, 2014
4:00 PM**

City of Pittsburgh
Department of Personnel and Civil Service Commission
Room 403, City-County Building
414 Grant Street
Pittsburgh, Pennsylvania 15219

I. PURPOSE:

On behalf of Mayor William Peduto and the Director of Personnel and Civil Service Commission, we are pleased to issue this Request for Proposal (RFP) for the City's Health & Welfare benefit plans consulting services for a four (4) year period commencing March 1, 2015 through February 28, 2019. This RFP is designed to detail the program(s) objectives and to assist in the preparation of the proposal.

II. PROPOSAL SUBMISSION:

What/When: **Five (5) hard copies and one electronic copy (michele.burch@pittsburghpa.gov) MUST BE SUBMITTED no later than 4:00 p.m. (Tuesday, December 30, 2014).**

Where: Michele Burch, Assistant Director
City of Pittsburgh
Department of Personnel and Civil Service Commission
Room 403, City-County Building
414 Grant Street
Pittsburgh, PA 15219

Important Dates: It is the City's goal to adhere to the schedule as set forth below, but the City reserves the right to change the schedule as needed to fully understand and compare proposals.

Deadline for Questions: **Monday, December 29, 2014**

Proposal Due Date: **Tuesday, December 30, 2014**

Finalist Presentations: **Week of January 12-16, 2015**

Finalist Selection: **Friday, January 23, 2015**

The City of Pittsburgh is not responsible for late delivery. Any proposals received after the deadline will be rejected. The City of Pittsburgh reserves the right to reject any and all proposals without liability and to negotiate further the terms of any proposal. The City of Pittsburgh further reserves the right to take any action affecting the RFP, this RFP process, or the services subject to this RFP that would be in the best interest of the City of Pittsburgh.

Technical Assistance:

If you have any questions regarding any elements of this Request for Proposal (RFP), you may contact Michele Burch, Assistant Director, Department of Personnel and Civil Service Commission, at one of the following:

E-mail: michele.burch@pittsburghpa.gov

Fax: (412) 255-2540

All questions must be in written format and must be submitted in writing no later than 4:00 p.m. Monday, December 29, 2014. Questions will be posted on the City of Pittsburgh's web page for the duration of the posting.

III. CONFIDENTIALITY:

By submitting a response to this RFP, the provider expressly acknowledges that the City of Pittsburgh's data, plans, financial data, contents of the RFP, and other employer information disclosed in this process are the sole and exclusive property of the City of Pittsburgh. The provider agrees that it will not disclose any of the City of Pittsburgh information to any third party without the express written permission of the City of Pittsburgh. The content of all responses to the RFP will be held confidential until the selection of a provider is made, but may be subject to disclosure thereafter.

IV. SCOPE OF WORK:

The City of Pittsburgh is requesting insurance consulting and brokerage services to assist in the acquisition of Excess Workers' Compensation insurance. Brokerage and consulting services must be provided for annual policy renewals and on an as needed basis. The selected broker must provide a thorough renewal presentation each year with policy recommendations to include an analysis of available alternatives in consideration of the City of Pittsburgh's exposures. Brokerage services must also include market research, policy endorsements, certificates of insurance, and coverage consultation on City of Pittsburgh claims. Broker would also advocate with insurance companies on behalf of the City of Pittsburgh and advise on a continuing basis and in a timely manner on any and all significant matters and developments regarding the process of carrier service issues.

The City is currently self-insured with an excess policy through ACE. The cost of the City's current policy is 638,515 with a total current reported payroll of \$203,250,758. The chart below provides information on annual claims.

Year	2011	2012	2013
Incident Only	357	388	355
Lost Time	189	202	168
Medical Only	259	213	220
Restricted	70	65	60
Total	875	868	803

V. GENERAL INFORMATION:

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for sixty (60) business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean calendar days unless otherwise specified.

A. Structured Response:

A proposal must contain the following, referenced by number and in the order below:

1. State the name of the firm, address, telephone number and contact person for the proposal submission. List your statewide offices. Identify the office from which the City of Pittsburgh account would be serviced. Provide a brief description of the history and organization of the Proposer's firm, and of any proposed subcontractor.
2. Describe your firm's internal organization and the manner in which services will be furnished to the City of Pittsburgh. Include and identify those services which may not be available in the local office but are available from your firm and how you will access those services. Provide an example of the structure of servicing a current account similar to the City of Pittsburgh.
3. Copies of business licenses, professional certifications or other credentials, together with evidence that you, if as a corporation, are in good standing and qualified to conduct business in Pennsylvania.
4. The most recent years annual reports or comparable documents including detailed current profit and loss, assets and liabilities and other relevant financial data.
5. Outline the markets to which you would present the City of Pittsburgh's business if awarded the contract.
6. List the names of the proposed account service team and describe each member's service role. Include at least two qualified individuals from your firm having a minimum of five (5) years experience in public agency accounts who would be assigned to work directly with the City of Pittsburgh account. Clearly highlight the experience of each of these individuals in Workers' Compensation Brokerage and Consulting. List any designations. Identify the person who will be the day-to-day contact for the City of Pittsburgh.

Attach resumes for the service team members describing their qualifications including credentials, experience, responsibilities, and specifically work on similar engagements.

7. Describe the steps you would take in reviewing the relevance and necessity of the City of Pittsburgh's current excess workers' compensation policy.
8. A detailed cost proposal. You should make an initial offer on the most favorable terms available. Include compensation on the basis of fee for service. The City of Pittsburgh reserves the right to request revised pricing pursuant to the negotiation of the final contract.
9. A written acknowledgement of the acceptance of the Compliance and Contractual Requirements set forth in Section VI (A) of this RFP. Specific terms may be reserved for future negotiation but must be clearly identified and reasons given for the reservation. Proposals which fail to address each of the submission requirements above will not be considered further.

VI. COMPLIANCE/CONTRACTUAL/OTHER REQUIREMENTS:

A. COMPLIANCE AND CONTRACTUAL REQUIREMENTS

The Contractor must indicate its agreement to all statements listed below. The Contractor must provide a statement that references items 1-34 of Section VI (A), COMPLIANCE/CONTRACTUAL/OTHER REQUIREMENTS and which reflects its agreement to all of these items. Please note that any proposal that does not satisfactorily address all matters outlined in this section will be subject to rejection from consideration by the City.

1. The selected Contractor will be required to assume financial and legal responsibility for all services offered in its proposal whether or not it furnishes the service with its own workforce or otherwise. Further, the City will consider the selected Contractor to be the sole point of contact with regard to all contractual matters.
2. Submission of a proposal constitutes expressed acceptance by the Contractor and all subcontractors of all provisions, conditions and requirements of this RFP including all attachments. Minor exceptions will be considered provided an acceptable alternative is offered by the Contractor. Any such exception must be clearly stated on a separate page(s) in your response and set forth in a section of your proposal that contains any exceptions to the provisions, conditions, or requirements of this RFP.
3. The City reserves the right to modify this RFP at any time, to waive any defect or technicality, and to use whatever criteria the City deems appropriate in the selection of a Contractor.
4. The Contractor and all participating subcontractors, companies, and organizations (hereinafter referred to as "Respondents"), shall agree to accept as final, binding and conclusive all decisions made by the City regarding the RFP, including without limitation, any decisions regarding the selection or non-selection of Contractors or subcontractors for the Program, and further agree not to challenge the City with regard to any part of the RFP process. Further, the Respondents shall release the City of Pittsburgh, its officials (elected and appointed), officers, employees, representatives, agents, and consultants from any and all claims past, present or future, arising out of, in relation to or in connection with the RFP, the Respondents understanding of the information contained in the RFP, the City's selection of or failure to select any of the Respondents or any others in connection with the RFP or the Program, the City's actions in distributing the RFP, the City's method of selecting Contractors or subcontractors, or the use of any information gathered as part of the response process.
5. With the submission of a response to this RFP, the Respondents agree that no employee of the City shall be charged personally or held personally liable by the Respondents for any action taken by the City in connection with the RFP or the RFP process.
6. It is the City's Policy to solicit proposals with a bona fide intention to award a contract. This policy notwithstanding, the City reserves the right at any time to:
 - a. Reject any or all proposals;

- b. Procure any service by any other means;
 - c. Modify the selection procedure or the scope of the proposed project or of the required responses; and
 - d. Cancel this RFP in whole or in part at any time.
7. Soliciting proposals and granting of exclusive negotiation rights does not commit the City to accept any of the terms of any proposal. Final terms of any agreement will be determined by direct negotiations and are subject to final approval by the City. The City may, at its sole discretion, suspend or terminate negotiations at any time.
 8. The City reserves the right to conduct discussions and negotiations with any qualified Contractor in any manner necessary to serve the best interests of the City. The City also reserves the right, at its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.
 9. The City may ask a Contractor questions about its proposal. The City may request additional information or more detailed information from any Contractor at any time including any information inadvertently omitted by a Contractor from its proposal.
 10. All material submitted becomes the property of the City and may be returned only at the City's option. Proposals submitted to the City may be reviewed and evaluated by any person other than competing Contractors at the discretion of the City. The City has the right to use any or all ideas presented in any reply to the RFP. Selection or rejection of the proposal does not affect this right. It is further understood that the Contractor will have independently evaluated the information in this RFP and the City makes no guarantee of data accuracy.
 11. All costs of developing proposals, making presentations, and any subsequent expenses relating to contract negotiations are entirely the responsibility of the Contractor and may not be charged to the City.
 12. Any provision of any contract arising hereunder is void if that provision is in violation of the laws of the City of Pittsburgh, the Commonwealth of Pennsylvania or the United States, or becomes inoperative due to changes in state or federal law or valid state or federal regulations.
 13. It is anticipated that a selection will be made by January 23, 2015. Any selection, if made, will be made on the basis of what the City believes to be in its best interests and the City's decision will be final. Notification will be made in writing. The City reserves the right to award a contract for any number of products and services described in this RFP.
 14. The successful Contractor's contract will contain a provision that the contract may be terminated by the City for cause, including but not limited to: failure to perform any provision of this contract, inadequate or nonperformance of any provision of this contract, malfeasance, misfeasance, fraud, or a material change in the proposing organization's financial staffing or personnel and staffing position which might impair the stability of the organization or might cause it to neglect to perform any provision of this contract properly or in a timely way. The City shall have sole authority to determine whether any such cause exists, and the City's determination shall be binding upon the organization.
 15. The Contractor shall be prepared to enter into a contract with the City on or before March 1, 2015, and to implement the contract as of March 1, 2015.
 16. The Contractor agrees to effectuate in a timely fashion such agreements as are necessary to implement the contract and to enter into a contract with the City for a term of four (4) years if the City so desires.
 17. The Contractor agrees to enter into a contract with the City that will incorporate as part of the contract all or part of this RFP and all or part of the Contractor's response(s) to the RFP, as determined by the City. Furthermore, the Contractor and all subcontractors will be bound by the response(s) to this RFP.
 18. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action against state or federal laws, regulations, or other requirements that govern contracting with the City.
 19. The Contractor shall not disclose to any others any confidential information gained by virtue of this agreement.

20. The Contractor shall not, in connection with this or any other related agreement with the City, directly or indirectly, offer, agree, or promise to give anyone any gratuity for benefit of or at the direction or request of any employee, agent, or consultant of the City.
21. The Contractor agrees that in no case shall services be offered except by persons and Contractors authorized and duly licensed by the Commonwealth of Pennsylvania and applicable federal regulatory agencies.
22. The Contractor agrees that all direct or indirect costs for services proposed are disclosed in this proposal.
23. The Contractor shall be an Equal Opportunity Employer.
24. In order to be considered, Contractor's response to this RFP must be signed by an officer who is authorized to commit the organization to the response(s) to this RFP.
25. The Contractor agrees to abide by and enforce the following standards:
 - a. All names and information concerning participants or eligible employees will be used only for Program purposes. The use of names for prospecting or any other purpose other than Program purposes will not be permitted.
 - b. The Contractor will remain fully responsible for the results of any subcontractor(s) services.
 - c. The Contractor will be required to conduct all business with the special care required in fiduciary situations.
26. The Contractor agrees that its response to this RFP will be binding for a ninety (90) day period, if necessary.
27. Neither the Contractor nor its subcontractors nor its agents shall solicit or otherwise induce an employee with respect to any matters whatsoever relating to the Program nor use information obtained under the Program to directly solicit participants with respect to any other product of said organization nor use any information obtained for any other purpose without the express written approval of the City.
28. The use of any written or visual communication materials or changes to materials being used must be approved by the City in advance.
29. All information concerning the Program and participants is solely the property of the City and that information will remain confidential and will not be used or transmitted to others for any purpose whatsoever, except as required to conduct Program operations or as required by law.
30. Any employee complaints will be brought to the attention of the City immediately.
31. All services provided are subject to audit by the City, and the City auditors or its independent contracted auditor will have access to all pertinent financial records and information concerning the Program. You will fully cooperate with them on a timely basis whenever requested.
32. You will allow the City to have access to all information held by your organization that pertains to the Program.
33. A representative of your organization will be available to meet with the City as requested and be prepared to report on the current status of the Program with expenses paid by your organization.
34. All records and materials, including archived files, database and electronic records developed for the City under the Program by your organization will remain the property of the City of Pittsburgh and will be furnished to the City or its designated appointee as soon as reasonably possible upon request, and at no additional cost to the City. Database records must be furnished in a standard readable format as designated by the City, or forwarded to its designated appointee in a standard industry format.

B. OTHER REQUIREMENTS (MBE/WBE/VETERANS)

Participation of Minority, Women and Veteran Owned Business Enterprises

1. MBE/WBE SOLICITATION AND COMMITMENT

It is the City of Pittsburgh's current goal to encourage increased minority and women participation in all City of Pittsburgh contracts. The City of Pittsburgh, therefore, requires that all proposers demonstrate a good faith effort to obtain the participation of Minority and Women's Business Enterprises in work to be performed under City of Pittsburgh contracts. In order to demonstrate this good faith commitment, all proposers are required to complete and submit with their proposals a MBE/WBE Solicitation and Commitment Statement Form, which details the efforts made by the proposer to obtain such participation. The necessary form is attached as Exhibit 1. Failure to submit the MBE/WBE Solicitation and Commitment Statement Form will result in rejection of the bid. If you have questions pertaining to completing this form for MBE/WBE businesses, please contact our Equal Employment Opportunity Review Commission at 412-255-8804.

2. VETERAN-OWNED SOLICITATION AND COMMITMENT

The City of Pittsburgh has an annual goal of not less than five (5) percent participation by veteran-owned small businesses in all contracts. The participation goal shall apply to the overall dollar amount expended with respect to contracts. The City of Pittsburgh, therefore, requires that all proposers demonstrate good faith efforts to obtain the participation of veteran-owned small businesses in work to be performed under City of Pittsburgh contracts. In order to demonstrate this good faith commitment, all proposers are required to complete and submit with their proposals a Veteran-Owned Solicitation and Commitment Form, which details the efforts made by the proposer to obtain such participation. The necessary form is attached as Exhibit 1. Failure to submit the Veteran-Owned Solicitation and Commitment Statement Form will result in rejection of the bid. If you have questions pertaining to completing this form for Veteran Owned businesses, please contact our Bureau of Procurement Fleet and Asset Services at 412-255-2485.

A. Veteran-owned small business is defined by the City of Pittsburgh as a business having one hundred (100) or fewer full-time employees and not less than fifty-one (51) percent of which is owned by one (1) or more veterans, or in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one (1) or more veterans, and the management and daily business operations of which are controlled by one (1) or more veterans.

B. For contracts under one hundred thousand dollars (\$100,000.00), veteran-owned small businesses shall be exempt from all bonding requirements.

C. STATEMENT OF AFFILIATIONS

In accordance with the Ethics Code, all consultants who enter into a contract with the City of Pittsburgh for an amount of \$1,000 or more must file a "Statement of Affiliations" with the City Clerk within thirty (30) days of the execution of the contract. The Statement of Affiliations shall include:

1. A description of any contractual or other business relationship with the City of Pittsburgh or any of its departments, agencies, boards, commissions or authorities, including the value of the contract or business relationship, entered into during the three calendar years previous to the execution of this Agreement;
2. The consultant's qualifications and experience which shall be applied to the performance of this Agreement;
3. An identification of the consultant's principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the consultant is a public corporation, the officers, the members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.

D. CONTRACT DISCLOSURE

All proposer responses should include a disclosure of any finder’s fees, fee splitting, firm affiliation or relationship with any broker-dealer, payments to consultants, lobbyists, or commissioned representatives or other contractual arrangements of the firm that could present a real or perceived conflict of interest.

E. LEGAL AND INSURANCE OBLIGATIONS OF PROVIDER

If chosen as the service provider, your organization will be required to satisfy the following requirements:

1. Contract for professional services with the City of Pittsburgh.
2. Secure and maintain in effect the following insurance coverages duly executed by the officers or authorized representatives of a reasonable and non-assessable insurance company.

	<u>Individual Occurrence</u>	<u>Aggregate</u>
General Liability		
Bodily Injury, including death	\$500,000.00	\$1,000,000.00
Property Damage	\$ 50,000.00	\$ 100,000.00
Workers’ Compensation	Statutory Provisions	
Automobile Liability*	\$500,000.00	\$1,000,000.00
Bodily Injury, including death	\$ 50,000.00	\$1,000,000.00
Property Damage	\$ 50,000.00	\$ 100,000.00

* Required only if a vehicle will be used in connection with the project.

Additional Insurance Coverage Information:

All policies must be on an OCCURRENCE BASIS. Claims made policies are not acceptable. On your Certificate of Liability Insurance, the City of Pittsburgh must be named as the certificate holder and also listed as ADDITIONAL INSURED for General Liability and Automobile Liability*. Listing the City as a Certificate Holder alone is not acceptable.

Policies must be non-cancelable except upon thirty (30) days prior written notice to the City. **The legal name on the contract must agree with the name on the insurance certificate.**

3. Service provider shall not discriminate in employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, sexual orientation, familial status, age (40 and over), disability, non-disqualifying physical or mental disability or any other basis protected by federal, state or local law.

VII. CONCLUSIONS & INTERPRETATIONS:

1. The City of Pittsburgh will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the City of Pittsburgh other than those given in writing by the City of Pittsburgh through the issuance of addenda. In no event may a proposer rely on any oral statement by the City of Pittsburgh or its agents, advisors or consultants. Should a proposer find discrepancies or omissions in this RFP, or any other documents provided by the City of Pittsburgh, the

proposer should immediately notify the City of Pittsburgh of such potential discrepancy in writing. If the City of Pittsburgh determines that a change is necessary, an addendum will be distributed.

2. Any selection, if made, will be made on the basis of what the City of Pittsburgh believes to be in its best interests and the City of Pittsburgh's decision will be final. Notification will be made in writing. The City of Pittsburgh reserves the right to award a contract for any number of products and services described in this RFP.

3. Upon the completion of the proposal review process, the selected service provider shall be prepared to enter into a contract with the City of Pittsburgh to ensure that the project is completed as stipulated in the contract.

EXHIBIT 1

CITY OF PITTSBURGH MBE/WBE/VETERAN OWNED SOLICITATION AND COMMITMENT FORM

SPECIFICATION NO.	DATE:	IS YOUR BUSINESS ANY OF THE FOLLOWING?
COMPANY NAME:		<input type="checkbox"/> MINORITY OWNED
ADDRESS:		<input type="checkbox"/> WOMAN OWNED
CITY, STATE AND ZIP CODE:		<input type="checkbox"/> VETERAN OWNED
FAX NUMBER AND E-MAIL ADDRESS:		(CHECK ALL THAT APPLY)

FOR ASSISTANCE REGARDING MBE / WBE BUSINESSES, CALL THE EQUAL OPPORTUNITY REVIEW COMMISSION AT 412-255-8804. FOR ASSISTANCE REGARDING VETERAN OWNED BUSINESSES, CALL THE BUREAU OF PROCUREMENT, FLEET AND ASSET SERVICES AT 412-255-2485.

FAILURE TO COMPLETE FORM MAY BE SUFFICIENT CAUSE FOR BID REJECTION

PLEASE LIST ALL MBE / WBE / VETERAN OWNED BUSINESSES SOLICITED FOR PARTICIPATION

SOLICITATED COMPANY'S NAME AND ADDRESS	PHONE	FAX #	E-MAIL	MBE OR WBE OR VETERAN (CHECK ALL THAT APPLY)			
1.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				EST \$	EST %	EST \$	EST %
2.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				EST \$	EST %	EST \$	EST %
3.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				EST \$	EST %	EST \$	EST %
4.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				EST \$	EST %	EST \$	EST %

MBE / WBE / VETERAN HISTORY	CONTRACT NO.	DESCRIPTION	MBE USED	WBE USED	VETERAN OWNED USED

CITY OF PITTSBURGH MBE / WBE / VETERAN SOLICITATION AND COMMITMENT FORM				
NAME AND ADDRESS	PHONE	FAX	<u>CIRCLE:</u> MM MF NMF VETERAN	WORK PERFORMED: _____ EST. PAYMENT: _____ PAYMENT % OF CONTRACT: _____ DATE STARTED: _____
NAME AND ADDRESS	PHONE	FAX	<u>CIRCLE:</u> MM MF NMF VETERAN	WORK PERFORMED: _____ EST. PAYMENT: _____ PAYMENT % OF CONTRACT: _____ DATE STARTED: _____
NAME AND ADDRESS	PHONE	FAX	<u>CIRCLE:</u> MM MF NMF VETERAN	WORK PERFORMED: _____ EST. PAYMENT: _____ PAYMENT % OF CONTRACT: _____ DATE STARTED: _____
NAME AND ADDRESS	PHONE	FAX	<u>CIRCLE:</u> MM MF NMF VETERAN	WORK PERFORMED: _____ EST. PAYMENT: _____ PAYMENT % OF CONTRACT: _____ DATE STARTED: _____

I HEREBY ATTEST THAT ALL THE ABOVE FORMS HAVE BEEN FILLED OUT TO THE BEST OF MY KNOWLEDGE AND I ACKNOWLEDGE THAT THE DOCUMENTS SUBMITTED ARE THE MBE / WBE / VETERAN PARTICIPATION PLAN AS REQUIRED BY THE CITY OF PITTSBURGH.

(TYPE NAME AND TITLE):

SIGNED: _____

DATE: _____