

**TOWN OF GUILFORD  
REQUEST FOR QUALIFICATIONS AND PROPOSALS  
RFQ/RFP#6-1314  
HEALTH INSURANCE AGENT/BROKER SERVICES  
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I.

**LEGAL NOTICE  
TOWN OF GUILFORD  
REQUEST FOR QUALIFICATIONS AND PROPOSALS  
RFQ/RFP #6-1314  
HEALTH INSURANCE AGENT/BROKER SERVICES**

The Town of Guilford and Board of Education are requesting proposals for a broker and agent of record to coordinate its health insurance and ancillary products from reputable insurance carriers, finding the desired products at the most competitive prices. Respondents are required to submit two copies and one compact disc (or flash drive) of their fee proposal ( separate sealed envelope) and qualification statements in a second sealed envelope by no later than Friday March 7, 2014 at 2:30 p.m. in the Office of the First Selectman, Second Floor, 31 Park Street, Guilford, Connecticut 06437. Late submittals will be rejected. All submittals should be labeled with RFQ/RFP number and RFQ/RFP title.

The complete RFQ package may be obtained at the Office of the First Selectman or may be accessed from the Town of Guilford's website at [www.ci.guilford.ct.us](http://www.ci.guilford.ct.us) and the Connecticut Department of Administrative Services procurement website. Questions regarding the specifications may be directed, in writing only, to Sharon Milroy, Benefits Coordinator for the Guilford Public Schools at [milroys@guilford.k12.ct.us](mailto:milroys@guilford.k12.ct.us) and Mitch Goldblatt, Director of Human Resources at [goldblattm@ci.guilford.ct.us](mailto:goldblattm@ci.guilford.ct.us) with a copy to the Purchasing Department at [millmanp@ci.guilford.ct.us](mailto:millmanp@ci.guilford.ct.us).

Each respondent shall honor their proposal for ninety (90) business days from the date of proposal opening, without modification. Upon award of the RFQ, the winning respondent shall be bound by the proposal price throughout the contract period.

The Town of Guilford reserves the right to reject any or all proposals; or to waive defects in same, if it deems such to be in the best interest of the Town.

  
\_\_\_\_\_  
Joseph S. Mazza  
First Selectman

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Publish one time only in the New Haven Register under LEGAL NOTICES on Friday February 21, 2014

## **I. GENERAL SPECIFICATIONS**

### **A. INTRODUCTION**

The Town of Guilford is requesting proposals for a broker and agent of record to coordinate its health insurance and ancillary products from reputable insurance carriers, finding the desired products at the most competitive prices for fiscal year 2014/15. The Town of Guilford currently offers health insurance to 130 Town employees and 500 Board of Education employees. The Town currently offers self-insured health programs through Anthem. As this is an agent/broker RFQ, insurance/risk management consultants and carriers will not be considered.

### **B. BACKGROUND INFORMATION**

The Town currently carries the following plans:

- Anthem Century Preferred PPO (self-insured)
- Anthem Century Preferred PPO-1 (self-insured)
- Anthem Century Preferred PPO-20 (self-insured)
- Anthem Comprehensive (self-insured)
- Anthem Dental (self-insured)
- Anthem Retiree over 65 (fully-insured)

There are approximately 130 Town employees enrolled in these plans. The Director of Human Resources is responsible for health benefit administration and labor issues. Sheila Villano, Director of Finance for the Town is responsible for the financial administration of health benefits including employee payroll contributions.

The Board of Education currently carries the following self-insured plans:

- Anthem Century Preferred PPO
- Anthem Comprehensive
- Anthem Dental

There are approximately 500 Board of Education employees in these plans. The School Benefits Coordinator is responsible for the health benefit administration and employee payroll contributions. Linda Trudeau, the School Business Manager and/or the Superintendent of School's designee is responsible for the financial administration for health benefits and labor issues at the Board of Education.

### **C. TERM OF SERVICE**

The term of service for the selected firm is fiscal year 2014/15, which commences July 1, 2014 and expires June 30, 2015, subject to contract execution and subject to Town option to renew for three additional successive one year periods. The Town reserves the right to cancel this proposal process and the contract at any time should any of the following conditions exist:

- Funds are not appropriated to allow continuance of this contract
- Town, through changes in its requirements or method of operation, no longer has a need for this service
- Town is not satisfied with the level of services provided under the contract or the contractor fails to comply with any terms and conditions outlined in the contract

### **D. SPECIFIC SERVICES**

- Review current plan experience, communicate claims trends for discussion, and negotiate cost savings with providers on an as needed basis.
- Periodically review the health plans' claims and fees and provide a reasonable analysis of same versus comparative norms within the industry.
- Ensure accurate follow-through on all negotiated contractual arrangements made between the Town and its health insurance carriers.
- Intervene and resolve problematic issues with providers, on an as needed basis, such as problems that may arise regarding claims, proper coverage, routine administration, and day-to-day account service.
- Provide Town/BOE staff with accurate management reports/utilization review information from all carriers on a continuing basis.
- Provide Town/BOE staff with information on new health/life/disability programs, more cost effective products, future trends in employment, and employee benefits as they become available.
- As new programs become available, consult with Town/BOE staff to develop an employee benefits program specific to the objectives of the Town/BOE.
- Analyze annual renewals for all plans and periodically market each coverage.
- If necessary and at the request of Town staff, develop an RFQ/RFP for soliciting proposals from health care providers.
- Develop strategies for presentation and implementation of any new benefits program to employee unions and other interested parties.
- Serve in an advisory capacity during all Town/BOE negotiations with collective bargaining units. This includes analysis of benefit proposals, providing counsel to negotiators and testifying at negotiating, mediation and arbitrator sessions as needed.
- Coordinate employee communication and conduct employee information meetings

as new programs are implemented.

- Provide expert advice and/or testimony in disputes that may arise between the Town/BOE and its labor unions as it pertains to the health benefit plans.
- Inform Town/BOE staff of changing legislation and legal decisions affecting employee benefits, including, without limitation, the Affordable Care Act and Health Insurance Portability and Accountability Act (HIPAA). Advise and discuss methods to comply with these changes.
- Provide any other services as deemed applicable by the Town/BOE.
- Conduct a claims audit, which randomly reviews the accuracy of claims administration for a period of up to three previous fiscal years.
- **Will assist the Town in evaluating Guilford's self-insured plan and whether it is beneficial and the most economical compared to fully insured plans.**

## **II. SUBMISSION OF QUALIFICATION STATEMENTS /FEE PROPOSALS**

### **A. Qualification Statement**

The qualification statement must be organized in the following format and include the following information (missing or incomplete information may be grounds for disqualification).

- Letter of interest
- Company Information - The company shall provide a brief summary of their firm, including the following information:
  - Name of company and parent company, if any
  - Name of company primary areas of service
  - Address of principal office and office which will provide the services
  - Name, address, and telephone number of the principal contact person to receive notifications.
  - Date established
  - Legal form of ownership. If a corporation, where incorporated
  - Years engaged in above services under your present name

**1. Relevant Experience** – Describe the expertise of the servicing office with regard to your knowledge and experience in working with those carriers who write public entity insurance in Connecticut. Provide a list of your municipal insurance markets your firm has direct representation that do business in Connecticut. Respondent should have provided similar services to a minimum of three (3) municipalities of towns similar in size to Guilford for at least five (5) years.

**2. Experience of Account Team** - Provide a description of the account team for the Town. Include resumes of each account team member and a thorough description of the roles, qualifications and municipal experience of each service team member.

**3. References** - List no less than three (3) client references for whom services similar to this RFQ are currently or have previously been provided, as referenced in item 1 above. The list shall include the following information: name of organization, approximate gross cost of contract, annually, dates services encompass, services being provided and contact information. The Town reserves the right to contact these organizations regarding the services performed by the firm.

**4. Default** - Have you ever defaulted on a contract? If so, where and why.

**5. Litigation** - Describe any pending litigation in which your firm may be involved.

**6. Principals** - Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers. Indicate which individuals are authorized to bind the organization in negotiations with the Town.

**7. Additional Information** - Please provide any other information that your firm believes would be important and pertinent to the Town in making their recommendations of award.

**8. Data from Town/BOE** - Detail the specific data your firm would require from the Town and Board of Education to begin servicing this account.

**9. Role of Employer** - Describe the anticipated role that the employer (Town/BOE) will play in your approach to service this account annually.

## **B. Work Plan**

Include a project work plan with suggested timeline for completion of applicable project phases. Specific project work plan and completion dates to be determined with Town upon contract execution with selected firm.

### **C. Fee Proposal**

**See attached from and submit in separate sealed envelope**

### **D. Affidavits**

Non-Collusion Non-Conflict Affidavit and EEO/Affirmative Action

Affidavit(attached)

## **III. MINIMUM REQUIREMENTS/ METHOD OF SELECTION**

### **A. Minimum Requirements**

The firm must satisfy the following minimum requirements:

1. Licensed in Connecticut
2. Five (5) years or more in the insurance business
3. Annual commercial premiums in excess of \$2,000,000
4. Two qualified principals or account managers with at least 5 years experience in the Property & Casualty business and have a CPCU, ARM or CIC designation.
5. Municipal experience with three or more accounts of annual minimum premiums of \$500,000 each of three of the past five years.
6. Experience with the Connecticut insurance market

**B. Method of Selection**

On behalf of the Town and the Board of Education a Selection Committee (“Committee”) will evaluate the respondents in accordance with the Town Purchasing Policy. At the Committee’s option, the Committee may evaluate the qualification submittals first and then open and assess the sealed fee proposals. Further, the Committee may decide to interview a short list or all of the Respondents before making its final recommendation to the Board of Selectmen (BOS). The Committee’s recommendation for the most responsive responsible respondent shall be presented to the BOS for approval and for final negotiations by BOS designated representatives to finalize the contract(s) in conformance with the Town’s requirements and subject to Town approvals and review by the Town attorney. The contract will not be deemed to be awarded until a written contract, in a form acceptable to the Town, has been fully executed by both parties.

**IV. TIMELINE OF THE RFQ PROCESS**

The following is tentative timeline:

RFQ and separate fee proposal envelope due	March 7, 2014
Committee review and optional interviews of firms	Mid-March , 2014
BOS award and notice to all firms (subject to successful contract negotiation)	last week of March , 2014

All inquiries relative to the scope of services listed herein as well as clarification of any information contained in the RFQ must be made in writing **on or before noon on March 4, 2014** to Mitch Goldblatt, Director of Human Resources for the Town at [goldblattm@ci.guilford.ct.us](mailto:goldblattm@ci.guilford.ct.us) and Sharon Milroy, Benefits Coordinator for the Guilford Public Schools at [milroys@guilford.k.12.ct.us](mailto:milroys@guilford.k.12.ct.us) with a copy to Town Purchasing Department at [millmanp@ci.guilford.ct.us](mailto:millmanp@ci.guilford.ct.us).

## **VI. GENERAL TERMS AND CONDITIONS**

**A. TERMS AND CONDITIONS** A prospective Respondent must be willing to adhere to the terms and conditions of this request, including the following:

1. Ownership of Documents – All qualification statements submitted in response to this Request for Qualifications and Proposals (RFQ) are to be the sole property of the Town and subject to the provisions of Section 1-200 et seq. of the Connecticut General Statutes (re: Freedom of Information).

2. Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ is to be the sole property of the Town unless stated otherwise in the RFQ or contract.

3. Timing and Sequence – Timing and sequence of events resulting from this RFQ will ultimately be determined by the Town and the SBC.

4. Oral Agreements – The SBC and the Town will not be responsible for any alleged oral agreement or arrangement made by a respondent with any agency or employee.

5. Amending or Canceling Requests – The Town reserves the right to amend or cancel this RFQ prior to the due date and time, if it is in the best interest of the Town to do so.

6. Rejection for Default or Misrepresentation – The Town reserves the right to reject the proposal of any Respondent that is in default of any prior contract or for misrepresentation.

7. Clerical Error-The Town reserves the right to correct inaccurate awards resulting from its clerical error.

8. Rejection of Qualification Statements - Qualification statements are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ.

9. Changes to Qualification Statements - No additions or changes to the original qualification statement will be allowed after submittal.

10. Contract Requirements – A formal agreement will be entered into with the Respondent. The contents of the proposal submitted by the successful Respondent and the RFQ will become part of any contract award.

11. Rights reserved to the Town – The Town reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town will be served.

12. Withdrawal of Qualification Statements – Negligence on the part of the Respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.

13. Assigning, Transferring of Agreement – The successful Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, its rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.

14. Cost of Preparing Qualification/Proposal Statements – The Town shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

## **B. COMPLIANCE WITH LAWS**

1. Non-Discrimination and Affirmative Action. Respondent, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Respondent that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Respondent further agrees that this article, ( and any additional provisions required by law), will be incorporated by Respondent in all contracts entered into in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d) ), Public Accommodations Law (46a-63-64),

Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15) ), definition of Mentally Retarded (46a-51-13 ), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

2. Executive Orders. The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
3. Connecticut's Prevailing Wage Law Provision. If applicable, the contractor must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is **\$400,000** or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is **\$100,000** or more. For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the contractor's monthly certificate for payment. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.
4. Occupational Safety and Health Administration Requirements. According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least **\$100,000** shall contain a provision requiring that, not later than

thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

5. Payment Bond/Performance Bond State Law Requirements. CGS Section 49-41, known as the Little Miller Act, requires that the Town ensure that payment bonds a/k/a labor and materials bond in the amount of the contract are provided for public works projects over **\$100,000**. When a contract for construction, alteration, remodeling, repair or demolition of any public building is estimated to cost more than **\$500,000** additional laws/requirements apply. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.
6. State of Connecticut Contractor Prequalification Program. CGS Section 4b-91 requires all bidders for the construction, alteration, remodeling, repair or demolition of any public building or any other public work by a public agency (includes a municipality) that is paid for, in whole or in part, with state funds and that is estimated to cost more than **\$500,000**, except a public highway or bridge project or any other construction project administered by DOT, shall be prequalified with the State pursuant to CGS Section 4a-100. Once a contractor is prequalified, it is issued a prequalification certificate by DAS, which certificate is in effect for one year. Subcontractors' work, the cost of which may exceed **\$500,000**, are also required to be prequalified. Any bid for a project that requires prequalification must include a copy of the bidder's Prequalification Certificate showing the aggregate work capacity rating required under the contract and the Update (Bid) Statement showing renewal of certificate and/or change in aggregate work capacity. Bids which do not include a copy of the Prequalification Certificate and the Update (Bid) Statement are invalid. Contractors should contact the State Department of Administrative Services to familiarize themselves with these requirements.
7. Non-Resident Contractor 5% Tax For Contracts. CGS Section 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least **\$250,000**, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have

completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, “means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts.” As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor’s Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing.

8. Equal Employment Opportunity (EEO); Minority Business Enterprises (MBE). If a project is funded in whole or in part by state or federal funds, there may be a requirement that the contractor comply with CGS Section 4a-60 and applicable State regulations. On these projects it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the contractor is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the Town. If there is a set-aside goal, the Town and contractor shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO.)

## **C. INSURANCE REQUIREMENTS**

### **A. General Requirements.**

The awarded Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-,VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of Guilford.

The insurer shall provide the Town of Guilford with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the insurer shall give the Town of Guilford written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent’s responsibility under this contract.

The Respondent, at the Respondent's own cost and expense, shall procure and maintain all insurances required and shall include the Town of Guilford and Guilford's Board of Education as Additional Insured's on all such insurance, except Workers' Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waivers of Subrogation. The Respondent shall also provide its policy endorsement indicating the Town of Guilford's and the Board of Education status as additional insured.

In order to facilitate this requirement for insurance, it is recommended that the Respondent forward a copy of these requirements to the Respondent's insurance representative(s).

## **B. Specific Requirements.**

**1. Workers' Compensation Insurance.** The awarded Respondent shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of Five Hundred Thousand Dollars (\$500,000.00) coverage for each accident, Five Hundred Thousand Dollars (\$500,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

**2. Commercial General Liability.** With respect to all operations which awarded respondent performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Guilford. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.

**3. Automobile Liability.** With respect to each owned, non-owned, or hired vehicles, the awarded Respondent shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00).

**4. Excess Liability Coverage.** With respect to the coverage provided by the awarded Respondent for this Project, excess liability insurance will be provided in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and annual aggregate basis.

**5. Aggregate Limits.** Any aggregate limits must be declared to and be approved by Town of Guilford. It is agreed that the awarded Respondent shall notify the Town of Guilford whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Respondent agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Respondent.

**6. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the Town of Guilford. All deductibles or self-insured retentions are the sole responsibility of the awarded Respondent to pay

and/or to indemnify.

- 7. Errors and Omissions Insurance.** The awarded Respondent shall provide and maintain Errors and Omissions Insurance with minimum limits of \$2,000,000 per occurrence/annual aggregate. The policy shall not have a deductible greater than \$50,000.00. Coverage shall be maintained in effect continuously for a period of at least six (6) years from the date of Final Payment by Owner to Respondent.

The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Respondent's liability to the Town of Guilford by virtue of this promise to indemnify and hold the Town of Guilford harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the awarded Respondent, the Respondent shall be liable to the Town of Guilford for the difference, plus all fees and expenses incurred in collecting same, all at the Respondent's sole cost.

**VII. AFFIDAVITS AND FEE PROPOSAL FORM**

**NON-COLLUSIVE / NON-CONFLICT AFFIDAVIT OF RESPONDENTS**

**FOR RFQ/RFP # \_\_\_\_\_**

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. the bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

2. the contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;

3. no Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of Guilford, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and

4. he/she has read the Guilford Code of Ethics, set forth in Chapter 31 of the Code of the Town of Guilford, which is available on the Town website and he/she agrees on his/her behalf and on the behalf of his/her firm/company that he/she nor his/her firm/company are in violation of the Code with respect to this bid.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Guilford to consider the bid and make an award in accordance therewith.

Subscribed and sworn to me \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Legal Name of Bidder: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Notary Public

Date

**AFFIRMATIVE ACTION/EEO AFFIDAVIT**

**FOR RFQ/RFP # \_\_\_\_\_**

**Concerning Equal Employment Opportunities and/or Affirmative Action Policy**

I/we, the respondent, certify to the TOWN OF GUILFORD that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)  
\_\_\_\_\_ have an Affirmative Action Program, or  
\_\_\_\_\_ employ 10 people or fewer

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
(Signature)

Bidder's Representative, Duly Authorized \_\_\_\_\_  
Name of Bidder's Authorized Representative \_\_\_\_\_  
Title of Bidder's Authorized Representative \_\_\_\_\_

**FEE PROPOSAL FORM**

**RFQ/RFP#6-1314**  
**RFQ/RFP DUE Friday March 7, 2014**  
**Board of Selectmen**  
**Town of Guilford**  
**Second Floor of Town Hall**  
**31 Park Street**  
**Guilford, CT 06437**  
**Attention: Purchasing Department**

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**Respondent**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
e-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

To the Board of Selectmen:

We submit for your consideration our RFQ/P for #6-1314. We have read the RFQ/RFP documents and are submitting our bid in full compliance with all terms and conditions except as noted below under "Exceptions."

Upon notification of the award, we will provide the following within five (5) business days after receipt of such notice:

(i) the requested Certificate of Insurance from the following company:

\_\_\_\_\_;and

(ii) two original contracts, in a form provided by the Town, executed by authorized officer of awarded Respondent.

**FEE PROPOSAL FOR RFQ/RFP #6-1314**

We agree to provide the services for the term set forth in the scope of services for the following fees:

The Town will only consider proposals from brokers/agents willing to place coverage net of commission. Please indicate the fees you believe to be necessary to service the Town. Fees will be presented on an annual basis. Indicate how you arrived at the fees and whether or not you anticipate any additional fees for expenses or other items. Indicate what services are not included in the annual fees and the hourly rate for those services.

Year 1 Initial Term \$ \_\_\_\_\_

Year 2  
(First Option Period) \$ \_\_\_\_\_

Year 3  
(Second Option Period) \$ \_\_\_\_\_

Year 4  
( Third Option Period) \$ \_\_\_\_\_

2. What percentage of your agency's commercial business is on a fee basis? \_\_\_\_\_

3. Are you willing to have all invoices show premiums and commissions separately, and to subtract any commissions paid to you from the fee owed by the Town?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

4. Do you have any contingent commission arrangements?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned authorized representative hereby submits the above bid to the Town of Guilford.

Name of Contractor Entity: \_\_\_\_\_

By \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Duly authorized

