

TOWN OF GREENWICH
PURCHASING DEPARTMENT
101 Field Point Road
Greenwich, CT 06830
203 622-7881

NO.: 7228RFP

ISSUE DATE: 3/17/16

DEADLINE DATE: 4/08/16

DEADLINE TIME: 3:00 P.M.

REQUEST FOR BID

REQUEST FOR PROPOSAL

PREBID CONFERENCE: _____

TIME AND DATE: _____

LOCATION: _____

ITEM/CATEGORY HEATH CARE BROKER CONSULTANT SERVICES

LOCATION GREENWICH, CT

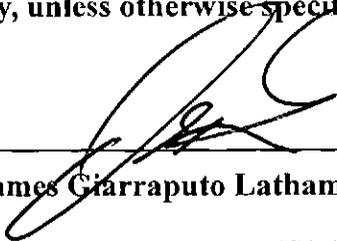
PREQUALIFICATION

STANDARDS/SPECIFICATIONS (ATTACHED)

INSURANCE REQUIRED (SEE ATTACHED)

PLEASE NOTE:

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Whether the bid/ proposal is sent by mail or commercial express service, the bidder/proposer shall be responsible for actual delivery of the bid/proposal to the PURCHASING DEPARTMENT before the deadline time. Bids/proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.
2. BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.
3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS. A POST OFFICE BOX ADDRESS IS NOT ACCEPTABLE.
4. Bid/Proposal number must appear on all bids and related correspondence.
5. The Town of Greenwich is exempt from Federal and State Taxes.
6. The Town will consider an alternate bid only if bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.
7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.
8. Terms and Conditions indicated on reverse.


James Ciarraputo Latham, CPPB, Senior Buyer

An Affirmative Action/Equal Opportunity Employer, M/F/H

Terms and Conditions

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals.

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town of Greenwich, or to accept that bid which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich reserves the right to waive any informalities in or reject any or all bids, or any part of any bid.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Respondents shall provide one proposal and bidders one bid price for each specified required line item with no more than one total lump sum bid, unless allowed to do otherwise by the solicitation. Respondents shall provide no more than one bid reply unless allowed by the solicitation. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of Greenwich for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of Greenwich.

Bids must be signed in ink by the vendor. No bids shall be made in pencil. Any bids showing any erasures or alterations must be initialed by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected.

Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period. However, the Town of Greenwich reserves the right to increase or decrease the quantities by 10%.

Unit prices quoted shall be net exclusive of all taxes, and must include all transportation, delivery and unloading costs; fully prepaid F.O.B. destination in place inside delivery. Debris, if any, removed.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Town of Greenwich. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Town of Greenwich shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

Terms of payment to the Contractor shall be net/30 days after receipt of invoice and acceptance and approval of the services by the Town of Greenwich.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7228 DEADLINE: 4/08/16 AT 3:00 PM
HEATH CARE BROKER CONSULTANT SERVICES

Background

The Town of Greenwich, CT (the Town) is a municipality located in the southwestern corner of Fairfield County. Greenwich is the nearest Connecticut town to New York City and is located on the mainline of the Metro North Railroad. The Town is served by the Connecticut Turnpike (I-95), the Merritt Parkway (Rt. 15) and US Route 1.

The Town employs approximately 2,300 full time employees who are eligible to elect coverage under the Town's employee benefit programs. Approximately 400 out of 1,200 retired employees or beneficiaries have elected to continue coverage under the Town's health plans. In addition 100 retired teachers have elected health care coverage with the Town until they become Medicare eligible.

The Town is required pursuant to the Connecticut Municipal Employees Relations Act to enter into negotiations with employee representatives over terms and conditions of employment which include health and welfare benefits. The Town negotiates and administers nine (9) collective bargaining agreements covering approximately 2,300 full time employees and 6,000 lives. These agreements provide for health and welfare benefits including but not limited to medical, dental and prescription drug benefits, group life insurance, flexible spending accounts, long-term disability and deferred compensation programs (401(k) and 403(b)). Currently, the Town self-insures both prescription drug benefits coinciding with the co-pay plan and dental benefits.

The current medical provider is CIGNA under a minimum premium funding arrangement. Current premium is approximately \$57.8 million for active and retiree claims and administrative costs. The health insurance options for employees include CIGNA Open Access Plus High Deductible Health Plans (with HSA and HRA) and CIGNA Open Access Plus Co-pay Plans. The Town is on a calendar plan year deductible.

In addition, the Town provides:

- Self-funded Dental with MetLife
- Self-funded Prescription with Caremark – Caremark coverage coincides with the Co-pay Plan
- Life Insurance, AD&D, LTD and Supplemental Life insurance with MetLife
- Flexible Spending Program with ADP
- Commuter Tax Program with ADP
- Wellness Program with Cigna

The respondent shall provide a proposal to offer expert consulting and broker services supporting the efficient administration and design of Town employee benefit plans.

Issuing Authority

Mr. James Giarraputo Latham, CPPB, Senior Buyer has been designated to be responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement must be submitted in writing to Mr. Latham to the address below by **March 30, 2016 at 11:00 AM**.

Town of Greenwich
Purchasing Department
101 Field Point Road
Greenwich, CT06830

Fax: (203) 622-7776
Email: jlatham@greenwichct.org

Issuance of Addenda

The Town of Greenwich reserves the right to amend this solicitation by addenda. Addenda will be posted to the Town's website (www.greenwichct.org/bids) up to 48 hours in advance of the bid/proposal's due date and time. **It is the bidder's responsibility to check the Town's website for addenda.** If in the Town's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addenda can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals. **No notification of addenda issuance will be made other than on the Town's website.**

Taxes

The Town of Greenwich is exempt from the payment of taxes imposed by the federal government and or state of Connecticut, and such taxes shall not be in the prices.

Packaging

Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time. The Town will not be responsible for premature opening of proposals not properly labeled.

Proposal Costs

The respondent shall be responsible for all costs incurred in the development and submission of this proposal.

Selected respondents may be required to present their proposals to the Evaluation Committee. The costs of such presentations and interviews shall be borne solely by the respondents.

State, Local and Federal Laws

The respondent shall acknowledge and agree that, should it be awarded the Contract, it shall be solely responsible for strict compliance with all federal, state and local statutes, laws, codes, rules, regulations and ordinances, and for the procurement and maintenance of all necessary licenses and permits relating to the performance of services.

Applicable Law

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

Withdrawal of Bids (Or Proposals) Prior to Deadline

A bidder wishing to withdraw a bid/proposal prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signs the reply sheets. The Town will verify that the signature on the letter matches the signature on the reply sheets.

The Town will also verify the request to withdraw the bid/proposal by calling the bidder at the telephone number supplied on the reply sheets.

After the Town is satisfied that a request to withdraw a bid/proposal before the established deadline is valid, the bid/proposal will be returned to the bidder. The bidder may then withdraw completely from the bidding process, or may modify the bid/proposal and resubmit before the deadline.

Withdrawal of Bids (Or Proposals) After the Deadline

If bid security is required and a bidder does not honor his/her bid for the specified time, the bid check shall become the property of the Town; or, if a bid bond was furnished, the bid bond shall become payable to the Town.

After the bid/proposal deadline has passed, the submitted bids/proposals become the property of the Town and are valid offers to be honored by the bidder for sixty (60) days or longer, as specified in the Request for Bid/Proposal.

Bidders who do not honor their bids/proposals for the sixty(60) day (or as specified) period, shall be declared irresponsible bidders.

Joint Ventures

The Town of Greenwich reserves the right to reject any bid or proposal submitted by a joint venture unless such joint venture satisfies the Town of its ability to obtain and furnish to the Town a contract bond in the form prescribed by the Town, in the sum of the full amount of the bid or proposal, including allowance for contingencies and extra work, and/or the contract price, and duly executed and acknowledged by said bidder/joint venture as principal and by a surety company qualified to do business under the laws of the State of Connecticut and satisfactory to the Town, as surety, for the faithful performance of the contract and payment for labor and material. The premium for such bond shall be paid by the contractor. At the time of submission of the bid or proposal, the joint venture must provide a letter from the bonding company that the joint venture is able to receive the required bond within one week after receipt of an award by the Town, in the total amount of the bid/proposal and/or contract price. The letter must be on the bonding company's letterhead with name, address and telephone number.

Contract Format

The contract format that will be used for this procurement is the Town's Personal Service Contract, which is attached as **Exhibit C** for the review and general information of the respondent.

Contract Term

The initial term of the contract shall be 7/1/16 to 6/30/17. In addition, there will be four (4) option years that may be engaged with the mutual consent of both parties on an annual basis.

Insurance Requirements

The **awarded** vendor will be required to provide insurance coverage as specified on the Insurance Requirements Sheet, **Exhibit A**, of this RFP. The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field.

A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter shall be addressed to the Towns' Director of Purchasing and **must follow exactly the format of the letter attached as Exhibit B.** **It must be signed by the same individual authorized representative who signed the Acord form. Both the certificate of insurance and the letter must be signed with original ink "wet" signatures.** If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

The vendor should submit with the proposal the signed, original "**Insurance Procedure**" form, **page 16**, which states that the vendor agrees to provide the specified insurance coverage for this proposal at no additional charge above any insurance charge declared in the bid.

Minimum Qualifications of Consultant

The consultant must possess the following minimum qualifications:

1. Be a licensed insurance agent within the State of Connecticut.
2. A minimum of five (5) years of experience in providing the services as outlined in this RFP.
3. A minimum of 5 years of experience in the public sector including union negotiations.
4. Proven statistical and analytical capability with relevant examples.
5. Experience with all of the benefit programs listed on Page 1 of the RFP and experience in negotiating contract renewals with all benefit providers.

SCOPE OF SERVICE

The consultant shall perform the following core services as part of the total employee benefits consulting services to the Town:

Strategic Planning and Direction

- Develop a comprehensive and competitive benefit package that is cost effective for both the Town and its employees.
- Develop a long term strategy that enables the Town to meet all legislative requirements.
- Produce comparative data from other public sector employers in CT that will enable the Town to understand the marketplace and options available.
- Evaluate the Town's current health care offerings and financial performance and suggest improvements where necessary and to provide insights on how to best limit premium increases
- Recommend methods to contain costs for the Town while maintaining services to employees and retirees.
- Advise the Town on new benefit developments after analyzing utilization and administrative costs of existing plans.
- Provide ongoing analysis of plan designs, cost containment strategies and cost sharing alternatives available to the Town while maintaining the integrity of union contracts.
- Develop strategies for implementation of new benefit programs to employee unions and other interested parties.
- Assist on the renewal process of the Town and Board of Education's health benefits program each year. This will include assisting with developing a strategy to reduce costs while maintaining proper levels of service as well as participating in the evaluation of proposals if and when the Town chooses to go to market for a new carrier.

Experience

- Recommend the establishment of additional performance standard agreements with vendors if there have been service problems.
- Prepare and manage Requests for Proposals for employee benefits as required by the Town.
- Assist the Town with ongoing implementation of wellness programs.

Analytical Capabilities, Communication and Reporting

- Ensure accurate adherence on all negotiated contractual arrangements made between the Town and any administrators or insurance carriers utilized by the Town including rates, limits of coverage, exceptions, etc.
- Provide an analysis to make sure that the Town is being charged the correct premiums or charged the correct amount in the case of self-insured.
- Monitor administrators' actuarial and renewal assumptions under the self-insured and/or fully insured programs.
- Monitor all contracts and maximize management information available through all providers. Discuss your ability to deliver this information to the Town in a data dashboard format. Discuss what reports or what information you think is most important to manage benefits.
- Monitor claim performance according to standards within contracts the Town may have with any provider.
- Assist the Town with budget planning for annual employee benefit costs by November 1st of each year.
- Provide renewal estimates not later than June 30th of each year before a renewal goes out.

Personnel

- Evaluate and negotiate all renewals for each calendar year as required.
- Intervene and resolve claim issues related to all self-funded and fully insured plans when requested.
- Attend labor contract strategy negotiation sessions when requested.
- Provide testimony for union arbitration and/or other litigation hearings as they relate to employee benefit issues.
- Provide a team of servicing representatives available to the Town on an on-going basis. Representatives may be asked to be available at open enrollment or ongoing education meetings to communicate plans to employees.
- Conduct monthly meetings with the Town to discuss strategic issues and, provide analysis of utilization trends and costs.
- Prompt response to questions and requests by the Human Resources Department is an absolute requirement. It is expected that there will be more than one individual within the firm capable of addressing concerns of the Town. Please provide your standard for responding to client inquiries.
- Provide staff experience, technical competence, municipal experience, labor negotiation experience and further like services.

Legal Compliance

- Provide current information on Health Care Reform. Inform the Town of changing legislation and legal decisions affecting employee benefits. Assist and provide recommendations in order to fulfill compliance requirements of State and Federal regulations, statutes and mandates.
- Provide advice on data practices, records retention and privacy issues.

PAYMENT FOR SERVICES

The consultant shall be compensated for performance of all services as follows:

The Town will consider proposals from firms willing to place coverage under either of two options. Proposals must provide two compensation options.

Option #1: Standard Commissions. Please identify what services would be included if the only compensation granted was a commission. Under a commission arrangement, please indicate the difference in services offered at the following levels:

1. 0.65% (Fully Insured Equivalent Premiums)
2. 1.0% (Fully Insured Equivalent Premiums)

Option #2: Net of Commission. Please propose the fixed fee you believe necessary to provide the services contemplated for the Town. Use hourly rates, person days, or whatever means you feel are appropriate to explain how the proposed fee was derived.

The Town reserves the right to determine whether compensation will be provided on a commission or fee basis.

Proposal Format

The respondent shall deliver one (1) complete original proposal, and five (5) complete copies of the proposal to the Purchasing Department before the deadline. Respondents should also include one CD or Flash Drive containing a PDF of the **complete** original proposal.

At the very beginning of the proposal, the respondent should include a letter of transmittal signed by an individual authorized to bind the contractor.

The respondent should repeat each of the following questions, followed by the answer and/or form. Answers should be concise, but complete. Respondents are expected to respond specifically to each question in this section. Failure to respond to all applicable questions and form requirements in this section may result in rejection of the proposal.

1. State the full name and home office address of the firm. Describe the firm's organizational structure (e.g. publicly held corporation, private non-profit, or partnership). If the firm is incorporated, indicate the state in which it is incorporated. List the name and occupation of those individuals serving on the board of directors, and list the name of any entity or person owning 10% or more of your organization.

2. Provide a brief history of the firm. Explain how long the firm has been providing consulting services. In addition, provide description of service philosophy.
3. Describe contractual relationships, (if any), with organizations necessary to perform the scope of work (e.g. actuarial services, data information services, wellness providers).
4. List the name, title, mailing address, telephone number, facsimile number and e-mail address of the contact person for this proposal. The contact person must be authorized to sign this contract. The contact person must be an actuary, licensed consultant, or broker in the State of Connecticut (include documentation with the proposal).
5. Confirm that the firm serves as a consultant or broker, independently, and is not affiliated with any insurance company, third party administrative agency or provider network. Disclose any conflicts of interest, or any appearance of conflicts of interest with the Town, BOE or any of the Town unions. These unions include:
 - Laborers International Union of North America (LIUNA)
 - International Brotherhood of Teamsters (local 456)
 - The United Public Services Employees Union (UPSEU)
 - Greenwich Education Association (GEA)
 - Greenwich Municipal Employees Association (GMEA)
 - Silver Shield
 - Greenwich Organization of School Administrators (GOSA)
 - International Association of Fire Fighters (IAFF)
6. Disclose if the firm has been involved in any litigation regarding its services in the past five (5) years.
7. Provide the name(s) of each staff member who will be assigned to perform the work for the Town of Greenwich, the percentage of time that person will be assigned to the Town and a brief statement of each consultant's qualifications. Identify the area(s) of expertise for each consultant.
8. Describe the newsletters and other informative publications that the firm publishes and routinely provide to clients. Provide samples of actual communication materials and reviews of topics related to benefits that have been developed by the firm for use in client's benefit communication campaigns.
9. Discuss the firm's ability to monitor regulatory and legislative developments at both the state and federal level and how this will be communicated to the Town of Greenwich.
10. Explain the firm's ability to provide expertise and experience in the areas of health benefit plan analysis and design. Explain in detail the types of analyses the firm has conducted relative to benefits analysis and design for a health plan with over 1000 employees.

11. Provide a recent example of the selection and implementation of a new carrier for a medical plan with at least 1000 participants managed by the firm. Explain how the firm's experience and expertise benefited the client before, during and after the negotiations. Describe the specific skills and strategy that were used in the negotiations. Indicate how you managed or evaluated mapping health care providers from the old carrier to the new carrier. Start from the point of issuance of an RFP to implementation of a new carrier.
12. List three (3) current public sector clients for which the firm provides services related to health plan benefits analysis and design. For each client, specify the type of work performed by the firm, the size of the client's group and the period of time retained as a client. Indicate benefits covered relative to the Town of Greenwich's current plan designs. One of the three must be the longest standing client; one must be the client with the largest employee population, and the third must be the client where the largest impact was achieved through the firm's services. If two or more of these are met by the same client, list additional clients so that at least three clients are listed. For each client, include the name, title, address, and phone number of a contact person who the Town may contact as a reference.
13. List new clients acquired within the last three (3) years, as well as those clients that have left you within the last three (3) years.
14. Describe the issues and challenges facing the public sector employee benefit plans in the upcoming year and describe how the firm can assist the Town. Provide examples of analytical tools used to resolve diverse problems and challenges in the public sector with regard to healthcare. Explain the key competitive advantages of the firm.
15. Transition Plan: It is planned that the successful firm will start its engagement with the Town effective July 1, 2016. As the start date will be after coverages have been renewed, proposing firms should describe their transition from the current agent and compensation in the first year of service.
16. Include the completed and signed Reply Sheets and the Insurance Procedure Form with the proposal.

Evaluation Criteria

The Evaluation Committee using the following criteria and points will score each proposal:

CRITERIA	MAXIMUM POINTS
1. Strategic Planning and Direction <ul style="list-style-type: none"> • Demonstrated ability to develop a comprehensive and competitive benefit package that is cost effective for both the Town and the employees • Ability to develop a long term strategy that enables the Town to meet all legislative requirements • Ability to produce comparative data from other public sector employees in CT that will enable the Town to understand the marketplace and options available. • Ability to analyze claim data and develop different strategic and tactical responses to new information. 	25
2. Experience <ul style="list-style-type: none"> • Public Sector in Connecticut • Plans with more than 1000 lives • Contract renewals with healthcare and benefit providers • Supporting Union Negotiations 	20
3. Analytic Capabilities, Communication and Reporting: <ul style="list-style-type: none"> • Creation of a data dashboard • Ability to create standard reports • Ability to create ad-hoc reports • Budgeting • Strong written and oral communication skills 	25
4. Personnel <ul style="list-style-type: none"> • Breadth of Expertise available within the firm • Resume and skills of the individual(s) assigned to the Town • Accessibility of personnel assigned to our account • Availability for Quarterly meetings and special meetings as requested • Ability to intervene effectively with providers 	20
5. Legal Compliance <ul style="list-style-type: none"> • Knowledge of Federal and State Regulations • Knowledge of current and pending legislation • Knowledge of Patient Protection and Affordable Care Act 	10
Total	100

Evaluation Committee

The Town is planning for the Evaluation Committee to be comprised of the individuals listed below. The Town reserves the right to revise this list of evaluators if necessary.

1. Alfred Cava, Director of Labor Relations
2. Ben Branyan, Town Administrator
3. Alison J. Graham, Employee Benefits Manager
4. Peter Mynarksi, Comptroller
5. Mary L. Pepe, Director of Human Resources

The Evaluation Committee members will read and grade (privately and individually) all responsive proposals based on the evaluation criteria specified in this RFP. Each respondent will be ranked by the Senior Buyer based on the Evaluation Committee's scores of the proposals. The highest ranked respondents will be identified as finalists.

One or more of the finalists may be interviewed by the Evaluation Committee: the interviews will be graded and the finalists will be ranked based on the grades they receive for the interviews.

The financial strength of the highest ranked finalist(s) and the results of reference checks may also be considered during the evaluation process. In addition, exceptions raised by the highest ranked finalist (if any) will need to be reconciled to the mutual satisfaction of both parties.

If the Town elects to make an award for this project, the highest ranked responsive, responsible finalist will receive the award.

Observers & Advisors

The Town may elect to assign observers and advisors to this project. The observers and advisors will be permitted to read the proposals, attend the interviews, and ask questions at the interviews. The observers and advisors will **not** be permitted to grade the proposals or the interviews.

TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7228 DEADLINE: 4/08/16 AT 3:00 PM
HEATH CARE BROKER CONSULTANT SERVICES
REPLY SHEET (Page 2 of 3)

Non-collusion Language

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

Compliance with Ethics Code

In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

BIDDER'S COMPANY NAME _____

ADDRESS _____

TELEPHONE # _____ **FAX #** _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

STATE OF CT TAXPAYER ID # _____

FEDERAL TAXPAYER ID # _____

INCORPORATED IN THE STATE OF _____ **Corporate Seal** **Yes** **No**

TOWN OF GREENWICH, CT
REQUEST FOR PROPOSAL #7228 DEADLINE: 4/08/16 AT 3:00 PM
HEATH CARE BROKER CONSULTANT SERVICES
REPLY SHEET (Page 3 of 3)

NON- COLLUSION LANGUAGE CONTINUED

The Greenwich Code of Ethics can be found at www.greenwichct.org. Relevant provisions of the Code of Ethics state as follows:

2. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the town for a valuable consideration, excepting the services of any person as a town officer.

3. **GIFTS AND FAVORS.** No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.

4. **IMPROPER INFLUENCE.** No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town shall use his office to exert his influence or to vote on such transaction or action.

By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:

AUTHORIZED SIGNATURE _____

PRINT NAME _____

RESPONDENT'S COMPANY NAME _____

Contract Signature

The respondent shall indicate below, the full name, title, and the complete mailing address of the authorized person (i.e., officer of the company) who will sign the contract (if one is needed) for this procurement:

RFP #7228
Heath Care Broker
Consultant Services

TOWN OF GREENWICH
INSURANCE PROCEDURE

PLEASE NOTE:

RETURN THIS COMPLETED FORM WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal. Any bids/proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/proposal cost reflects any additional costs relating to insurance requirements for this work.

If I am awarded this contract, I or my insurance agent shall submit all of the required insurance documentation to the Town of Greenwich Purchasing Department within ten (10) days after the date of the award of the contract.

Signature

Date

Contractor

Heath Care Broker
Consultant Services

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- A. **General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:**
1. **Commercial General Liability.**
2. **Town as additional insured.**
3. **Owners and Contractors Protective Liability (separate policy in the name of the Town).**
- B. **Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.**
- C. **Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.**
- D. **Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.**
- E. **Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$2,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.**
- F. **Cyber Network Security with minimum coverage of \$2,000,000.**
- G. **CERTIFICATE HOLDER: TOWN OF GREENWICH
ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT 06830.**

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. The most current Acord form should be used for insurance documentation purposes. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form, both of which must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Town of Greenwich
Joan T. Sullivan, Director of Purchasing
101 Field Point Road
Greenwich, CT 06830

Re: **(Name of the Insured)**
Town of Greenwich Contract No. XXXX

Dear Mrs. Sullivan:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert state]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under general liability policy no. **[insert policy number]**, issued by **[insert company affording coverage]** to **[name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

(Signature)

Type Name
Authorized Representative for all companies listed in the Acord form

PERSONAL SERVICE CONTRACT

Contract No.

THIS AGREEMENT made and entered into this _____ day of _____ 2016, by and between the TOWN OF GREENWICH (hereinafter referred to as "Town"), acting herein by the undersigned official, and _____ (hereinafter referred to as "Contractor"), whose principal office is located at _____, acting herein by _____ its _____, hereunto duly authorized,

WITNESSETH:

WHEREAS, the Town contemplates:

WHEREAS, the Town desires to retain the services of the Contractor to perform the following work:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Describe services to be performed:

2. Describe method and terms of payment:

This agreement consists of:

Personal Service Contract form (pp. 1-7);

Exhibit A, Insurance Requirements & Certificate of Insurance (pp. XX-XX);

Other exhibit(s) (yes/no) entitled _____ (pp. _____);

Other attachment(s) (yes/no) entitled _____ (pp. _____);

for a total number of _____ numbered pages (hereinafter collectively referred to as "Contract").

3. Any conflict between this Contract and any invitation to bid, request for proposal, bid or response to request for proposal shall be resolved in favor of this Contract, with the exception that any provision of an invitation to bid, request for proposal, bid or response to request for proposal, that is attached as an Exhibit to this Contract, which Exhibit provides for a higher standard of obligation or service by Contractor, shall control as to the standard of obligation and service required of the Contractor and shall thereby supplement this Contract.

4. The Town may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Contract for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the Town may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. Stoppage of work under this article shall not give rise to any claim against the Town.

5. The service and work contemplated under this Contract shall be completed in full on or before .

6. The Town may at any time and for any reason terminate this Contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the Town after consultation with the Contractor and shall be subject to audit by the Town Comptroller. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.

7. It is the intent of this Contract to secure the personal services of the Contractor or a duly authorized and competent representative(s) of the Contractor acceptable to the Town. Failure of the Contractor for any reason to make the personal service of such a person available to the Town to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.

8. The Contractor shall not assign this Contract without prior consent of the Town in writing.

9. In the event of death or disability of the principal of the Contractor, any qualified partner or associate of the Contractor may be authorized, at the option of the Town, to continue to perform and complete all the terms, covenants and provisions contained in this Contract.

10. If the Contractor has been delayed and as a result will be unable, in the opinion of the Town, to complete performance fully and satisfactorily within the time allowed therefor, the Contractor, upon submission of evidence of the cause of the delay, satisfactory to the Town, shall at the discretion of the Town, be granted an extension of time for performance equal to the period that the Contractor was actually and necessarily delayed.

11. When the Town shall have reasonable grounds for believing that a) the Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, or b) a meritorious claim exists or will exist against the Contractor or the Town arising out of the negligence of the Contractor or the Contractor's breach of any provision of this Contract, then the Town may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town. No person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. No interest shall be payable by the Town on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Town.

12. The acceptance by the Contractor, his successors or assigns, of any payment made on the final requisition under this Contract, or of any final payment due on termination of this Contract, shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which the Contractor, his successors or assigns, have or may have against the Town under the provisions of this Contract.

13. The Contractor shall not assert any claim arising out of any supervisory act or omission by any agent, officer or employee of the Town in the execution or performance of this Contract against any such agent, officer or employee. The Contractor shall require each person supplying labor or materials to the Contractor to agree in writing to the Contractor not to make any claim against the Town, its officers, agents or employees by reason of such labor or materials, or by reason of any acts or omissions of the Contractor.

14. The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault, or contractual default of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the Town, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants or employees, other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees, in connection with the work called for in the Contract.

15. The Contractor shall take out and maintain during the life of this Contract the types and amounts of insurance as are set forth in the attached Exhibit A. Before commencing the work called for in this Contract, the Contractor shall furnish the Town with a completed certificate of insurance on the Acord form that is referenced in the attached Exhibit A evidencing such coverage.

16. Contractor agrees to comply in every respect with applicable State and Town laws, regulations and ordinances.

17. Contractor shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents and Contractor, its employees and agents. Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

18. The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

Dated at Greenwich, Connecticut,
this _____ day of _____ 2016.

Witnessed by:

Witnessed by:

THE TOWN OF GREENWICH

By _____ **L.S.**

Its _____

THE CONTRACTOR

By _____ **L.S.**

Its _____

