



REQUEST FOR PROPOSALS

RFP 18-21 (REVISED)

HR Benefits Broker/Consultant

April 2018

**PROPOSALS DUE:
May 8, 2018 at 2:00 P.M.**

**Revised RFP Available: April 19, 2018
Written Questions Due: April 25, 2018
Answers to Questions Available: May 1, 2018
Proposal Due: May 8, 2018**

Late Proposals Will Be Rejected

DELIVER COMPLETED SUBMISSIONS TO:

Office of the Mayor
City of Greenfield
14 Court Square, Room 201
Greenfield, MA 01301

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RFP 18-21 (Revised) HR Benefits Broker/Consultant

City of Greenfield, Massachusetts
Purchasing Department

The City of Greenfield reserves the right to reject any or all Proposals, to omit any item or items called for, or to accept the proposal(s) deemed in the best interest of the City. Proposers must submit one (1) original copy of the price proposal and one (1) original and five (5) copies of the non-price proposal, and each must be submitted in separate sealed envelopes **no later than 2:00 p.m. on Tuesday, May 8, 2018** to:

Office of the Mayor
City of Greenfield
14 Court Square, Room 201
Greenfield, MA 01301

Each envelope containing the non-price and price proposals and required information, must be sealed and marked with Proposer's name, title of proposal, RFP number, and date of opening. The Proposer must sign all required signature pages in order for the proposal to be considered.

The Proposer acknowledges receipt of the following **ADDENDA #** _____

Business/Individual Name _____

Address _____

City, State, Zip Code _____

Telephone _____

Email _____

Individual/Authorized Signature _____

Authorized Officer Name (print) _____

Date _____

By signing above, the authorized officer is certifying that a complete examination of all RFP documents has been made and that the goods/services will be delivered within the time specified and at the prices stated.

All proposers must sign and submit with their proposal the attached Certificate of Non-Collusion and Tax Compliance Certification. Failure to do so will result in the proposal being unresponsive and rejected.

If proposer is a co-partnership, all partners must execute each original copy of the price and non-price proposal, unless one partner has been authorized to sign for the co-partnership, in which case evidence of such authority shall be submitted.

If proposer is a corporation, the authorized agent shall execute each original copy of the bid/proposal. Evidence of authority to sign must be submitted.

The City of Greenfield reserves the right to reject any or all proposals and waive any informalities deemed to be in the best interests of the City.

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The City of Greenfield Central Purchasing Department is issuing this Request for Proposal to hire a qualified firm to provide Insurance Benefit Consultant Services for the City of Greenfield.

Any contract that results from this procurement shall begin on or around July 1, 2018 and end on June 30, 2019. At that time, the City, in its sole discretion, will have the option to extend the contract for two additional years, in one year increments.

1.2 APPLICABLE LAW

This procurement will be conducted pursuant to Massachusetts General Laws Chapter 30B, Section 6.

1.3 APPROVAL

Any contract that may result from the procurement shall be subject to the approval of the Mayor, or his designee.

1.4 INCORPORATION BY REFERENCE

All requirements, specifications, terms, conditions and addenda issued and as described in this Request for Proposals shall be incorporated by reference into any contract that may result.

1.5 TIME FOR AWARD

Any contract that may result from the procurement shall be awarded within thirty (30) days after the proposal opening. The time for award may be extended for up to 45 days by agreement between the City and the most advantageous proposer.

1.6 RIGHT TO CANCEL/REJECT

The City reserves the right to cancel this RFP or reject in whole or in part any and all proposals if the City determines that cancellation or rejection serves the best interests of the City.

1.7 TAXATION

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the proposal pricing. Copies of the City's tax exempt paperwork shall be available upon request of the selected contractor.

1.8 OBTAINING THE REQUEST FOR PROPOSAL

The Request for Proposal (18-21 Revised) shall be available beginning at 10:00 a.m. April 18, 2018 from the City of Greenfield's website at www.greenfield-ma.gov under "Departments", "Purchasing", and "Current FY18 RFP/RFQ" or electronically from the Purchasing Department of the City of Greenfield at purchasing@greenfield-ma.gov or by calling Philip Wartel at (413) 772-1569 ext. 2131.

PART 2 - INSTRUCTIONS TO PROPOSERS

2.1 REQUIREMENTS AND SUBMISSIONS (See Pg 13 for Detailed Submission Requirements)

Below please find a description of the requirements and submissions that must be included as part of a proposal. Proposals must be sealed and marked as noted.

In addition to addressing each item listed in "Scope of Services" the submission must include the following items:

I. The consultant(s) must not sell or represent any specific insurance company.

II. All proposals must include the following information in order to be considered complete:

- A letter explaining the firm's commitment to assisting public sector employers with group health insurance and employee benefit administration. Also, summarize your firm's approach to the requested work.
- Describe the proposed firm's experience in the last five (5) years with Massachusetts municipalities; include the size and subscriber population of each municipality listed.
- Statement of what information, records, and/or assistance/support the bidder requires the City to provide and the frequency for same in order for it to provide the services requested.
- A list of all Massachusetts municipal accounts currently being serviced.
- A list of all Massachusetts municipal accounts that have not renewed services with the firm in the last five (5) years.
- Statements as to the total of number of current clients and the number of staff (broken down by full-time and part-time, professional, support and consultants, years with firm.)
- Documentation of financial stability.
- The name(s) and resume(s) or professional background of all professional staff who would be working with the City of Greenfield and their supervisors and professional support staff.
- Agreement that any costs associated with start-up and continued receipt of claims data on tape or otherwise, will be paid by the successful bidder.

- Agreement that interview may be held at City’s sole discretion with vendors who meet the minimum requirements in order to discuss in detail their proposal and approach to work.
- Statement that the bidder must be able to begin work within thirty days of the signing of an agreement.
- Statement of the firm explaining any and all litigation pending against it and/or claims successfully litigated against the firm within the last five (5) years.
- Must have a working knowledge of and comply with all the statutory provisions of M.G.L. Chapter 32B. Include a statement as to your experience and ability to provide services in this environment. Also, note your understanding of the City’s responsibility to provide benefits for Medicare eligible as well as non-Medicare eligible retirees and include a statement of your abilities relative to this coverage.

2.1.1 NON-PRICE/TECHNICAL PROPOSAL

Each non-price proposal must include a Non-Price/Technical Proposal submittal containing:

NON-COLLUSION FORM

Every non-price proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud. See ‘Non-Collusion Form’ attached.

TAX COMPLIANCE FORM

Every non-price proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See ‘Tax Compliance Form’ attached.

CORPORATE BIDDER FORM AND/OR SIGNATURES FORM

If the proposal is being submitted by a corporation the proposal must include a certification that the individual submitting the proposal has been authorized to bind the corporation. See ‘Certificate of Corporate Authority’ and “Signatures Form” attached.

PLAN OF SERVICES

The Plan of Services should include, but is not limited to:

- Overview of company/organization
 - Structure/history/background
 - Location (principal place of business)

- Key personnel (resumes/profiles)
- Project Deliverables – demonstrate your organization has the technical services, resources and capacity available to complete the Scope of Services
- Credentials
- Examples of similar work performed in similar communities
- At least three references (municipal references preferred)
- See the Scope of Services for further details on proposal submittal requirements

2.1.2 PRICE PROPOSAL FORM

- Every proposal must include a completed ‘Price Proposal Sheet’. See ATTACHMENT C.

2.2 PROPOSAL DELIVERY

Below, please find a description of the manner in which sealed proposals must be submitted. Price and Non-Price Proposals must be separately sealed and labeled.

2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Mayor, 14 Court Square, Room 201, Greenfield, MA 01301 **no later than 2:00 p.m. on Tuesday, May 8, 2018**

Any proposal received after that time shall be rejected as non-responsive. For a matter of uniformity regarding time, the recorded date and time of receipt by the Office of the Mayor will be the official determining time. Proposals submitted via email or facsimile will not be accepted.

Delivery will be at the Contractor's expense. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Contractor. The City shall not be responsible for proposals arriving late due to courier's delays, deliveries to wrong locations, express mailing services errors or delays, etc. or any reason whatsoever. Postmarks will not be considered. The cost of the preparation of documents is considered a part of the cost of doing business and as such will not be reimbursed, regardless of circumstances.

The successful proposer shall comply with all federal, state and local laws and regulations pertaining to the performance of the contract.

2.2.2 ADDRESS

Sealed proposals shall be delivered to the Office of the Mayor, City of Greenfield, 14 Court Square, Room 201, Greenfield, MA 01301

2.2.3 HOURS OF OPERATION

Proposals must be delivered during the normal hours of operation of the City of Greenfield: 8:30 AM – 5:00 PM Monday through Friday.

2.2.4 COPIES

Proposers must submit one (1) original and five (5) copies of the non-price proposal and one (1) original copy of the price proposal.

2.2.5 LABELING

Non-Price and Price proposals must be separately sealed and labeled. Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer and (4) non-price or price proposal.

All Contractors responding to this RFP will submit non-**price** and **price** proposals, packaged in **two** separate sealed and marked envelopes as outlined below:

A. Sealed Envelope #1, with one (1) **bound original and five (5) bound copies** of the non-price proposal, containing the following:

- 1) Cover Letter
- 2) Letter of Transmittal
- 3) All letters, documents, lists, statements, documentation, agreements, names and resume(s), listed under II of SUBMISSION REQUIREMENTS
- 4) Technical/Non-Price and Business Proposal
- 5) Plan for Services
- 6) All required signature sheets as applicable
- 7) Required Tax Compliance Certification, Certificate of Non-Collusion, and Corporate Vote Form

B. Sealed Envelope #2, with one (1) **original** of the Price Proposal.

The content of each section of the non-price proposal must be as described in the instructions in “RFP Response Requirements” below. In accordance with the State's procurement process, Contractors must not include any cost information in any part of the Technical and Business Proposal or Plan for Services.

A sealed package containing the bound original and five bound copies of the Technical and Business Proposal, Plan for Services and Evaluation Criteria forms must be labeled as follows:

(Contractor Name): **Part I – 18-21 HR Benefits Broker/Consultant: Non-Price Proposal**

The separate sealed package containing one (1) original Price Proposal must be labeled as follows:

(Contractor Name): **Part II 18-21 HR Benefits Broker/Consultant: Price Proposal**

Sealed Request for Proposals (RFP) for an independent insurance broker/consultant for employee health and welfare benefits management addressed to the Office of the Mayor, 14 Court Square, Room 201, Greenfield, MA and endorsed "18-21 HR Benefits Broker/Consultant" will be accepted **no later than 2:00 p.m. on Tuesday, May 8, 2018.**

Sealed RFP's must be mailed or hand delivered to: Office of the Mayor
City of Greenfield
14 Court Square, Room 201
Greenfield, MA 01301

Delivery will be at the Contractor's expense. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Contractor. The City shall not be responsible for proposals arriving late due to courier's delays, deliveries to wrong locations, express mailing services errors or delays, etc. or any reason whatsoever. Postmarks will not be considered.

2.3 SIGNATURES

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed (See attached "Price Proposal Sheet" and "Corporate Authority Certificate").

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS/REQUESTS FOR CLARIFICATION

Questions concerning this Request for Proposal must be submitted in writing to: the Purchasing Department of the City of Greenfield at purchasing@greenfield-ma.gov by Wednesday, April 25, 2018. Written responses will be mailed to all proposers on record as having picked up the Request for Proposal.

2.4.2 CHANGES

If any changes are made to this Request for Proposal, addenda will be issued. Addenda will be posted in the City of Greenfield's website at www.greenfield-ma.gov under "Departments", "Purchasing", and "Current FY18 RFP/RFQ" and e-mailed to all proposers on record as having obtained the Request for Proposal.

2.4.3 MODIFICATIONS AND WITHDRAWALS

A proposer may correct, modify, or withdraw a proposal by written notice received by the City of Greenfield prior to the time and date set for proposal opening.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the Request for Proposal.

After the proposal opening a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled proposal opening, the Mayor's Office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal opening will be postponed until the next normal business day and at the same scheduled time as the original deadline. Proposals will be accepted until that date and time.

PART 3 - EVALUATION & SELECTION

3.1 MINIMUM REQUIREMENTS

See below for further information regarding minimum requirements and qualifications of the vendor.

3.2 SCOPE OF SERVICE

See below for further information on the Scope of Service.

3.3 COMPARATIVE CRITERIA

See below for further information relative to the comparative criteria which be utilized to rank the proposals.

3.4 RULE FOR AWARD

Any contract that may result from this procurement shall be awarded to the responsible and responsive proposer offering the most advantageous proposal, taking into consideration all evaluation criteria described herein, as well as price.

3.5 SELECTION PROCESS

Only those consultants who submit all forms and materials as required in the RFP will be considered responsive and responsible consultants.

The proposer most advantageous to the City of Greenfield from a responsible and responsive proposer, taking into consideration all evaluation criteria, the price proposal, technical and other factors considered, will be selected. The most advantageous overall proposal need not necessarily be the lowest cost proposal. The City Mayor's Office will review the proposals in accordance with the criteria noted herein. Submissions received by the deadline will first be evaluated for compliance with the Submission Requirements. As part of the evaluation process the Mayor's Office may conduct interviews with those

submitters whose submissions and qualifications most closely match the requirements of the RFP.

The City may contact references or contact persons identified in the submission, or seek any information that may assist it in evaluating the written submissions. After a review of the submissions considered responsible and responsive, a ranking will be assigned to each based on the Evaluation Criteria in this RFP. After rankings are assigned, the Mayor will review the cost proposals, and the Mayor, or his designee, will serve as the awarding authority based on the Evaluation Criteria and price. The selected broker/consultant will be sent a notice indicating its tentative selection. The Mayor may condition award of the contract to the top ranked proposer on negotiation of revisions specified in the process of reviewing the proposal.

The City also reserves the right to reject any or all submission at any time as may be in the best interest of the City.

PART 4 - TERMS & CONDITIONS

4.1 TERM OF CONTRACT

The contract period for the initial term shall commence on or around July 1, 2018 and terminate on or around June 30, 2019. At that time, the City, in its sole discretion, will have the option to extend the contract for two additional years, in one year increments.

4.2 ASSIGNMENTS AND SUBCONTRACTING

The selected contractor(s) shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

4.3 PAYMENT

The City shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference the contract or RFP number.

4.4 INSURANCE REQUIREMENTS

See the City of Greenfield's Standard Contract under Supplement "S" for all information relative to insurance requirements.

4.5 INDEMNIFICATION

The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) brought or recovered against them that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor

further agrees to reimburse the City for damage caused by Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his/her, its, or their actions, unless the damage is caused by the City's gross negligence or willful misconduct. The existence of insurance shall in no way limit the scope of this indemnification.

4.6 FEDERAL AND STATE LAW

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

REQUEST FOR PROPOSALS

RFP 18-21(Revised) HR BENEFITS BROKER/CONSULTANT

The City of Greenfield, hereby known as "City" is seeking proposals for HR Benefits Broker/Consultant Services, which shall be received at the Office of the Mayor, City of Greenfield, Purchasing Department, 14 Court Square, Room 201, Greenfield, MA 01301. RFP's will be accepted no later than 2:00 p.m. on Wednesday, April 25, 2018.

Introduction

This Request for Proposals (RFP) is intended to provide proposers, hereby known as "Contractor" with a common, uniform set of instructions to guide them through the development of their proposals. The RFP is in compliance with Chapter 30B of the Massachusetts General Law.

Terms used and conditions imposed in this RFP are not intended to imply or denote a particular Contractor nor are they to be construed as restrictive in any way.

In responding to this RFP, Contractors must follow the prescribed format, where specified, and use the included forms, where provided, or reasonable facsimiles thereof. By so doing, each Contractor will be providing the City with information comparable to that submitted by other Contractors and thus be assured of fair and objective treatment in the City's review and evaluation process.

Project Overview

The City of Greenfield is seeking an experienced HR benefits broker/consultant to provide expert advice and assistance concerning municipal insurance benefit issues, including but not limited to Massachusetts Health Care Reform, GASB 45 and the Affordable Care Act.

All employees of the City who regularly work 20 or more hours per week are eligible to elect Health, Dental, Life, FSA, and other supplemental insurances. The current number of employees and retirees is 1,182. (See below)

The City offers a voluntary dental plan which is paid 100% by the employee.

CITY OF GREENFIELD INSURANCE PLANS

Whole Life Insurance
Term Life: Basic / Voluntary
Accidental
Critical Illness
Health Insurance; Active & Retired: **HMO: 80/20 PPO: 60/40**
Surviving Spouse: HMO: 50/50 PPO: 50/50
Dental Insurance: Base plan / Buy-up plan
Flexible Spending: Medical / Dependent

HEALTH (BENEFIT ELIGIBLE):

ACTIVE	<u>640</u>
HMO	437
PPO	8
ELIGIBLE ACTIVE NOT ENROLLED	<u>195</u>
RETIREE (HNE) HMO	87
RETIREE (HNE) PPO	14
UNITED AMERICAN (MEDICARE SUPPLEMENT)	401
ELIGIBLE RETIREE– NOT ENROLLED	<u>40</u>
	1182

Scope of Services

The City of Greenfield is searching for a benefits broker/consultant that can provide professional, highly qualified benefits guidance and services. Actual work will be directed by the Mayor and Human Resource Director, and may involve other services that are not listed below. This includes, but is not limited to:

1. Solicit insurance plans within the parameters set by the City of Greenfield. Prepare proposal specifications and solicit proposals from insurance markets specializing in group plans as needed.
2. Evaluate proposals and proposers, including claim payment procedures, abilities, experience and history, review established policies and financial soundness, and identify the most cost beneficial package among the various proposers.
3. Assist in the negotiations with providers on issues, including those related to premium benefit level, plan design and special terms and conditions. Provide reports as requested.
4. Assist in negotiations with providers to ensure that all plans run on the same schedule.
5. Assist in the City's budget preparation with issues such as premium benefit level, plan design and special terms and conditions pricing. Provide reports as requested.

6. Recommend the best insurance products and services for the City of Greenfield employees/retirees within financial constraints.
7. Provide professional, customary insurance consulting services in the management of medical, dental, vision, life and disability, and other related insurance plans.
8. Inform the City of changes in federal and state laws regarding medical insurance mandates, reporting requirements, coverage requirements, and similar matters, and assist the City in meeting compliance requirements.
9. Work with third-party administrators for ancillary programs such as flexible spending accounts and others. Assist in COBRA, HIPAA, DOL, and ERISA compliance and reporting to include Summary Plan Descriptions and other Plan Documents.
10. Assist the City of Greenfield in complying with new and current federal and state laws and regulations related to employee/retiree benefits, reporting requirements, coverage requirements, and similar matters.
11. Assist with recommendations and implementation of federal Health Care Reform mandate.
12. Review, analyze and recommend plan designs and solutions that address cost efficiency by using approaches such as vendor management, plan management and individual health management. Recommend programs or methods to utilize in order to control or contain escalating health care expenditures including prescription drug benefits.
13. Review, analyze and respond to renewal plan documents to verify validity of data used by vendors and challenge and negotiate renewal rates.
14. Review, analyze and present periodic vendor reports to the City of Greenfield and explain trends, reserves and premium ratios prior to annual renewal of plans.
15. Analyze monthly claims and periodic utilization data to develop reports and recommendations concerning financial trends and identify possible cost containment and benefit modification strategies.
16. Provide side by side comparisons of current and proposed plans to simplify analysis and decision making.
17. Present, explain, and discuss renewal plan documents and other health insurance trends and surveys with the Mayor, Human Resource Director and other City personnel, as directed.
18. Provide direct and timely assistance to the Mayor, Human Resource Director or designee to resolve issues between the City of Greenfield and vendors.

19. Support and assist in the Open Enrollment process as required.
20. Provide quarterly Utilization reports, assist with the interpretation thereof and make recommendations.
21. Assist in the preparation of electronic benefit information guides, forms and other announcement materials necessary to provide proper communication for participants of the plan.
22. Assist with securing annual funding for a Wellness Program.
23. Conduct strategic planning meetings to establish goals, priorities and identify areas of concern.
24. Claims analysis, including renewal analysis and negotiations, budget projections, funding levels and alternatives, large claims analysis and quarterly reporting of the plan's financial performance.
25. Evaluate plan design in light of industry trends and labor market conditions, claims cost trends, alternative delivery systems and legal requirements. Evaluate eligibility, cost sharing and benefit structure and network savings.
26. Prepare Requests for Proposals for insurance services or other employee benefit programs; analyze and make appropriate recommendations.
27. Apprise the City of local and national trends and innovative ideas, and recommend new products, programs and services to ensure a competitive benefits plan.
28. Review on-going employee communications program, including a review of booklets, announcement materials and benefit statements.
29. Manage carrier/vendor relationships, review and advise on master contracts, review carrier service levels and compare to performance guarantees, resolve administrative issues, conduct periodic meetings as necessary.
30. Upon the City's request, attendance at various meetings including but not limited to: meetings with existing and other health insurance carriers; Insurance Advisory Committee meetings; quarterly planning and strategy meetings with City officials; City Council/School Committee meetings; meetings between City and union officials involving health issues.

A. Price Proposal

1. A comprehensive fee schedule including your total estimated cost to perform the Scope of Services provided herein. The fee schedule must include any commissions to be received from vendor(s), applicable contingent commissions and placement fees, rates or fee structure for any additional services requested by the City that are not included in this RFP. If proposer

is submitting a fee contingency based fee structure paid by insurer, an example of a commission statement must be provided, preferably from a similarly sized client. The fee structure must also disclose additional revenues from insurers as a result of “contingency” or volume agreements and rebates.

2. The City will consider submissions from firms proposing a broker/consultant fee structure where payment is made by the vendor as a percentage of the plan, and from firms proposing a consultant-fee payment structure where the services are paid for by the City. The most advantageous price will be determined by considering the comprehensive fee schedule as a whole and the cost impact to the City over the anticipated term of the Agreement.
3. The fee structure, when viewed in conjunction of the technical proposal after the technical evaluations are performed, must clearly demonstrate the value added to the City in the provision of the Services, and the corresponding cost thereof.

B. Non-Price Proposal

1. Cover Letter
2. Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the submitter, stating that the submission is effective and firm for at least one hundred twenty (120) calendar days from the deadline for the submission. The letter shall contain a statement agreeing to all terms and conditions outlined in this RFP, together with a statement identifying terms and conditions about which the submitter may wish to negotiate changes or modifications.

3. Profile of Broker/consultant:

a. Overview:

1. State whether your firm/agency is local, regional, or national.
2. State the location of the office from which the work will be done if your firm/agency is awarded the contract, the number of partners, managers, seniors, supervisors and other professional staff employed at this office.
3. Indicate the name and position of the person who will manage the broker/consultant's services as specified in this RFP. Provide a brief resume of the broker/consultant's manager's background, training and experience. Specifically discuss the broker/consultant's experience in managing accounts of the size and scope as the City of Greenfield.
4. Indicate the names of agents who will or may be assigned to this account. Provide a brief professional resume, including work history, time employed with the firm/agency, the agent's background, training and experience in supervising an account of this size and scope.

5. Identify any potential conflicts of interest of the broker/consultant, or any individual or entity associated therewith, that could arise from providing services to the City of Greenfield.
6.
 - a. Provide a list of current municipal clients in Massachusetts for whom your firm/agency has Provided broker/consulting services in the past five (5) years.
 - b. Describe the proposed firm's experience in the last five (5) years with Massachusetts municipalities relative to the services described under the "Scope of Services" section; include the size and subscriber population of each municipality listed.
 - c. A list of all Massachusetts municipal accounts that have not renewed services with the firm in the past five (5) years.
 - d. Copy of Brokers license.
 - e. Copy of errors and omissions policy declaration page.
7. Attach a declaration that the broker/consultant and its designated subcontractor(s), if any, do not discriminate on the basis of race, color, religious creed, national origin, sex, gender identity, sexual orientation, age, genetic information, ancestry or the handicap of a qualified handicapped person in hiring or be placed on the firm's/agency affirmative action performance. This declaration must be signed by the broker/consultant and any designated subcontractors.

b. Profile of services rendered to other municipalities:

1. Describe innovative health care cost reduction solutions your firm/agency has implemented in the last five (5) years for other municipalities or companies.
2. Describe claim resolution assistance your firm/agency has provided for basic claims and/or coverage questions.
3. Describe the action that would be taken, the support provided, and the personnel who would be involved in investigating and settling a disputed claim.
4. Describe in detail the initial servicing of the account and the ongoing service model for your agency.
5. Describe any current affiliations and connections to governmental and regulatory agencies.
6. Describe any custom insurance policy filings your firm may have done with the Division of Insurance on a client's behalf in the last five (5) years.
7. Describe a situation where you have guided or assisted a client to resolve an issue in conjunction with a state or federal agency.
8. Describe contract negotiations your firm/agency has conducted in the last five (5) years for medical and other benefit lines of coverage on behalf of a municipality.

9. Describe the process the firm/agency will utilize to manage and administer a benefit Package for the City throughout a contract year.
10. State the number of years your firm has been in the industry.
11. Detail the broker/consultant's carrier relationships.
12. If applicable, describe any relationships you or your firm may have that ties you to any insurer or provider of service and how that relationship may influence the broker/consultant's ability to provide services to the City.
13. Describe the broker/consultant's marketplace leverage in negotiating with carriers in regards to rates, policy terms and plan design.
14. Describe how you manage the ongoing relationship between the firm, Human Resources, the City, and the carriers.
15. How would the firm/agency handle the selection of insurance carriers and other service Providers for the City? What role does the Human Resources Director play in this process?
16. a. Description of firm's experience and the approach the firm would use to aggressively market the municipality/company insurance program.
b. Name three health insurance carriers the firm would market the insurance program to.
17. Describe your relationship model for carrier interaction and client service.
18. Describe how you manage the proposal process to the market, and detail the involvement of the City, human resources, and the insurance carriers involved in the proposal, review, and negotiation process.
19. Describe your firm's greatest success in assisting an employee claimant in resolving an escalated claim situation at a health insurance carrier. Detail the level of contract knowledge and action to resolution. Additionally, if regulatory or other state agencies were involved, explain.
20. Describe what you believe to be your firm's most challenging accomplishment in the insurance industry has been in the last five (5) years.
21. In addition to the commissions paid on the policies, are there any services that would be subject to costs or fees?
22. Describe the firm's technical ability to work with and provide assistance to third-party administrators for ancillary programs such as flexible spending accounts and others. Describe your experience in assisting in COBRA, HIPAA, DOL, and ERISA compliance

and reporting to include Summary Plan Descriptions and other Plan Documents. Provide a brief description on how COBRA administration would be processed. Ability to assist an employer with a health insurance cost control program which minimizes employer's health insurance costs, such as coordination of benefits, Prescription Drug programs or ensuring full Medicare coverage by Medicare eligible's.

23. Describe what additional services, if any, the firm would provide at no additional Cost.
24. Describe the steps the broker/consultant anticipates will be needed to ensure a smooth transition if it is selected as the new Broker/consultant of Record.
25. Describe how the firm/agency will act as a technical resource and provide periodic updates on legislative developments and emerging trends.
26. What is your view of the role of a broker/consultant in this type of relationship and what differentiates the proposing firm/agency from other broker/consultant firms?
27. Provide sample work products which demonstrate the quality of your firm's/agencies capabilities in analyzing employee/retiree health care markets and trends.
28. Provide copy of producer license showing lines of authority.
29. Provide documentation of financial stability.
30. Statement from the firm explaining any and all litigation pending against it and/or claims successfully litigated against the firm within the last five (5) years.
31. List any experience in working within municipal union environments.
32. Applicable fees (% of premiums per policy type).
33. Statement that the bidder must be able to begin work within one day of the signing of an agreement.
34. Any additional information that the submitter deems appropriate.
35. Provide the total firm/agency premium.

Each Contractor must furnish all requested information in the formats specified by this RFP. Promotional materials and other "fluff" documents are not wanted and will not be considered as meeting any of the requirements of this RFP.

Each proposal must include a letter of transmittal containing the signature of an authorized representative of the prime Contractor and not more than two individuals authorized to negotiate and sign a contract with the City on behalf of the prime Contractor. The transmittal letter should

be addressed to the Office of the Mayor, City of Greenfield, 14 Court Square, Room 201, Greenfield, MA 01301, and shall not exceed two pages in length.

RFP Response Requirements

All Proposals must provide information relating to the following sections in sufficient detail with supporting documentation to allow the City's evaluation committee to conduct a fair and informed selection:

1. Technical/Non-Price and Business Proposal

A. Transmittal Letter

B. Corporate Profile (including all sub-contractors)

C. Prior Project Experience

1. A list of similar projects performed within the past five (5) years, and any ongoing projects, listing client contacts (municipalities and/or consultants) that can speak knowledgeably about the Contractor's abilities, experience, and skills. The list must include client name, address, name of contact person, position, and telephone numbers, with a brief description of the relevant work performed for each client and highlighting the elements of that project that are similar to this project. Each sub-contractor should provide at least three client contacts. (The proposal evaluation team, at its option, may request further references to clarify specific claimed experience.)
2. Documentation to support the Contractor's ability to provide the necessary services, including resumes and past project descriptions.
3. Documentation, where applicable, to support that the Contractor meets the minimum requirements as specified in the Minimum Evaluation Criteria.

D. Project Staffing

Each Contractor must demonstrate expertise and available staff to be assigned to the project. The names and resumes of all personnel to be assigned to this project must be provided to the City prior to commencement of the survey.

E. Required Support from the City

A description of any support needed from the City, other than availability of appropriate individuals to meet with the Contractor(s) for coordination purposes.

2. Plan for Services

3. **Required Signature Pages:** Price Proposal Sheet, Corporate Authority Certificate (if applicable), Tax Compliance Certification, Certificate of Non-Collusion, Corporate Vote Form

4. Cost Proposal (to be submitted in a separately sealed envelope)

The Contractor must provide a cost proposal for the scope of services and a detailed budget illustrating expenditures by tasks to be performed. The Contractor shall submit a firm offer of total cost per mile of survey to provide the services to complete the necessary tasks.

A separate Fee Schedule for Additional Services is to be submitted along with the Cost Proposal. This fee schedule should include hourly rates of individuals (with applicable multiplier for overhead and benefits) for additional services that the City may request.

Questions

Questions pertaining to the RFP must be sent in writing, to the Office of the Mayor, City of Greenfield, 14 Court Square, Greenfield, MA 01301, or purchasing@greenfield-ma.gov. The City will take written questions up to 4:00 PM on Thursday, April 25, 2018. The City will respond to questions in writing and email copies of the response to all plan holders of record in the form of an addendum by the end of day on May 1, 2018.

Clarification of Proposals

The Contractor of any proposal may be required to discuss or clarify the proposal with the City at any time during the evaluation and selection process.

Evaluation of Proposals

The Evaluation Criteria are contained in attachments to be submitted with the proposal:

- Minimum Criteria which must be met by Contractors in order to be considered responsive.
- Comparative Evaluation Criteria which will be applied to responsive Contractors who have met the Minimum Criteria.

An evaluation committee, consisting of a minimum of three staff, will first examine all proposals for acceptability and comparison to the Minimum Criteria. Any proposal determined to be non-responsive to any of the Minimum Criteria of this RFP will be subject to disqualification without further evaluation. The committee may determine that the non-responsiveness is not substantial and can be clarified, as provided in the above paragraph. In such cases, the committee may allow the Contractor to make minor corrections, except to the Cost Proposal, and apply the change in the evaluation.

Subsequently, the evaluation committee will examine all proposals that meet the minimum criteria in comparison to the comparative evaluation criteria. Each proposal will be ranked based on the comparative evaluation criteria prior to the Cost Proposal being opened.

The evaluation committee may request interviews with the project leader identified by the Contractor as part of the evaluation process or prior to awarding the contract.

After opening and reviewing all non-cost and cost proposals, and following any interviews, the evaluation committee will decide on the successful Contractor for contracting with the City. The evaluation committee reserves the right to require clarifications of any proposals.

Rejection of Proposals

The City reserves the right to reject any and all proposals received in response to this RFP. A proposal may be rejected if the firm:

1. Fails to adhere to one or more of the provisions established in the RFP;
2. Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein;
3. Fails to meet the minimum criteria as specified in this RFP;
4. Fails to submit its proposal to the required address on or before the specified submission deadline;
5. Misrepresents its services or provides demonstrably false information in its proposal, or fails to provide material information;
6. Fails to submit required Cost Proposal.

Contractor Selection

Following the procedures previously described, the City will make a decision regarding selection of the Contractor with whom it wishes to enter into a contract. The supplier of these services will be selected based upon weighing the relative merits of proposals submitted by competing Contractors, taking into consideration the proposals’ relative merits and costs. This may not necessarily be the lowest cost.

Schedule of Events for RFP

The City intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Contractors to prepare definitive proposals and to permit the City to fully consider various factors that may affect its decision. These dates will be observed. However, should conditions warrant changing any of them, Contractors will be notified.

Event	Date
Revised RFP Available	04/20/18
Written Questions Due	04/25/18
Answers to Questions Available	05/01/18
Proposal Opening	05/08/18 @ 2:00 PM

Uniform Proposals

To enable the City to perform a fair comparative analysis and evaluation of proposals, it is desired that a uniform format be employed in structuring each proposal. The required format is specified earlier under “**RFP Response Requirements**” in this RFP.

Contractor's Examination of the RFP

Contractors must examine all information and materials contained herein and accompanying this RFP. Failure to do so will be at the Contractor's risk. This will include, but not be limited to, all relevant state and federal laws and regulations.

Responsibilities of the Contractor

The successful Contractor will be required to assume total responsibility for the completion and delivery services offered in this proposal.

The City will consider the successful Contractor to be the sole point of contact with regard to all contractual matters, including performance or service of subcontractors, unless otherwise stated.

Prior to final selection, Contractors may be required to submit any additional information, which the City may deem necessary to determine the Contractor's qualifications to respond to the RFP.

Firm Price

Prices offered by the Contractor will be firm and not subject to increase during the term of any contractual agreement arising between the City and the successful Contractor as a result of this RFP. Do note however, the City of Greenfield, in accordance with MGL CH. 30B, reserves the right to negotiate the price offered by the proposer who is ranked as the most advantageous.

The City of Greenfield reserves the right to reject any or all proposals; to issue additional solicitations for proposals and/or addenda to this Scope of Services; to waive any irregularities in proposals received after notification to affected Contractors; to select any proposal as the basis for negotiation of a contract and to negotiate with Contractors for amendments or other modifications to their proposals; to conduct investigations with respect to the qualifications of each Contractor; to exercise its discretion and apply its judgment with respect to any aspect of the Scope of Services, the evaluation of proposals, and the negotiation and award of any contract; to enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals; to perform any of the proposed tasks in-house with City staff; to select the proposal that best satisfies the interests of the City of Greenfield and not necessarily on the basis of price or any other single factor.

Non-appropriation of funds – If sufficient funds are not appropriated for this project in the next fiscal year, The City of Greenfield may terminate this contract and shall not be obligated to make any further payments.

Open Procurement

1. The Contractor should include any latitudes, prohibitions or limitations placed on the provision of services presented in the proposal. If some services cannot be provided as specifically provided for in the RFP, this should be stated. The objective is to clarify all procurement options.
2. The City reserves the right to accept or reject any or all proposals in whole or in part.

Execution of Contract

1. Upon the acceptance of a Contractor's proposal, the City will incorporate into its standard contract form (see Attachment E for Sample Contract), appropriate specifics for this procurement and submit the contract to the Contractor for signing. In the event that the Contractor fails, neglects or refuses to execute the contract within a specified number of days after receiving a copy of the contract from the City, the City may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
2. Incorporated by reference into the contract which is to be entered into by the City and the Contractor pursuant to this RFP will be:
 - A. All of the information presented in or with this RFP and the Contractor's response thereto, and
 - B. All written communications between the City and the Contractor whose proposal is accepted.

A designated official of the Contractor and the City of Greenfield shall execute the contract.
3. Before a contract may be executed by the City, the Contractor will be required to provide:
 - A. Workers' Compensation Insurance as required by the current laws of the Commonwealth of Massachusetts and Employer's Liability Insurance with Statutory Limits.
 - B. Comprehensive General Liability insurance policy with the following limits of coverage: Bodily Injury, One Million Dollars (\$1,000,000) each person/each occurrence; Property Damage, One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) General Aggregate.
 - C. A Comprehensive Automobile Liability insurance policy with the following limits: Bodily Injury, One Million Dollars (\$1,000,000) each person/each occurrence; or a Combined Single Limit of One Million Dollars (\$1,000,000) and Property Damage, One Million Dollars (\$1,000,000) each occurrence, or a Combined Single Limit of One Million Dollars (\$1,000,000) for owned, hired and non-owned autos.
 - D. An Umbrella Excess Liability in the amount of One Million Dollars (\$1,000,000) over all Liability Insurance.
 - E. Indemnification to indemnify and hold harmless the City of Greenfield in the performance of the Services under this Agreement.
 - F. Federal taxpayer identification number (FID).
 - G. All of the insurance must be issued by an insurer licensed, authorized and maintains an office to do business in Massachusetts.

H. The City of Greenfield is to be named an additional insured on the above policies.

I. See Supplement "S" of the attached Contract for further insurance requirements.

No Assignment

Assignment by the Contractor to any third party of any contract based on the RFP or any monies due shall be absolutely prohibited and will not be recognized by the City unless approved in advance by the City in writing.

Confidentiality

Under the Massachusetts General Laws, the City cannot assure the confidentiality of any materials or information that may be submitted by a Contractor in response to this RFP. Thus Contractors who choose to submit confidential information do so at their own risk.

Rights to Submitted Material

All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by Contractors shall become the property of the City when received.

Non-Discrimination in Employment and Affirmative Action

1. The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Right Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1); and all relevant administrative orders and executive orders.
2. If a complaint or claim alleging violation by the Contractor of such statutes, rules, or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD) the Contractor agrees to cooperate with MCAD in the investigation and disposition of complaint or claim.
3. In the event of the Contractor's non-compliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but not limited to the following:
 - A. Withholding of payments due the Contractor until the Contractor complies; and
 - B. Termination or suspension of any contract or agreement pursuant to this RFP.

Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. But the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be

extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

ATTACHMENTS

- A. Minimum Criteria
- B. Comparative Evaluation Criteria
- C. Price Proposal Sheet
- D. Non-Collusion & Tax Attestation Form
- E. Contract

ATTACHMENT A

MINIMUM CRITERIA

In order to provide the services required, it is essential that the Contractor meet the following minimum criteria:

1. The proposal is received before the deadline.
2. The proposal includes all of the items for a complete proposal
3. Proposers must be in the business of providing health insurance consulting services and have at least five (5) years of experience in such business or have equivalent experience in the health field.
4. Proposers must have successful experience with Massachusetts governmental health insurance business.

ATTACHMENT B

COMPARATIVE EVALUATION CRITERIA

In order for a Contractor's proposal to be considered under the Comparative Evaluation Criteria the Contractor must have met the Minimum Criteria.

The following ratings will be applied to the Comparative Evaluation Criteria: "Highly Advantageous", "Advantageous", "Not Advantageous", and "Unacceptable".

Submissions will be evaluated based on the following criteria to determine each submitter's qualifications and level of responsibility. The order does not indicate importance of each criterion, and said importance will be subject to the sole discretion of the City:

1. *Experience in working with Massachusetts municipalities on a variety of health insurance and employee benefit issues: experience in employee/retiree benefits and insurance placement specifically with other municipalities.*

- Highly Advantageous: Over 10 years: Proposer has demonstrated thorough experience with work of a similar nature.
- Advantageous: Proposer has 10 years or less of demonstrated experience with work of a similar nature.
- Not Advantageous: Experience in MA, but with non-municipal employers; municipal experience in other states. Demonstrated some experience with work of a similar nature.
- Unacceptable: Proposer has no municipal experience and failed to demonstrate experience with work of a similar nature.

2. *Availability of a licensed Insurance Advisor, Actuary, or equivalent in the respondent's firm.*

- Highly Advantageous: The service representative with whom the City of Greenfield will be working on a regular basis is a licensed Insurance Advisor or equivalent.
- Advantageous: A full-time permanent employee of the respondent's firm is a licensed Insurance Advisor or equivalent, and the City will have direct access to this person.
- Not Advantageous: A full-time, permanent employee of the respondent's firm is a licensed Insurance Advisor or equivalent, but City accesses this individual through a representative.
- Unacceptable: There are no licensed Insurance advisors or equivalent on a full-time permanent staff of the firm.

3. *Broker/consultants' awareness and ability to provide timely, accurate communication of emerging trends, opportunities and regulatory updates to clients.*

- Highly Advantageous: Proposer has clearly demonstrated it has the ability to provide timely, accurate communication of emerging trends, opportunities and regulatory updates to clients.

- Advantageous: Proposer has demonstrated it likely has the ability to provide timely, accurate communication of emerging trends, opportunities and regulatory updates to clients.
- Not Advantageous: Proposer has not fully demonstrated it has the ability to provide timely, accurate communication of emerging trends, opportunities and regulatory updates to clients.
- Unacceptable: Proposer has failed to demonstrate it has the ability to provide timely, accurate communication of emerging trends, opportunities and regulatory updates to clients.

4. *Broker/consultant's ability to provide a broad spectrum of consulting services, including, but not limited to benefits administration, claims management and wellness in a timely manner, assist an employer with a health insurance cost control program which minimizes employer's health insurance costs, such as coordination of benefits, Prescription Drug programs, ensuring full Medicare coverage by Medicare eligible individuals.*

- Highly Advantageous: Bidder has developed written guidelines for the employer and the bidder's staff, and implementation of guidelines has generated proven cost reductions for at least five (5) municipal employers.
- Advantageous: Bidder has developed written guidelines for the employer and the bidder's staff, and implementation of guidelines has generated proven cost reductions for at least three (3) municipal employers..
- Not Advantageous: Bidder has no written guidelines for the employer or its staff and cannot demonstrate any cost reductions for any employer or the bidder has written guidelines but cannot demonstrate any cost reductions for any employer.
- Unacceptable: Bidder has no written guidelines.

5. *Broker/consultant's ability to provide quality open enrollment service and support for employees/retirees.*

- Highly Advantageous: Proposer has demonstrated it has the ability to provide high quality open enrollment service and support for municipal employees/retirees.
- Advantageous: Proposer has demonstrated it likely has the ability to provide open enrollment service and support for municipal employees/retirees.
- Not Advantageous: Proposer has not fully demonstrated it has the ability to provide open enrollment service and support for municipal employees/retirees.
- Unacceptable: Proposer has failed to demonstrate it has the ability to provide open enrollment service and support for municipal employees/retirees.

6. *Opinion of references:*

- Highly Advantageous: Representatives have at least three (3) favorable MA municipal references.
- Advantageous: Representatives have at least two (2) favorable MA municipal references.

- Not Advantageous: Representatives have at least one (1) favorable reference.
- Unacceptable: Representatives have no favorable references.

The city may ask respondents to make an oral presentation. All broker/consultants participating in the oral panel must have agents assigned to this account in attendance in order to be considered.

1. Understanding of Managed Health Care Environment

- Highly Advantageous: If proposal demonstrates an in-depth understanding of the local and national managed health care environment
- Advantageous: If proposal demonstrates a solid-depth understanding of the local and national managed health care environment
- Not Advantageous: If proposal does not demonstrate a solid-depth understanding of the local and national managed health care environment
- Unacceptable: If proposal demonstrates absolutely no understanding of the local and national managed health care environment

2. Understanding of Self-Insurance

- Highly Advantageous: If proposal demonstrates an in-depth understanding of self-insurance and other alternative financing vehicles
- Advantageous: If proposal demonstrates a good understanding of self-insurance and other alternative financing vehicles
- Not Advantageous: If proposal demonstrates only a small amount of understanding of self-insurance and other alternative financing vehicles
- Unacceptable: If proposal demonstrates absolutely no understanding of self-insurance and other alternative financing vehicles

3. Experience

- Highly Advantageous: If Contractor's client list demonstrates a superior Massachusetts experience in providing expert advice on health care benefits plans and assistance to government and other organizations of a similar size to the City of Greenfield
- Advantageous: If Contractor's client list demonstrates a good Massachusetts experience in providing expert advice on health care benefits plans and assistance to government and other organizations of a similar size to the City of Greenfield
- Not Advantageous: If Contractor's client list does not demonstrate good experience in providing expert advice on health insurance plans and assistance to governments and other organizations of a similar size to the City of Greenfield
- Unacceptable: If contractor's client list shows absolutely no experience in providing expert advice on health insurance plans and assistance to governments and other organizations of a similar size to the City of Greenfield

4. Experience of Individual Team Members

- Highly Advantageous: If the Contractor's client list demonstrates individuals with superior experience working with management and labor representatives to achieve mutually acceptable goals.
- Advantageous: If the Contractor's client list demonstrates individuals with good experience working with management and labor representatives to achieve mutually acceptable goals.
- Not Advantageous: If the Contractor's client list demonstrates individuals with less than good experience working with management and labor representatives to achieve mutually acceptable goals
- Unacceptable: If the Contractor's client list demonstrates individuals with absolutely no experience working with management and labor representatives to achieve mutually acceptable goals

5. Experience as a Facilitator

- Highly Advantageous: If the Contractor's lead advisor, who will have primary responsibility for working with the committee, has superior experience as a facilitator with management and labor groups.
- Advantageous: If the Contractor's lead advisor, who will have primary responsibility for working with the committee, has good experience as a facilitator with management and labor groups.
- Not Advantageous: If the Contractor's lead advisor, who will have primary responsibility for working with the committee, has limited or questionable experience as a facilitator with management and labor groups.
- Unacceptable: If the Contractor's lead advisor, who will have primary responsibility for working with the committee, has absolutely no experience as a facilitator with management and labor groups.

6. Experience as a Health Benefits Administrator

- Highly Advantageous: If the Contractor's lead advisor, who will have primary responsibility for working with the committee, has more than 10 years of experience as a health benefits administrator, HMO Manager or Group Health Insurance Consultant
- Advantageous: If the Contractor's lead advisor, who has 10 years of experience will have primary responsibility for working with the committee, has only adequate experience as a health benefits administrator, HMO Manager or Group Health Insurance Consultant

- Not Advantageous: If the Contractor's lead advisor, who has under 10 years of experience will have primary responsibility for working with the committee, has limited or questionable experience as a health benefits administrator, HMO Manager or Group Health Insurance Consultant
- Unacceptable: If the Contractor's lead advisor, who will have primary responsibility for working with the committee, has absolutely no experience as a health benefits administrator, HMO Manager or Group Health Insurance Consultant

ATTACHMENT C

18-17 REQUEST FOR PROPOSAL

PRICE PROPOSAL SHEET

Marked as Follows:

Price Proposal – City of Greenfield HR Benefits Broker/Consultant Services

Bidder's Name _____
Name of Individual or Company Making Proposal

The prices quoted below include the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract. All travel costs to be incurred by the contractor shall be paid by the contractor. The City of Greenfield will not pay for travel time, travel related expenses or those associated with copying or printing expenses.

We herewith propose to provide Health Insurance Consulting services in accordance with our technical proposal and otherwise as noted below.

Price

Year 1 of Contract: 7/1/2018 through 6/30/2019 \$ _____
Estimated but not guaranteed number of hours: 200

Year 2 of Contract (1st optional extension year). 7/1/2019 through 6/30/2020 \$ _____
Estimated but not guaranteed number of hours: 200

Year 3 of Contract (2nd optional extension year). 7/1/2020 through 6/30/2021 \$ _____
Estimated but not guaranteed number of hours: 200

This proposal acknowledges addendum no. _____

Company Name: _____

Address: _____

City, State, Zip: _____

Authorized Signature Date

Printed Name

Tel.. & E-Mail: _____

RFP Name: HR Benefits Broker/Consultant
RFP #: 18-21 (REVISED)

Corporate Authority Certificate

I, (name) _____ being the
(title) _____ of (name of
corporation) _____ corporation
hereby certify that at a duly posted meeting of the Board of Directors held on
(date) _____ that (name of authorized person)

was authorized to sign all commitments and documents made in response to this RFP for the City of Greenfield HR Benefits Broker/Consultant and they are further authorized to sign any contract made pursuant to this RFP.

Authorized Signature _____ Date _____

*** Must be accompanied by a copy of the minutes of the Board meeting

Notary Statement

Commonwealth of Massachusetts _____ County of _____

On this the _____ of _____, _____ before me, personally
(day) (Month) (year)
Appeared _____, who proved to me through

satisfactory evidence of identity, which was _____ to be the person(s) whose name (s) was/were signed above and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his/her/their knowledge and belief.

_____ (Signature of Notary Public) _____ (Printed Name of Notary)

My commission expires _____

ATTACHMENT D

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of Business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting bid or proposal

Name of Business

Name of Business (if applicable)

Social Security or Federal Tax Identification Number

AGREEMENT

For AGREEMENT

State of _____)

SS:

County of _____)

On this _____ day of _____, 20__ ,

Before me personally appeared _____

To me known, who being by me duly sworn, did depose and say as follows:

That he/she resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he/she signed thereto his/her name and official designation.

Signature of Notary Public

(Seal)

Printed Typed Name of Notary Public

My commission expires: _____

NOTICE TO PROCEED:

Date: _____

Project: 18-21 HR Benefits Broker/Consultant

Owner: City of Greenfield, MA

Owner's Contract No.: 18-21

Contract: HR Benefits Broker/Consultant

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above contract will commence to run on _____ . On or before that date, you are to start performing your obligations under the Contract Documents and must be substantially complete by June 30, 2019.

Before Contractor may start any Work at the Site, Contractor must provide certificates of insurance required to be purchased and maintained in accordance with the Contract Documents.

Owner

Given by:

Authorized Signature

Title

Date

ATTACHMENT E
CITY OF GREENFIELD

CONTRACT



DATE: _____

This Contract is entered into on, or as of, this date by and between the City of Greenfield (the “City”), and

[“Contractor”]

[Address of the Contractor]

[Telephone Number]

[FAX Number]

1. This is a Contract for the procurement of the following: An independent insurance broker/consultant to act as the representative of the City for employee health and welfare benefits management working directly with the Mayor and Human Resource Director to affect the most advantageous placement of insurance coverage, including, but not limited to, the terms and conditions of coverage, continuity, and cost.

2. The Contract price to be paid to the Contractor by the City of Greenfield is:

3. Payment will be made as follows:

4. Definitions:

- 4.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the City of Greenfield. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the City to insure that the goods or services are complete and are as specified in the Contract.
- 4.2 Contract Documents: All documents relative to the Contract including (where used) Instructions to Proposers, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, and all Addenda issued during the bidding period. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 4.3 The Contractor: The “other party” to any Contract with the City. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term “Contractor” shall be understood to refer to any other such label used.
- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies or Materials.
- 4.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 4.7 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before June 30, 2019, unless extended pursuant to a provision for extension contained in the Contract documents at the sole discretion of the City, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the City Accountant. The time limits stated in the Contract documents are of the essence of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the City is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the City Accountant. In the absence of appropriation, this Contract shall be immediately terminated without liability for damages, penalties or other charges.

7. Permits and Approvals:
Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.
8. Termination and Default:
- 8.1 Without Cause. The City may terminate this Contract on seven (7) calendar days notice when in the best interests of the City by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 8.2 For Cause. If the Contractor is determined by the City to be in default of any term or condition of this Contract, the City may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 8.3 Default. The following shall constitute events of a default under the Contract:
- 1) any material misrepresentation made by the Contractor to the City; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the City as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and City bylaw and/or regulations
9. The Contractor's Breach and the City's Remedies:
Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the City of Greenfield shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the City may keep the whole or any part of the amount for expenses, losses and damages incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

10.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and Citys, such law or regulation shall control.

10.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

10.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and Regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the City. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the City of Greenfield, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

11. Conflict of Interest:

Both the City and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the City that neither it, nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Discrimination
The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.
14. Assignment:
Assignment of this Contract is prohibited, unless and only to the extent that assignment is provided for expressly in the Contract documents.
15. Condition of Enforceability Against the City:
This Contract is only binding upon, and enforceable against, the City if: (1) the Contract is signed by the Mayor or his/her designee; and (2) endorsed with approval by the City Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the City Council as to form.
16. Corporate Contractor:
If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the City of Greenfield unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall comply with the provisions of the General Laws, Chapter 181, Sections 3 and 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.
17. Liability of Public Officials:
To the full extent permitted by law, no official, employee, agent or representative of the City of Greenfield shall be individually or personally liable on any obligation of the City under this Contract.
18. Indemnification:
The Contractor shall indemnify, defend and save harmless the City, the City's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the City for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his/her, its, or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the City's gross negligence or willful misconduct. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this contract.

19. Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the City for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the City evidence of such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the City.

20. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the City, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the City, in the United States or any other country. The City shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the City shall vest in the City at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the City before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

21. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the City may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

22. Payment

The City agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the City of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

24. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

25. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the Contract and to the City of Greenfield by being sent to the Office of the Mayor, 14 Court Square, Room 201, Greenfield, MA 01301.

26. Binding on Successors:

This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

27. Complete Contract:

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

28. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the City of Greenfield shall be a party. One of the following "Supplements" *must* be "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the Contract requires. The Supplement contains additional terms governing the Contract:

GOODS

SUPPLEMENT "G" - Applicable to Contracts for the procurement of Goods (governed by the provisions of General Laws Chapter 30B)

SERVICES

SUPPLEMENT "S" - Applicable to Contracts for the procurement of Services (governed by the provisions of General Laws Chapter 30B)

CONSTRUCTION

SUPPLEMENT "C" - Applicable to Contracts for Construction

SUPPLEMENT “S”

This form supplements the general provisions of the Contract between the City of Greenfield, and _____, which Contract is a contract for the procurement of services.

“Services” shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

Change Orders:

Change orders for contracts subject to Massachusetts General laws Chapter 30B may not increase the quantity of services by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

Minimum Wage/Prevailing Wage;

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage), as shall be in force and as amended.

Insurance:

The Contractor shall obtain and maintain the following insurance:

- 5.1 Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.
- 5.2 Broad Form Commercial General Liability coverage with limits of at least \$1 Million per occurrence and \$2 Million aggregate, and which shall cover bodily injury, death, or property damage arising out of the work.
- 5.3 Automobile Liability Coverage, including coverage for owned, hired, or borrowed vehicles with limits of Bodily Injury and Property Damage in the amount of \$1 Million each person/each occurrence or a combined single limit of \$1 Million.
- 5.4 An Excess Umbrella Liability Policy in the amount of \$1 Million adding coverage to all above policies.
- 5.5 The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor’s responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work.
- 5.6 All required insurance shall be certified by a duly authorized representative of the insurers on the “MIIA” or “ACORD” Certificate of Insurance form incorporated into and made a part of this agreement. Properly executed certificates signifying adequate

coverage in effect for the duration of the contract with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted to the City prior to commencement of this Agreement.

5.7 The City shall be named as an additional insured on the above referenced liability policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.

6. Indemnification:

The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) brought or recovered against them that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the City for damage to its property caused by Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the City's gross negligence or willful misconduct. The existence of insurance shall in no way limit the scope of this indemnification.

APPROVED AS TO FORM ONLY:

CITY OF GREENFIELD

City Counsel

Mayor

I CERTIFY THAT FUNDS ARE AVAILABLE
IN ACCOUNT NO _____:

City Accountant

THE CONTRACTOR:

Date: _____