

EXHIBIT A

(CITY OF STAMFORD REQUEST FOR PROPOSALS NO. 748)

MAYOR
DAVID R. MARTIN



CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152

PURCHASING MANAGER
ERIK J. LARSON
Phone: (203) 977-4107
Email: elarson@stamfordct.gov

REQUEST FOR PROPOSALS NO. 748

Health Care Advisory Consultant

Proposals Due	August 30, 2018 @ 4:00 P.M.	
Submit To	City of Stamford Purchasing Department 888 Washington Boulevard Stamford, CT 06904-2152	
Attention	Erik J. Larson Purchasing Manager	
Pre-Proposal Meeting	N/A	
Mandatory		
Number of Copies Required		
# Original	1	
# Copies	7	
# USB	2	

INTERNET USAGE ACKNOWLEDGEMENT (October 5, 2015)

Caution: The competitive bid/proposal process requires the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification."
4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.
5. Please note modifications made to the City's Standard form of Contract with the addition of Section 16. Dispute Resolution on the Sample Agreement.

RFQ/RFP SUBMISSION REQUIREMENTS

The Purchasing Department requests that you identify clearly, with a tab or sticker, your fee proposal sheet(s), as well as your bid bond pages if applicable.

The following documents should be returned with your RFQ/RFP:

- ☐ Contractor's Statement
- ☐ Non-Collusion Affidavit
- ☐ CHRO Employment Information Form
http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf
- ☐ City of Stamford State of Connecticut Contractor Verification (in accordance with Public Act 16-67) Compliance Affidavit (If applicable)
- ☐ Certification – Prohibition of Wastes Generated from Oil & Gas Drilling and Extraction Activities

The Purchasing Manager reserves the express right, on behalf of the City of Stamford, to waive any/all technical defects, irregularities and omissions in the best interest of the City is served.

Contractor's Statement

Pursuant to Section 103.1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, limited liability company or partnership, the names and addresses of all joint ventures, beneficiaries, partners or members:

If a corporation, the names and addresses of all officers, and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stocks. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% of the common or preferred stock of said holding company.

The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

Name of Bidder/Proposer: _____

Signature of Bidder/Proposer: _____

Title: _____

Company Name: _____

Address: _____

Non-Collusion Affidavit

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer: _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____ ss. _____

Date: _____

Personally appeared _____, as _____
of the above named firm, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief.

Signature of Notary Public
My Commission Expires: _____

EFFECTIVE: 2/24/09

City of Stamford
State of Connecticut Contractor Verification (in accordance with Public Act 16-67)

Compliance Affidavit

I, the undersigned, personally and on behalf of _____, having

(Contractor)

been duly sworn, affirm and say that I have read, understand and am in compliance with Public Act 16-67 Concerning the Disclosure of Certain Education Personnel Records, Criminal Penalties for Threatening in Educational Settings and the Exclusion of a Minor's Name from Summary Process Complaints, and that neither I nor said Contractor, to the best of my knowledge, is in possession of any information indicating a finding of abuse or neglect or sexual misconduct, or otherwise have knowledge of such a condition(s) for any employees working on the project identified in RFQ/RFP or Bid S-_____. Further, if I or said Contractor

(RFQ/RFP or Bid Number)

become aware of any information indicating such a finding, or otherwise gain knowledge of such a condition, I and/or said Contractor will immediately forward such information to the City of Stamford.

Contractor Name:_____

Street Address:_____

City, State, Zip:_____

Title of person completing this form:_____

Signature:_____

Printed Name:_____

Date:_____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____ ss. _____

Date:_____

Personally appeared _____, as _____
of the above named Contractor, and attested that the foregoing statements are true and accurate
to the best of his/her knowledge and belief on behalf of himself and said Contractor.

Signature of Notary Public

My Commission Expires:_____

CITY OF STAMFORD CONNECTICUT

CERTIFICATION FOR BIDS, RFQ and RFP

**PROHIBITION OF WASTES GENERATED FROM OIL & GAS DRILLING AND
EXTRACTION ACTIVITIES**

Pursuant to City of Stamford Ordinance No. 1241 Supplemental, Prohibiting Wastes Generated from Oil and Gas Drilling and Extraction Activities, if the goods/services contemplated pursuant to this Agreement involves the construction or maintenance of any publically owned and/or maintained road or real property within the City, or involves the purchase or acquisition of materials to be used to construct or maintain any publically owned and/or maintained road or real property within the City, the Contractor shall complete the following statement:

"We _____ hereby submit a bid for materials, equipment and/or labor for the City of Stamford.

The bid is for bid documents titled:

We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder: or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any subcontractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the City of Stamford as a result of the submittal of this bid if selected."

Date

Signed

Print Name

Company

Address

**MAYOR
DAVID R. MARTIN**



**PURCHASING MANAGER
ERIK J. LARSON
Phone: (203) 977-4107
Email: elarson@stamfordct.gov**

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(Rev. 9-1-17)**

Notification to Bidders

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n. "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. Non-Discrimination

- (a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any

manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

GIFTS:

During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

PLEASE NOTE: THIS AGREEMENT IS PROVIDED AS AN EXAMPLE ONLY. THE ACTUAL CONTRACT SUBMITTED FOR YOUR FIRM'S SIGNATURE WILL VARY BASED UPON THE PARTICULARS OF THE SPECIFIC RFP/RFQ PACKAGE.

AGREEMENT

THIS AGREEMENT dated the day of , 2014, by and between the **CITY OF STAMFORD**, a municipal corporation in the State of Connecticut, hereinafter referred to as the “City”, 888 Washington Boulevard, Stamford, Connecticut 06904, acting herein by David R. Martin, its Mayor, hereunto duly authorized, and

hereinafter referred to as the "Contractor", acting herein by _____, _____, duly authorized.

WITNESSETH

WHEREAS, the City of Stamford solicited Request for Proposals # _____ for _____
_____ ; and,

WHEREAS, the Contractor has responded to the City by submitting a Response to the Request for Proposal; and,

WHEREAS, the City has accepted the Contractor's Proposal for said work, pursuant to the terms hereinafter set forth.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in: (a) the City's Request for Proposal # _____, attached hereto as Exhibit A and made a part hereof; and (b) the Contractor's Proposal, Exhibit B attached hereto and incorporated herein.

2. COMPENSATION. The City shall pay as compensation to the Contractor a fee of

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall substantially complete said work by . It is agreed and understood that time is of the essence and that Contractor's failure to substantially complete the work within the period allowed shall constitute a breach of this Agreement. Contractor's sole remedy for delays shall be an extension of time to complete the work. Contractor waives any damages for delays incurred by it or anyone claiming through it.

4. REVIEW OF WORK. The Contractor will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

5. INDEMNIFICATION. The Contractor shall indemnify and hold harmless The City, its officers, agents and employees, from loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of The Contractor or loss of or damage to property,

resulting directly or indirectly from The Contractor's negligent performance pursuant to this Agreement, or by any omission to perform some duty imposed by law or this Agreement upon The Contractor, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, and shall not be limited by reason of any insurance coverage required pursuant to this Agreement;

6. ASSIGNMENT. The Contractor shall not assign or transfer any portion of the work set forth herein without the prior written approval of the City.

7. BOOKS AND RECORDS. The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

8. INSURANCE. The Contractor shall provide and pay for such insurance as is set forth in Exhibit A – Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.

9. REPRESENTATIONS. The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

10. INTERPRETATION. The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Contractor's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

11. NON-APPROPRIATION. Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

12. SUBCONTRACTING. Aside from those subcontractors disclosed in The Contractor's Proposal, attached hereto as Exhibit B, if any, the Contractor is prohibited from further subcontracting the work of this Agreement or any part of it unless The City first approves such subcontracting in writing and approves, in writing, of the specific subcontractor(s) The Contractor proposes to be used. . The Contractor shall provide the City fully executed copies of the City of Stamford State of Connecticut Contractor Verification (in accordance with Public Act 16-67) Compliance Affidavit(s) for all proposed subcontractors. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should The City approve of a proposed subcontractor, The Contractor agrees to comply with The City's Code of Ordinances § 103.4;

13. CONTRACT EXTRAS. Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Contractor that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any

additional costs unless the provisions of the City Charter and/or the Code are fully complied with. The provisions of the City Code can be found at www.municode.com

14. COMPLIANCE WITH CITY CODE PROVISIONS. The Contractor shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Contractor. The provisions of the City Code can be found at www.municode.com

15. TERMINATION.

A. **TERMINATION FOR CAUSE.** If, through any cause, The Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if The Contractor shall violate any laws or any of the covenants, agreements, or stipulations of this Agreement, The City shall thereupon have the right to terminate this Agreement for cause by giving written notice to The Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by The Contractor pursuant to its performance under this Agreement shall, at the option of The City, become The City's property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Contractor shall not be responsible for any claims resulting from The City's use of the documents on another project or changes made to the documents without The Contractor's express written permission;

The term "cause" includes, without limitation the following:

- 1) If The Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;
- 2) If The Contractor fails to perform to The City's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If The City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should The City terminate this Agreement for cause, The Contractor shall not be relieved of liability to The City for any damages sustained by The City by virtue of any breach of this Agreement by The Contractor and The City may withhold any payment to The Contractor for the purposes of setoff until such time as the exact amount of damages due The City from The Contractor is determined.

B. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time The City determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to The Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of The City, become property of The City. If

the Agreement is terminated by The City as provided herein, The Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of The Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to The City's right of set off for any damages pursuant to the terms of the Agreement;

16. DISPUTE RESOLUTION.

- A. **EXECUTIVE MEETING.** The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

- B. **MEDIATION.** Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- C. **ARBITRATION.** Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of The City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution

of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

D. **PERFORMANCE DURING DISPUTE.** Unless otherwise directed by The City, The Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

E. **CLAIMS FOR DAMAGES.** Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

17. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut and the parties hereby waive any choice of law. Any action arising out of the duties and obligations of this Agreement shall be brought in either the Connecticut Superior Court in Stamford, Connecticut, or the Federal District Court in Bridgeport, Connecticut;

18. GIFTS: During the term of this Agreement, including any extensions, The Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of The City or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to The Contractor shall include its members, officers, directors, employees, and owners of more than 5% equity in The Contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated; and

19. CODE OF ETHICS. The Contractor shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an "employee", as defined in that Chapter, strictly for the purpose of compliance thereto. The Contractor is prohibited from using its status as a contractor to The City to derive any interest(s) or benefit(s) from other individuals or organizations.

25. PROHIBITION OF WASTES GENERATED FROM OIL & GAS DRILLING AND EXTRACTION ACTIVITIES. Pursuant to City of Stamford Ordinance No 1241 Supplemental, Prohibiting Wastes Generated from Oil and Gas Drilling and Extraction Activities, the Contractor warrants and represents that no materials containing natural gas or oil waste shall be purchased, acquired or utilized in any way in the construction or maintenance of any publically owned and/or maintained road or real property within the City and the Contractor further warrants and represents that no materials containing natural gas or oil waste shall be provided to the City.

Remainder of Page Intentionally Left Blank.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

Witness
Print:

By _____
David R. Martin, Mayor

Date: _____

THE CONTRACTOR

Witness
Print:

By _____
Date: _____

Approved as to Form:

Approved as to Insurance:

Chris Dellaselva
Asst. Corp. Counsel
Date: _____

David S. Villalva
Acting Risk Manager
Date: _____

REVISED: 5/18/2018

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I – Bidder Information

Company Name: Street Address: City & State: Chief Executive:	Bidder Federal Employer Identification Number: Or Social Security Number:
Major Business Activity: (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> -Bidder is a minority business enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, check ownership category) Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/> -Bidder is certified as above by State of CT? Yes <input type="checkbox"/> No <input type="checkbox"/>
Bidder Parent Company: (If any)	
Other Locations in CT: (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> No <input type="checkbox"/>	9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input type="checkbox"/> No <input type="checkbox"/>	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input type="checkbox"/>	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input type="checkbox"/>	12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please explain.
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/>	
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes <input type="checkbox"/> No <input type="checkbox"/>	13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number:

1. Will the work of this contract include subcontractors or suppliers? Yes ☐ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ☐ No ☐

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices
(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	<input type="checkbox"/>	<input type="checkbox"/>			Work Experience	
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>			Ability to Speak or Write English	
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>			Written Tests	
Newspaper Advertisement	<input type="checkbox"/>	<input type="checkbox"/>			High School Diploma	
Walk Ins	<input type="checkbox"/>	<input type="checkbox"/>			College Degree	
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>			Union Membership	
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Personal Recommendation	
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Height or Weight	
Others (please identify)	<input type="checkbox"/>	<input type="checkbox"/>			Car Ownership	
	<input type="checkbox"/>	<input type="checkbox"/>			Arrest Record	
	<input type="checkbox"/>	<input type="checkbox"/>			Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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City of Stamford
Insurance Requirements
Healthcare Advisory Consultant

The Consultant shall maintain throughout the entire term of its agreement with the City of Stamford the following insurance coverages:

1. ***Comprehensive General liability*** insurance, which provides coverage for operations liability, completed operations and products liability, contractual liability and personal injury and advertising liability:
 - Must be written on an occurrence basis;
 - City of Stamford and its employees, agents and officers designated as additional insureds;
 - Completed operations and products liability insurance must be maintained for a period of not less than three (3) years following completion of the contract;
 - Contractual liability must insure any indemnities contained in the contract.
 - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$2 million in the aggregate.
2. ***Comprehensive automobile liability***, which provides coverage for liabilities arising out of the ownership, operation and maintenance of motor vehicles.
 - City of Stamford and its employees, agents and officers to be designated as additional insureds;
 - Coverage shall apply to all owned, non-owned and leased (rental) vehicles;
 - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage.
3. ***Workers' compensation*** coverage, which complies with statutes and regulations of the State of Connecticut.
4. ***Employer's liability*** insurance, with minimum limits of liability of \$100,000 each accident, \$100,000 disease, each employee and \$100,000 disease policy limit.
5. ***Professional liability*** insurance, which covers the services of the Consultant as defined in the Contract. Minimum limit of liability is \$1,000,000.

Additional Requirements:

- Any insurance underwritten on a claims made as opposed to an occurrence basis shall contain retro-active date of the date the contract is executed or commencement of services, whichever is earlier and an extended reporting period of not less than three (3) years following termination of the contract or completion of the services provided hereunder, whichever is later.
- All insurance required hereunder shall contain thirty days (30) prior written notice to the Risk Manager of the City of Stamford in the event of cancellation, termination or material change in any terms and conditions of the insurance required hereunder.

- The Consultant agrees to waive any claim, right of claim against the City of Stamford, which is or may insured under any of the insurance policies required hereunder. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers and shall be primary without any right of contribution from any insurance maintained by or on behalf of the City of Stamford.
- The Consultant shall provide certificates of insurance, which evidence the insurance required hereunder.

ADDRESS		CERTIFICATE OF INSURANCE					
PRODUCER Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
				COMPANIES AFFORDING COVERAGE			
INSURED Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number				COMPANY A		Name of Insurance Company	
				COMPANY B		Name of Insurance Company	
				COMPANY C		Name of Insurance Company	
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE \$2,000,000	
	X COMMERCIAL GENERAL LIABILITY					PRODUCTS-COMP/OP AGG \$2,000,000	
						PERSONAL & ADV INJURY \$1,000,000	
						EACH OCCURRENCE \$1,000,000	
						FIRE DAMAGE (Any one fire)	
						Each claim / incident \$1,000,000	
A	AUTOMOBILE LIABILITY		XXXXXXXXXX	XX/XX/XX	XX/XX/XX		
	X ANY AUTO					COMBINED SINGLE LIMIT \$1,000,000	
						BODILY INJURY (Per Person) \$	
						BODILY INJURY (Per Accident) \$	
						PROPERTY DAMAGE \$	
	GARAGE LIABILITY					AUTO ONLY - EACH ACCIDENT \$	
						OTHER THAN AUTO ONLY:	
						EACH ACCIDENT \$	
						AGGREGATE \$	
A	PROFESSIONAL LIABILITY		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE \$1,000,000	
						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		XXXXXXXXXX	XX/XX/XX	XX/XX/XX	X STATUTORY LIMITS \$	
	EMPLOYERS' LIABILITY					EACH ACCIDENT \$100,000	
						DISEASE - POLICY LIMIT \$100,000	
						DISEASE - EACH EMPLOYEE \$100,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: <i>City of Stamford, and its employees, agents and officers designated as additional insureds under commercial general liability and automobile liability policies. All insurance required hereunder shall be primary, not excess or contributory, to any insurance maintained by or on behalf of the City of Stamford. Waivers of subrogation under all insurance required hereunder apply to City of Stamford, and its employees, agents and officers.</i>							
CERTIFICATE HOLDER City of Stamford 888 Washington Boulevard Stamford, CT 06904				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			

CITY OF STAMFORD

**HUMAN RESOURCES DEPARTMENT
REQUEST FOR PROPOSALS**

HEALTH CARE ADVISORY CONSULTANT

Introduction

The City of Stamford, Connecticut Purchasing Department, on behalf of the Human Resources Department, is requesting proposals from qualified firms for the purpose of obtaining the services of a health care advisory consultant.

The purpose of the RFP is to provide prospective firms with essential information to enable them to prepare and submit proposals. It is the intent of the RFP to identify the party most likely to successfully represent the City in its desire to control or reduce the cost of all health care insurance and to minimize rate increases for all insurances.

Issuing Office

This RFP is being issued by the Purchasing Department of the City of Stamford, hereinafter referred to as the "City." The issuing officer is the Purchasing Manager or his designee.

Inquiries

All technical inquiries regarding this RFP must be in writing and must be addressed to:

Clemon Williams
Director of Human Resources
Human Resources Department
City of Stamford
888 Washington Boulevard
Stamford, CT 06901
P: 203-977-4073 F: 203-977-4075

The deadline for submitting questions related to this RFP is Tuesday, August 14, 2018. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

Incurring Cost

The City of Stamford will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

Rejection/Acceptance of Proposals

The City of Stamford reserves the right to refuse for any reason deemed to be in the City's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City of Stamford to award a contract with any firm, even if all requirements in this RFP are met, nor limits its right to negotiate in the best interest of the City of Stamford. The City of Stamford reserves the right to contract with any firm for any reason.

Addenda to RFP

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

Submission of Proposals

Each proposer must submit one original and seven (7) copies, along with two (2) electronic versions (USB Drive), of the proposal in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to:

Erik Larson
Purchasing Manager
City of Stamford
Purchasing Department
888 Washington Boulevard
Stamford, CT 06901
Attn: Health Care Advisory Consultant

These proposals must be received by the City no later than August 30, 2018, at 4:00 p.m. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as qualified RFP submission.

All proposals received by the City in response to this RFP will be retained. Submissions must constitute a complete response to this RFP, using the Proposal Form provided in this document; must be signed by an official authorized to bind the firm to its provisions; and must include a statement that the proposal remains valid for a period of at least one hundred twenty (120) days from the date of its submission.

Proprietary Information

The City of Stamford will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The City of Stamford retains the right to disclose the name of the successful proposer, the financial considerations and any other information in the proposal that is pertinent to the selection of the proposer.

Independent Project Cost Determination and Gratuities

By submission of a proposal, the proposer certifies that in connection with its procurement:

The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.

The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date at the City of Stamford of this offer.

Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.

No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

No elected official or appointed official or employee of the City of Stamford shall benefit financially or materially from this contract.

Prime Contractor Responsibility

Vendors submitting proposals to this RFP may not utilize the service of subcontractors without the prior written approval of the City of Stamford.

Availability of Funds

The contract award under this RFP is contingent upon the availability of funds for this project. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

Termination for Default or for the Convenience of the Contracting Agency

Performance under any contract resulting from this RFP may be terminated by the City of Stamford whenever:

The contractor shall default in the performance of his/her contract and shall default within the period specified by the contracting officer in a notice specifying default; or

The contracting officer shall determine that termination is in the best interest of the City of Stamford.

Termination will be effected by delivery to the contractor of a notice to terminate, stating the date upon which the termination becomes effective.

Ambiguity in the Request for Proposal (RFP)

Prior to submitting the proposal, the contractor is responsible to bring to the City's attention any ambiguity in this RFP. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the City's RFP and the proposer's proposal, then whatever shall be more favorable to the City of Stamford as determined in the sole discretion of the City shall prevail and take precedence.

Ownership Information

The City of Stamford shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by any employee of the proposer without written permission of the City of Stamford.

Negotiated Changes

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect.

Contract Agreement

The selected proposer will be required to agree to and sign a formal written contract agreement between the City of Stamford and the proposer prepared by the Law Department of the City of Stamford. The term of said contract will be for one (1) year, with two (2) one year renewal options, at the sole discretion of the City.

Insurance Requirements

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies and terms acceptable to the Risk Manager of the City of Stamford. See attached insurance requirements.

Experience

Firms with experience in Health Care Consulting Services for public sector organizations are encouraged to apply. Firms must demonstrate their knowledge of City organizations as well as the mandates and laws that affect such organizations in the State of Connecticut.

Competition Intended

It is the City's intent that this RFP permit competition. It shall be the proposer's responsibility to advise the City in writing if any language, requirement, scope, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City not later than seven (7) days prior to the date set for acceptance of proposals.

Tax Exempt

The City of Stamford is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.

Scope of Services:

The City of Stamford has periodically utilized a Health Care Advisory Consultant in its on-going dealings with health insurance companies. Medical insurance for our employees and retirees is currently provided using Cigna HealthCare as its third party administrator for active employees. For retirees the City of Stamford utilizes AETNA, Zenith American Solutions and Cigna HealthCare. The plans consists of a Point of Service program, as well as High Deductible Health Care Plans. The Prescription Drug coverage is provided through Maxor and Cigna Health Care Plans. Vision Care benefits are provided through Davis Vision. Dental Insurance is provided through Delta Dental of New Jersey. All of these programs are self insured. The Life Insurance programs are provided through a fully insured arrangement with The Standard. As of January 2015, the City has eleven (11) bargaining unit contracts, including both active employees and retirees.

Carriers may or may not charge customers a commission fee, whether or not a broker or agent is utilized. Therefore, it is the intent of the Request for Proposals, to identify the party most likely to successfully represent the City in its desire to minimize rate increases for all insurances. The selected Health Care Advisory Consultant shall identify base cost of services as provided under the Scope of Services and identify the cost impacts of the various options/alternatives itemized separately; fees for additional services clearly stated. The contract award will be on a fee basis and no commission may be accepted by the consultant in the performance of their services on behalf of the City of Stamford.

- A. Market all insurances to include, but not be limited to, preparation of bid specifications, evaluation of proposals received, and recommendations on contracts to be signed for with effective date to be determined by the City.
- B. Coordinate and review necessary demographic data for marketing.
- C. Should the City elect to change carriers following the marketing process, manage and review the SPD development ensuring that the selected vendor provides benefits that are equivalent to or better than those currently in effect.
- D. Provide a disruption analysis relative to the provider, pharmacy, hospital and appropriate other vendor networks. Attend various employee, committee and board/commission meetings as necessary.
- E. Review all contracts and booklets.
- F. Review current plans' experiences, claims, and market trends, and negotiate renewal premiums with all insurance providers on an annual basis.
- G. Periodically review the health insurance plans' claims and fees and provide a reasonability analysis in comparison with industry norms.
- H. Ensure accurate follow through on all negotiated contractual arrangements made between the City of Stamford and its health insurance carrier(s).
- I. Ensure that any self-funding arrangements with third party administrators are appropriately managed.

- J. Monitor the third party administrator's actuarial assumptions under self-insured programs, if applicable.**
- K. Intervene and resolve with providers, problems that may arise regarding claims, proper coverage, routine administration and day-to-day account service.**
- L. Cause the City to be provided with accurate management reports/utilization, review and comment on information from all carriers on a continuing basis.**
- M. Provide the City with information on new health insurance programs, more cost-effective products and funding options, and future trends in employee benefits.**
- N. Procure and manage audits of Plans.**
- O. Advise the City of Stamford on updating/improving management systems for the plans.**
- P. Analyze annual renewals for all self-insured and insured plans and periodically solicit coverage proposals from alternative providers.**
- Q. Develop strategies for presentation and implementation of any new benefit program to employee unions and other interested parties.**
- R. Serve in an advisory capacity during negotiations with collective bargaining units. This includes analyzing benefit proposals, providing counsel to negotiators, and testifying at negotiation, mediation, and arbitration sessions as needed.**
- S. Coordinate employee communications and conduct employee informational meetings as new programs are implemented or as regulations require.**
- T. Provide expert advice and/or testimony in disputes that may arise between the City and their labor unions, as they pertain to the health insurance benefit plans.**
- U. Inform the City and Administration of changing legislation and legal decisions affecting employee benefits. Recommend and discuss methods to comply with these changes.**
- V. Work with the City to develop budget rates, COBRA rates and base rates used in the cost share determination.**
- W. Act in an advisory capacity with the City in the development of its short and long term Health Care strategies.**
- X. Provide analysis and guidance with regard to the City's administrative practices.**

Y. Provide an on-site health care professional one (1) day per week.

Other Requirements

Proposals should also include the following:

- A. Brief statement as to the firm's particular abilities and qualifications related to this project.
- B. List of municipalities in Connecticut and other states for which the firm has provided similar services in the last three years. Connecticut public schools or municipal references are preferred. Please also include the name and contact information for these references.
- C. Resumes of key personnel who would be assigned to this project.
- D. Additional information or documentation that may be useful and applicable to this project.
- E. Rates for any additional work that the consultant recommends beyond the original scope of services contained in this RFP should be submitted as a formal proposal. The proposal should detail the requirements and the deliverables as well as a capped cost.
- F. Prior to contract, the winning firm will be required to show evidence of insurance coverage of a kind and in an amount satisfactory to the City. The City's insurance requirements are attached to this RFP in Appendix B.
- G. Information concerning any suits filed, judgments entered or claims made against the firm during the last five years with respect to employee assistance program services provided by the firm or any declaration of default or termination for cause against the firm with respect to such services. In addition, state whether during the past five years the firm has been suspended from bidding or entering into any government contract.
- H. Utilization report format.
- I. Vendor should describe their confidentiality policy.

Proposal Selection Criteria

All proposals will be reviewed by a committee comprised of the Purchasing Manager, Director of Human Resources, Director of Administration and the Director of Legal Affairs.

The City reserves the right to waive non-material deficiencies in any proposal.

Proposals will be evaluated based on what is deemed to be in the best interests of the City, including such factors as:

The proposer's experience and expertise in providing Insurance Advisory and Brokerage services for municipalities.

Clarity and creativity of the proposal.

Recommendations of entities for which the proposer has previously provided services.

Evidence of prior success in evaluating and implementing plan design and financing alternatives for clients in a collective bargaining environment.
The staff and personnel to be assigned to the project by the proposer.

Total cost. Cost will not be the sole factor in evaluating proposals.

Vendors may be asked to present their proposals to the Selection Committee and/or to respond to questions. Based on the information provided in the proposal and any additional information presented, a final selection will be made.

The City of Stamford reserves the right to reject any and/or all proposals submitted, to request information from any vendor and to negotiate with any of the vendors regarding the terms of the engagement. The City of Stamford intends to select the vendor that, in its opinion, best meets the City's needs, not necessarily the vendor that proposes the lowest fees.

CITY OF STAMFORD

PROPOSAL FOR HEALTH CARE ADVISORY CONSULTANT

The undersigned has read, understands, and agrees to comply with the requirements contained in the Request for Proposals for Health Care Advisory Consultant. The undersigned submits this proposal in good faith and without collusion with any other person, individual or firm.

The proposal consists of this cover page and the following attachments:

Name and Address of Firm:

Name, Title and Contact Information (phone, fax, email) of Authorized Representative:

Signature of Authorized Representative:

(Attach additional sheets as necessary)

APPENDIX A
FEE PROPOSAL

My proposal to provide Health Care Advisory Consultant is as follows:

Cost/Year One: _____

Cost/Year Two (Option): _____

Cost/Year Three (Option): _____

Total Cost: _____