

# City of Redmond

## Request for Proposal (RFP)

### ***Broker of Record for Health Insurance Services*** **Medical Insurance, Dental insurance, Life Insurance, Long Term Disability Insurance, Accidental Death and Dismemberment Insurance and Vision Insurance**

Date of issuance:	January 10, 2012
Proposals are due:	February, 17 2012 10:00am
Possible Agent Interviews:	March 6, 2012
Notice of Intent to Award:	March 9, 2012
City Council Approval:	March 20, 2012
Contract Finalized:	March 21, 2012

The City of Redmond does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in, its programs or activities.

City of Redmond, Oregon

716 SW Evergreen Avenue  
Redmond, OR 97756

REQUEST FOR PROPOSAL

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## INTRODUCTION

The City of Redmond, Deschutes County, Oregon, was incorporated in 1910 under the Home Rule Charter. The City operates under a Council – Manager form of government and provides the following programs: (1) Police (2) Water; (3) Wastewater; (4) Airport; (5) Street construction and maintenance; (6) Park construction and maintenance; (7) Cemetery development and maintenance; (8) Urban Development; (9) Community Development; and (10) Administration.

The Redmond City Council and Mayor are elected to serve as the governing body for the City's 26,000 people. The Mayor, who presides at the Council meetings, is elected at-large for a two-year term. Six Council members are elected at-large for four-year staggered terms.

The Mayor, with confirmation of the City Council, appoints the City Manager. The City Manager has responsibility for all City functions. The City currently employs approximately 180 full-time.

REQUEST FOR PROPOSALS FOR BROKER OF RECORD SERVICES FOR  
MEDICAL, VISION, LIFE, LTD, AD&D

The City of Redmond invites you to submit proposal for the Broker of Record for a four year period beginning April 1, 2012 to March 31, 2016. Proposals must address all items in this request for proposal.

**Submission Requirements**

1. Six copies of sealed proposals are required; not to be opened until after the final submission date and hour noted below. Submissions shall become property of the City of Redmond without obligation.

The City will not pay for any costs incurred by proposers in the preparation, submission and presentation of their proposals.

2. Proposals must be received by **February 17, 2012 at 10 AM**. Proposals will be opened at the office of the City Recorder at the scheduled time. Proposers who wish to be present at the time of opening may do so. Once opened, proposals will be filed for public inspection.

3. Submit proposals in an envelope clearly marked "**Broker of Record for Benefit Insurance Services**" to:

Kelly Morse  
City Recorder  
City of Redmond  
716 SW Evergreen Avenue  
Redmond, OR 97756-0100

4. In order to be considered for award, the proposer **must** complete all forms and submit the proposal with the signed Authorization and Attestation sheet from an authorized representative of the company. This signature shall be interpreted to signify the vendor's intent to comply with all the terms, conditions and specifications set forth in this solicitation.
5. Questions regarding specific technical aspects of the services requested by this RFP or seeking clarification concerning this RFP may be directed to Assistant City Manager Sharon Harris by calling 541/923-7738. No oral clarification will be binding on the City. The City will be bound only by this RFP and any written addendum issued hereunder.

## **GENERAL REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS**

### **Format**

Proposals must contain the information specified below. The proposals must be prepared on the proposal form attached hereto as RFP Exhibit "A". A proposal should provide a concise description of the proposer's ability to satisfy the requirement of this RFP and the contract attached hereto as Exhibit "B", along with the City's Standard Personal Services contract attached as an exhibit to such contract.

### **Content of Proposals**

Proposals should demonstrate that the proposer can furnish the services in a manner that will be cost effective for the City. Those proposers which do not contain all information required by this RFP or are otherwise non-responsive may be rejected immediately, however the City has discretion to accept a proposal that does not conform with all RFP requirements if the City determines that the non-conformance is not substantial or material. If a proposal is unclear, or appears inadequate, at the City's discretion, the proposer may be given an opportunity to explain how the proposal complies with the RFP. The City also has discretion to permit a proposer to correct a typographical error or other minor mistake or oversight in its proposal.

Proposals must contain at least the following:

1. Proposal Form: The proposal form, attached hereto as Exhibit "A" must be fully completed, submitted and duly executed by the authorized representative of the proposer.
2. Qualifications: Proposals must contain a detailed description of how proposers will be able to fully meet all minimum qualifications set forth on pages 9 & 10 of this RFP.
3. References: Proposals must contain a list of all public entities for which the proposer has provided similar services within the past three years and the name and phone number of a person within each entity who is knowledgeable of the proposer's performance record.

### **Execution of the Contract**

The proposer selected by the City to provide the requested services will be expected to enter into a written professional/personal services contract in the form attached as RFP Exhibit "B".

### **Withdrawal of Proposals:**

After the scheduled closing time for the receipt of proposals and before acceptance of a proposal, no proposer will be permitted to withdraw the proposal unless said acceptance is delayed for a period of thirty (30) days. Any proposals received after the scheduled closing time shall be returned to the proposers. Withdrawal of a proposal shall not disqualify the proposer from submitting another proposal provided the time for receipt of proposals had not expired. Any request for withdrawal of a proposal shall be executed and signed by an authorized agent of the proposer.

### **Award / Rejection**

Individual award will be made to the proposer whose proposal is, in the opinion of the City, in the best interest of the City, price and other factors considered. The City reserves the right to reject all proposals or to reject any proposal not in accordance with this solicitation.

When an item that is proposed is not the same as the item specified in the RFP documents, the City shall determine whether or not the proposed item shall be considered to be an approved equal. If the item is considered to not be an equal, the proposal shall be rejected. The determination shall be made prior to the award of the proposal.

### **Terms of Agreement**

The contract will be effective April 1, 2012. It is the intent of the City of Redmond to negotiate a four (4) year contract with the second, third and fourth year contingent upon successful completion of the first year of the contract as determined by the City. The agent/consultant may serve more than one appointment period. The agent/consultant must qualify for appointment prior to each period as if each appointment period were the first.

### **Evaluation and Selection Process**

The proposals will be evaluated by the Broker Selection Committee. Members of the committee will include various staff of the Administration department. The committee will use a point formula Exhibit "C" during the review process to score proposals. The committee may select two or more firms for an oral interview. A single firm will be identified and a recommendation will be presented to the City Council for its consideration. After the Council's action, the firm and the City will enter into a Personal Services Contract.

## DESCRIPTION OF SERVICES

The selected agent/consultant will provide support to the City in the areas of Health, Vision, Dental, Life, LTD, & AD&D

The current City programs:

All programs renew August 1, 2012 expires July 31, 2013

PacificSource	Health	Preferred \$3,000+35/70% w\$5l/\$10k OOP
	Dental	Preventative \$50/\$1500
	Prescription	Value \$10/\$50/\$75
	Vision	Plus

Regence Blue Cross	Life Insurance
	Long Term Disability
	Accidental Death & Dismemberment

The Agent shall:

1. Be Available to City's human resources department as specifically requested, for general benefit insurance related issues and assistance. This will be by telephone, e-mail and in person as requested by City. The agent shall meet with the City for an in-person visit a minimum of four times per year.
2. Immediately upon appointment, conduct an initial review of city's benefit program to insure adequacy of coverage. Make recommendations as deemed necessary based upon this review.
3. Market the renewals of City's benefit program in a timely manner to receive the best coverage and prices available in the market.
4. Research and present in-depth information on plans for alternate types of financing and covering of city benefit needs. Agent must have experience in researching and instituting alternative financing plans for benefits for public agencies.
5. Be available for and serve as consultant to City's employee informational and educational forums on benefit issues.
6. In conjunction with human resources department, compile necessary underwriting information for proper marketing of City's program. Complete and submit applications to all potential carriers.

7. Review policy forms, coverage and pricing for all quotations submitted to agent for City consideration. Investigate and determine adequacy of financial strength of the proposed carriers. Make recommendations on City choice of proposals.
8. Keep City informed, in writing, of market changes, legislation or other controlling factors that may affect City program.
9. Present data and/or testimony to official City bodies as requested.
10. Develop an annual schedule of coverage by company, policy number, policy category, premiums, renewal dates and a brief description.
11. Assist City in identifying and evaluating its employees benefit needs. This shall include a review of City operations, number of employees, current benefits provided, insurance contracts, past changes in benefits and reasons for change, union agreements, benefit trends, legal requirements, other governmental programs, cost containment considerations.
12. Assist in designing and distributing benefit brochures and packets as requested.
13. Assist the City in enrollment and new benefit presentations as requested.
14. Provide any additional services broker may have available as part of their proposal or typical in agent of record agreements.
15. Provide budget planning estimates for insurance premiums by February 1 of each year.
16. Provide quarterly experience reports indicating medical and dental premiums versus claims.

## MINIMUM REQUIREMENTS

Proposers must meet the following minimum requirements to be considered as a qualified proposer:

1. Must be licensed by the Insurance Commissioner of the State of Oregon and be in good standing.
2. Shall have at least **ten years** writing insurance for **public agencies**.
3. Shall maintain an office with a trained office staff and shall provide a backup person who is familiar and updated with City program.
4. Provide Certificate of Insurance.
5. Be willing to sign a Personal Services Contract.
6. Your Account Executive, working with the City of Redmond, must be able to negotiate on behalf of your company.

## INFORMATION REQUIRED FOR SUBMISSION

1. Describe your company in general, brief history and structure of your company, and years the company has been in business.  
  
How will benefit brokerage and consulting services be delivered to the City?
2. Provide a brief outline of the experience and qualifications of the person who would be directly responsible on the City's account on a day to day basis. What other accounts does this person handle? Describe the relationship/reputation of this person in the benefits industry.
3. Agent's approximate annual public entity premium volume and number of public entity clients.
4. Number and name of all benefit carriers available for agent to solicit and place public entity benefit business.
5. At least three municipality benefit clients and a contact person and telephone number for references. Reference must be a client for at least 3 years.

6. Describe how the insurance agent maintains to protect themselves and its clients for errors and omissions, general and professional liability, any deductibles and any claims presented against such insurance within the last five years.

**Note: Failure to meet the foregoing minimum qualifications constitutes a substantial non-conformance and will prevent further consideration of the proposal.**

**EXHIBIT "A"**

**PROPOSAL FORM**

**Legal Business Name:** \_\_\_\_\_

**Form and State of Organization:** \_\_\_\_\_

**Registered dba, if any:** \_\_\_\_\_

**Main Office Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **FAX Number:** \_\_\_\_\_

**Tax Identification Number:** \_\_\_\_\_

**Representation, Covenant and Warranty of Undersigned and Proposer**

**By signing this proposal, the undersigned makes the following representations and warranties:**

1. That it is the duly authorized representative of the proposer for all purposes relative to the submission of this proposal.
2. That this proposal constitutes the proposer's offer to enter into a contract with the City and, if accepted by the City, will be binding and enforceable against the proposer.

**By causing the proposal to be executed by the undersigned and delivered to the City, the proposer makes the following representations and warranties:**

1. Proposer has read and understands the terms and conditions contained in the RFP, it has had the opportunity to protest any term or condition that it finds unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFP, but not limited to the contract conditions.
2. Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
3. Proposer has not been listed by the Oregon Department of Administrative Services as a person disqualified or ineligible to bid on or perform work under public contracts.
4. Proposer agrees to meet all requirements contained in the RFP if it is selected to provide the services requested by this RFP.

**Qualifications:**

In addition to the information requested on pages 9&10 of this RFP, the proposer should describe its particular capability to perform the services required under this RFP, and its recent, current and projected workloads.

**Fee Proposal:**

The City prefers to compensate the Broker of Record for Benefit Insurance Services on the following basis:

1. An annual contract with a guaranteed flat fee for a package of baseline services. Any commission received would be declared and offset against the annual flat fee.
2. An hourly fee schedule for specified optional services.
3. A proposal may be submitted on a commission basis, but must state the range in percentage of premium that is anticipated to be received. Agent will specify they will disclose any and all commissions and bonuses to be received and that such payments will be the full and complete compensation received to perform all City services requested.

Proposer hereby offers to perform the services described in the RFP according to the fee structure described below. The fee structure should include all charges that the proposer will require, including the manner in which the proposer will seek payment for all reports, and costs for administration of proposer's subcontractors, if any.

**Authorized Signature:** \_\_\_\_\_

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

**Date of Signature:** \_\_\_\_\_

## EXHIBIT "B"

### PROFESSIONAL / PERSONAL SERVICES CONTRACT

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between the City of Redmond, an Oregon municipal corporation, hereinafter called "CITY" and (Contractor's business name), an independent contractor, hereinafter called "CONTRACTOR"

Section 1. Contractor agrees:

1.1 Term: Beginning April 1, 2012 and continuing thereafter of March 31 2016, CONTRACTOR shall perform the services required by the contract.

1.2 Activities: The Agent shall:

- 1.2.1 Be Available to City's human resources department, as specifically requested, for general benefit insurance related issues and assistance. This will be by telephone, e-mail and in person as requested by City. The agent shall meet with the City for an in-person visit a minimum of four times per year.
- 1.2.2 Immediately upon appointment, conduct an initial review of city's benefit program to insure adequacy of coverage. Make recommendations as deemed necessary based upon this review.
- 1.2.3 Market the renewals of City's benefit program in a timely manner to receive the best coverage and prices available in the market.
- 1.2.4 Research and present in-depth information on and plans for alternate types of financing and covering city benefit needs. Agent must have experience in researching and instituting alternative financing plans for benefits for public agencies.
- 1.2.5 Be available for and serve as consultant to City's employee informational and educational forums on benefit issues.
- 1.2.6 In conjunction with human resources department, compile necessary underwriting information for proper marketing of City's program. Complete and submit applications to all potential carriers.
- 1.2.7 Review policy forms, coverage and pricing for all quotations submitted to agent for City consideration. Investigate and determine adequacy of financial strength of the proposed carriers. Make recommendations on City choice of proposals.

- 1.2.8 Keep City informed, in writing, of market changes, legislation or other controlling factors that may affect City program.
- 1.2.9 Present data and/or testimony to official City bodies as requested.
- 1.2.10 Develop an annual schedule of coverage by company, policy number, policy category, premiums, renewal dates and a brief description.
- 1.2.11 Assist City in identifying and evaluating its employees benefit needs. This shall include a review of City operations, number of employees, current benefits provided, insurance contracts, past changes in benefits and reasons for change, union agreements, benefit trends, legal requirements, other governmental programs, cost containment considerations and City personnel policies.
- 1.2.12 Assist in designing and distributing benefit brochures and packets as requested.
- 1.2.13 Assist the City in enrollment and new benefit presentations as requested.
- 1.2.14 Provide any additional services broker may have available as part of their proposal or typical in agent of record agreements.
- 1.2.15 Provide budget planning estimates for insurance premiums by February 1 of each year.
- 1.2.16 Provide quarterly experience reports indicating medical and dental premiums versus claims.
- 1.3 Insurance Requirements: Detail of insurance types, limits, cancellation provisions, primary, non-contributory requirements and other acceptable provisions are identified under Exhibit E.
- 1.4 Expenditures: Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of work program may be made by Contractor only with prior written approval of City's City Manager. Contractor shall promptly pay all expenses it incurs as a result of this contract and shall comply with all provisions of state law applicable to this contract, including, but not limited to:

**279B.220 Conditions concerning payment, contributions, liens, withholding.** Every public contract shall contain a condition that the Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the

Contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

**279B.230 Condition concerning payment for medical care and providing workers' compensation.**

(1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

**279B.235 Condition concerning hours of labor.**

(1) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(2) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(3) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any

one day or in excess of 40 hours in any one week, whichever is greater.

(4) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

The following referenced Oregon Revised Statutes and Oregon Administrative Rules are requirements of Public Contracts.

- A provision that if the contractor fails to pay for labor and services, the agency can pay for them and withhold these amounts from payments to the contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
- A provision that the contractor must pay daily, weekly, weekend and holiday overtime as required. ORS 279C.540; OAR 839-025-0020(2)(b)
- A provision that the employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. OAR 839-025-0020(2)(c)
- A provision that the contractor must make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)
- If applicable based on the amount of the contract, a provision that workers must be paid not less than the applicable state or federal prevailing wage rate, whichever is higher. ORS 279C.830(1)(c); OAR 839-025-0020(3)
- If applicable, a provision that requires the contractor to have a public works bond filed with the Construction Contractors Board before starting work on the project. ORS 279C.830(2)(a)
- If applicable, a provision that requires the contractor to include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project. ORS 279C.830(2)(a)

1.5 Fee:

In consideration for the above-described services, City agrees to pay Contractor a flat fee in the amount of \$ \_\_\_\_\_.

1.6 Terms of Payment:

On or about \_\_\_\_\_, City shall pay to Contractor the sum of \$ \_\_\_\_\_ and \$ \_\_\_\_\_ monthly thereafter until the flat fee of \$ \_\_\_\_\_ is paid in full. Contractor will tender a bill by the tenth of

each month, and City shall make full payment on such bill within thirty days of its receipt.

1.7 Indemnification/Hold Harmless:

Consultant shall defend, save, hold harmless and indemnify the City and its officers, directors, agents, employees and volunteers from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Consultant or its officers, employees, contractors, or agents under this Contract. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall defend, save, hold harmless and indemnify Consultant and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of City or its officers, directors, agents, employees and volunteers under this Contract. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this contract. Neither party shall be liable for any damages of any sort arising solely from the rightful termination of this contract or any part hereof in accordance with its terms.

1.8 Subrogation Waiver:

Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide commercial general and automotive liability insurance, Consultant shall look solely to its own insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing commercial general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

1.9 Independent Contractor:

Consultant, for the purpose of this Agreement, shall be considered an independent contractor. As an independent contractor, Consultant agrees as follows:

1.9.1 Consultant will be solely responsible for payment of Federal or State taxes required as a result of this Agreement;

1.9.2 Consultant is not entitled to any benefits generally granted to City employees;

1.9.3 Consultant is solely liable for any Workers Compensation coverage under this contract.

1.9.4 If Consultant has the assistance of other persons in the performance of this contract, Consultant shall qualify and remain qualified for the term of this contract as a direct responsibility employer under Oregon Workers' Compensation law.

2.0 Consultant not an Agent of City:

It is agreed by and between the parties that Consultant is not carrying out a function on behalf of City, and City does not have the right of direction or control of the manner in which Consultant delivers services under this Contract or exercise any control over the activities of Consultant. Consultant is not an officer, employee or agent of City as those terms are used in ORS 30.265.

2.0.1 This Agreement is not intended to entitle the Consultant nor any of its Agents to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. Consultant shall be responsible for all federal or state taxes applicable to compensation or payment paid to Consultant under this Agreement.

2.1 Partnership:

City is not, by virtue of this contract, a partner or joint venturer with Consultant in connection with activities carried out under this contract, and shall have no obligation with respect to Consultant's debts or any other liabilities of each and every nature

2.2 Non-Discrimination:

Consultant agrees that it shall not discriminate on the grounds of race, color, creed, national origin, sex, marital status, age, or disability in Consultant's performance of this Agreement. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Consultant agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

2.3 Assignment:

Neither Contractor nor City may assign this Agreement without the prior written consent of the other. Contractor may, however, employ any other party or entity it deems necessary or proper for any part of the Services required to be performed by Contractor under the terms of this Agreement.

2.4 Termination:

2.4.1 Either party may terminate this Agreement immediately in the event of a material breach by the other party to perform in accordance with the terms

hereof. Written notice of the breach shall be provided to the other party, who shall have 10 days from the date notice is received to correct the breach. If the breach is not corrected, the agreement shall terminate at the end of the 10 day notice. If this Agreement terminates for Force Majeure, City shall pay Contractor for all Services previously authorized and performed before the termination date, including, if applicable, a prorated lump sum fee.

2.4.2 This Agreement may be terminated by either party without cause with 90 days written notice to the other party.

2.5 Force Majeure:

Neither party to this Agreement shall be liable to the other party for delays in performing the services or for the direct or indirect cost resulting from such delays that may result from strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

2.6 Notice:

Any notices required under this Agreement shall be effective when received at the following addresses:

Contractor: \_\_\_\_\_  
\_\_\_\_\_

City: 716 SW Evergreen Ave  
Redmond, Oregon 97756

2.7 Waiver:

The failure to enforce any provision of this Agreement shall not constitute a waiver by City of that or any other provision.

2.8 Jurisdiction:

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

2.9 Attorney Fees:

If a suit or action is filed to enforce any term of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, may adjudge reasonable as attorney's fees.

3.0 Severability:

If any term or provision of this Agreement is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

3.1 Integration:

This Agreement constitutes the entire agreement between City and Contractor regarding the services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a document signed by both parties and in writing.

**IN WITNESS WHEREOF** the parties hereto have cause this Agreement to be executed the day and year first above written.

**[insert contractor's company name]**

**CITY OF REDMOND**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Kelly Morse, City Recorder

**EXHIBIT “C”**

**EVALUATION CRITERIA**

Responsive proposals will be evaluated under the criteria set forth below. For each criterion, the proposal will receive a number of points within the available range for that criterion.

- 1. Proposal substantially complies with all RFP requirements.  
Yes \_\_\_ No \_\_\_

If NO, indicate the manner in which the proposal is non-conforming. Non-conforming proposals will not be considered for award:

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- 2. Availability / capability to perform the work **0 – 30 points**  
Interview / understanding of the City’s requirements, as shown by its approach to the project’s staffing and scheduling needs, proposed approach and discussion, and proposed solution of any unusual requirements
- 3. Cost **0 – 20 points**
- 4. Sample work **0 – 10 points**
- 5. Special services **0 – 10 points**
- 6. References / experience of firm (including prior work with City) **0 – 25 points**
- 7. Key personnel and their experience on similar projects **0 – 25 points**
- 8. Availability of insurance markets **0 – 30 points**
- 9. Status and quality of any special education or licenses **0 – 10 points**

**TOTAL POINTS =**

**EXHIBIT "D"**

**AUTHORIZED SIGNATURES AND ATTESTATION**

I, the undersigned, an authorized representative of \_\_\_\_\_,

Whose address is: \_\_\_\_\_,

have read and thoroughly understand the specifications, instructions, and all other conditions of the Request for Proposal issued by the City of Redmond for the Broker of Record Services for April 1, 2012 through March 31, 2016. Acting on my behalf of my company, which is listed above, I do attest that the services offered by us meet the City of Redmond's specifications in every respect, (check one)

\_\_\_\_\_ without exceptions \_\_\_\_\_ with exceptions.

We, therefore, offer and make this bid to furnish the City of Redmond Broker Record of Services for Health, Vision, Dental, Life, LTD & AD&D services detailed in our proposal at the price indicated.

Insurance Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "E"**

**INSURANCE REQUIREMENTS  
CITY OF REDMOND BROKER SERVICES CONTRACT**

The Consultant shall at all times maintain, in force, at Consultant's expense, each type of insurance noted below. **Insurance coverage must apply on a primary and non-contributory basis.** All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by the City of Redmond.

Consultant Name \_\_\_\_\_

Contract Number \_\_\_\_\_

**Workers Compensation** insurance in compliance with ORS 656.017, requiring Consultant and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Employers' Liability Insurance with coverage limits of not less than \$500,000 must be included.

**Professional Liability** insurance with an occurrence combined single limit of not less than:

Per Occurrence limit

\$1,000,000

Annual Aggregate limit

\$2,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after this contract is completed.

Required by City

**Commercial General Liability** insurance with a combined single limit of not less than:

Per Occurrence limit

\$1,000,000

Annual Aggregate limit

\$2,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual damages. **By separate endorsement**, the policy shall name **The City of Redmond, its agents, directors, officers, employees and volunteers as an additional insured.** The additional insured endorsement must apply on a primary, non-contributory basis and shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Consultant shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the City are maintained.

Required by City

**Additional Requirements:** Consultant shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Consultant's insurance coverage will be primary in the event of loss. Insurance shall provide a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

**Certificate of Insurance Required:** Consultant shall furnish a current Certificate of Insurance to the City with the signed Contract. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without at least 30 days written notice from

**EXHIBIT “E”, page 2**

the Consultant’s insurer to the City. The Certificate shall also state the deductible or, if applicable, the self-insured retention level.

No contract shall be effective until the required certificates have been received and approved by the City of Redmond. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the City of Redmond 10 days prior to coverage expiration.

For commercial general liability coverage, the Certificate shall also provide, **by policy endorsement**, that **The City of Redmond, its agents, directors, officers, employees and volunteers are additional insureds** with respect to Consultant’s services provided under this Contract. The endorsement must provide primary and non-contributory coverage. All endorsements must be in a format acceptable to The City of Redmond.

**Insurance Carrier Acceptability:** Insurance coverage provided to the City of Redmond by the Consultant will be in an acceptable form and underwritten by an insurance company deemed acceptable by the City of Redmond. The City of Redmond reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. The City of Redmond has the sole authority and discretion to determine the acceptability of an insurance carrier’s financial rating and the form of policies and endorsements.

If requested, complete copies of the Consultant’s insurance policies shall be provided to the City.

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Date