



CITY OF HAVERHILL, MASSACHUSETTS

Request for Proposal

Healthcare & Life Insurance Consultant

RFP027.09

RFP Due Date: Thursday, May 7, 2009, 2:00 P.M.

City of Haverhill Purchasing Department
City Hall, Room 105
Four Summer Street
Haverhill, MA 01830-5875

Telephone: (978) 374-2309
Facsimile: (978) 521-4348
Purchasing@cityofhaverhill.com

City of Haverhill
City Hall
Four Summer Street
Haverhill, Massachusetts 01830-5876

April 6, 2009

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- A. Pursuant to MGL Chapter 30B, the City of Haverhill seeks proposals for RFP027.09, a Healthcare & Life Insurance Consultant, from qualified and experienced firms to assist the City.
- B. Proposals are to be submitted by 2:00 p.m., Thursday, May 7, 2009, at which time they will be publicly opened. Postmarks will not be considered. Proposals submitted on any other form will not be accepted as valid proposals.
- C. Envelopes containing sealed proposals will be accepted at the City of Haverhill, City Hall, Robert J. DeFusco C.P.M., Purchasing Department, Room #105, Four Summer Street, Haverhill, Massachusetts 01830 until the time indicated on the advertisement. Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Bidder to insure that the proposal arrives on time at the designated place. Four separate sealed envelopes, three containing the non-price technical proposal marked "Non Price Proposal - Healthcare & Life Insurance Consultant" and one containing the price proposal marked "Price Proposal - Healthcare & Life Insurance Consultant".
- D. The contract will be awarded by the City within ninety (90) days after the proposal opening. The time for award may be extended up to 45 additional days by mutual agreement between the City and the responsible and responsive Bidder.
- E. If any changes are made to the Request for Proposal (RFP), an addendum will be issued. Addenda will be mailed, faxed, or emailed to all Contractors on record as having picked up / downloaded the RFP. Bidders shall be responsible for ensuring that all addenda are in receipt prior to proposal deadline. The City will require acknowledgement of any addenda issued to be included on the proposal form.
- F. Questions concerning this proposal must be submitted in writing to: Robert J. DeFusco, email rdefusco@cityofhaverhill.com, before 2:00 PM, Thursday, April 30, 2008. Question may be delivered, mailed, emailed or faxed. Written responses will be mailed, emailed or faxed to all Bidders on record as having picked up / downloaded the RFP.
- G. After the proposal opening, a Bidder may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the Bidder will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the Bidder will be notified in writing.
- H. The City may cancel this RFP, or reject in whole or in part any and all proposals, if the City determines that the cancellation or rejection serves the best interests of the City of Haverhill.
- I. All proposals submitted in response to this RFP must remain firm for ninety (90) days following the proposal opening.
- J. A proposal must be signed as follow: 1) if the Bidder is an individual, by her/him personally; 2) if the Bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

II. Bid Submission Requirements

- A. The bid submission must be completed.
- B. A list of references is enclosed as requested.
- C. The Price Summary Form must be completed.

III. Rule for Award:

The City of Haverhill shall award a contract to the responsible and responsive Bidder whose proposal conforms to the RFP, is the most advantageous to the City of Haverhill, and meets the requirements as described in the proposal submission requirements.

IV. Additional Contract Terms & Conditions:

- A. The consultant(s) must not sell or represent any specific insurance company.
- B. The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.
- C. The term of the contract will be for three (3) years.
- D. Purchases of goods and services by the City of Haverhill are exempt from the payment of Federal excise taxes and the Massachusetts sales tax, and any such taxes must not be included in the price computations.
- E. The successful Bidder will not be permitted to assign or underlet the contract, nor assign either legal or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the City.
- F. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
- G. All words, signatures and figures submitted on the proposal shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low amounts for any item, may be rejected as informal. More than one proposal from the same Bidder will not be considered.
- H. The selected Bidder will be required to sign a contract with the City of Haverhill in which he/she accepts responsibility for the performance of services as stated in the submitted proposal and be prepared to commence work immediately upon execution of the signed contract
- I. A Notice of Acceptance of the Proposal will be mailed or furnished to the successful Bidder within sixty (60) days of the proposal opening. A City Contract and Purchase Order will follow the written Notice of Award.
- J. Ownership of Information: All information acquired by the Bidder from the City or from others at the expense of the City in the performance of the agreement shall be and remain the property of the City. All records, data files, computer records, work sheets, and all other types of information prepared or acquired by the Bidder for delivery to the City shall be and remain the property of the City. The Bidder agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, or copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the City. The Bidder further agrees to return said information in whatever form it is maintained by the Bidder.
- K. Insurance Coverage:
 - a. A comprehensive general liability insurance policy with the following limits of coverage: Bodily Injury, One Million Dollars (\$1,000,000) each occurrence; Property Damage, Five Hundred Thousand Dollars (\$500,000) each occurrence, One Million Dollars (\$1,000,000) aggregate of all claims per occurrence.
 - b. All of the insurance must be issued by an insurer licensed, authorized and maintains an office to do business in Massachusetts.
- L. The performance and payment obligations of the City for years 2 and 3 of the contract will be subject to appropriation or availability of funds. If the City should not, for any reason at any time appropriate or otherwise make available funds to support continuation of performance in any fiscal year succeeding the first year, the City will cancel any contract pursuant to this RFP without penalty to the City upon thirty (30) days written notice to the successful Bidder.

- M. If at any time the successful Bidder fails to fulfill or comply with any of the requirements of this proposal/contract, the City, at its option, can terminate this contract upon thirty (30) days written notice to the firm.
- N. The selected Bidder must indemnify the City for any damages that are the result of its negligence or that of its employees.
- O. All information presented in this RFP, including information disclosed by the City during the proposal process, is considered confidential. Information shall not be released to outside parties and the RFP shall not be discussed with anyone at the City, other than the known participants without written consent of the City of Haverhill. A cannot discuss the bid with another. Violation of these conditions will be considered sufficient cause by the City to reject a proposal.

V. Scope of Work

1. The consultant(s) must not sell or represent any specific insurance company.
2. Provide Healthcare and Life Insurance consulting services to the City of Haverhill and the Insurance Advisory Committee.
3. Provide an annual review of health and life insurance policies analyzing for appropriateness of coverage, price, and services rendered to the City. Provide written documentation of each policy detailing the basic description of the coverage afforded with any new coverage changes along with the appropriate cost/savings analyses.
4. In connection with the Medicare Part D Subsidy Reapplication Process and being named as an official designee of the City's Retiree Drug Subsidy Program:
 - a. Gather all pertinent data from account and prepare the annual application to Centers for Medicare and Medicaid Services (CMS) on behalf of the City.
 - b. Update and submit monthly eligibility file to CMS.
 - c. Download and review monthly response files from CMS.
 - d. Prepare monthly report to submit to the account identifying any members who are not qualifying for the subsidy and follow up with the account to determine if these members should actually be eligible.
 - e. Coordinate with the City's carriers to submit the quarterly pharmacy claims data to CMS and follow through on the financial transfer to the City's trust account.
 - f. Contact the helpline and CMS directly on the City's behalf.
 - g. Perform other duties related to assisting the City with the City's ongoing Medicare Part D Subsidy Reapplication Process.
5. Based on industry knowledge, advise the City on any possible changes to our current insurance programs that will enhance coverage along with the appropriate cost/savings analyses.
6. Provide an annual estimate of insurance expenses based on City and School Department performance and insurance market conditions utilizing knowledge of the insurance industry, and provide information broken down by department and/or division.
7. Provide advice on normal questions that may arise during course of the fiscal year as well as support services on an as needed basis, including but not limited to periodic appearances at the Insurance Advisory Committee.
8. Prepare and review insurance proposal specifications as needed. Review submissions and make recommendations as to selection of vendor(s).
9. Review the activity and advise on the status of the City's self-insurance trust fund.

10. Prepare, solicit bids and advise on matters relating to the City's reinsurance requirements.

Proposal Evaluation Information

Rating Comparative Criteria

All proposals will be reviewed in accordance with MGL Chapter 30B by the City of Haverhill and final selection will be based upon an evaluation and analysis of the information and materials required under the RFP. Proposals that meet the minimum criteria will be reviewed for responses to the comparative evaluation criteria. Each Criterion will be assigned a rating of Highly Advantageous, Advantageous or Non Advantageous to each comparative evaluation criteria.

Interviews

Interviews may be required at the City's discretion after review of the technical proposals. Bidders will be provided with advance notice of at least five (5) working days. Presentations should not exceed forty five minutes in length, with a question and answer period.

COMPARATIVE SELECTION CRITERIA

Each of the following criteria pertains to requirements listed in this RFP. These criteria will be applied to all Technical Proposals submitted. Each criterion will receive one rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable. The rating each question receives will be used to compile a composite rating for each Bidder, to be used in the Selection Process segment of this RFP. **If any criterion receives a rating of "Unacceptable" that proposal will be REJECTED.**

Comparative Criteria

Each proposal that has met the minimum requirements will be further reviewed with regards to the below-listed comparative criteria. Ratings for each of the criteria will be assigned as follows: **Highly Advantageous, Advantageous or Unacceptable.**

- Extent of and quality of experience and past performance of the Bidder in acting as a Healthcare & Life Insurance Consultant to a City or corporate entity.
 - **Highly Advantageous:** There is evidence in the proposal that the Bidder has demonstrated an excellent level of past performance in providing services, similar to those being sought in this RFP, to at least five (5) municipalities or corporate clients with characteristics and requirements similar to or more extensive than those of City within the last five (5) years.
 - **Advantageous:** There is evidence in the proposal that the Bidder has demonstrated an satisfactory level of past performance in providing services, similar to those being sought in this RFP, to at least three (3) municipalities or corporate clients with characteristics and requirements similar to or more extensive than those of City within the last five (5) years.
 - **Unacceptable:** There is evidence in the proposal that the Bidder has demonstrated an unsatisfactory level of past performance in providing services, similar to those being sought in this RFP, to at least two (2) municipalities or corporate clients with characteristics and requirements similar to or more extensive than those of City within the last five (5) years.
- Qualifications and experience of the key personnel on the Bidder's project team.
 - **Highly Advantageous:** There is evidence in the proposal that key personnel have a designation of Certified Insurance Councilor (CIC) and are highly qualified and have successfully provided services, similar to those being sought in this RFP.
 - **Advantageous:** There is evidence in the proposal that key are highly qualified and have successfully provided services, similar to those being sought in this RFP.

- **Unacceptable:** There is no evidence in the proposal that key personnel have a designation of Certified Insurance Councilor (CIC) or have successfully provided services, similar to those being sought in this RFP.
- Evaluation of References from municipalities and corporate entities.
 - **Highly Advantageous:** References from five (5) or more municipalities or corporate clients with characteristics and requirements similar to or more extensive than those of City state that the Bidder demonstrated an **excellent level** of past performance in providing Healthcare & Life Insurance consultant services similar to those being sought in this RFP and there are no references, which are deemed unsatisfactory.
 - **Advantageous:** References from three (3) or more municipalities or corporate clients with characteristics and requirements similar to or more extensive than those of City state that the Bidder demonstrated an **satisfactory level** of past performance in providing Healthcare & Life Insurance consultant services similar to those being sought in this RFP and any unsatisfactory references are not deemed indicative of the Bidder's overall performance history.
 - **Unacceptable:** References from municipalities or corporate clients indicate that the Bidder demonstrated an **unsatisfactory level** of past performance in providing Healthcare & Life Insurance consultant services or references were not adequate.

Forms to be Included in the Technical Proposal Package

All Bidders shall submit proposals in strict accordance with the submission requirements listed below. Any contractor failing to provide all of the following submission requirements will be considered "not responsive" and their proposal may be rejected without further consideration.

The information submitted must include the following items:

1. Cover Letter: A letter signed by an officer of the firm, binding the firm to all comments made in the proposal is required. Include a primary contact person for the proposal.
2. Qualifications and Experience: Please provide:
 - a. Firm/Individual Name, Contact Name, Address, Telephone and Fax Numbers
 - b. Firm/Individual History including length of time the firm/individual has been in business, legal form (sole proprietorship, partnership, corporation and State of incorporation), number and location of offices, number of employees, and other pertinent data.
 - c. Names and Titles of firm partners and/or officers that will be servicing City of Haverhill.
 - d. Describe how your organization is properly licensed, bonded and/or insured (both fidelity insurance and errors and omissions insurance).
 - e. Copy of Errors and Omission Insurance which will cover the City of Haverhill.
 - f. Disclose any conditions (e.g. bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your organizations' ability to perform contractually.
 - g. Indicate whether or not your firm has been dismissed or disqualified from a bid/contract within the past five years, and if yes, the reason(s) why.
 - h. Resumes of all personnel who will be assigned to this account. Describe what each individual's role will be and what services they will perform.
 1. pertinent graduate and undergraduate degrees;

2. pertinent professional designations and licenses;
 3. the number of years spent performing this type work with emphasis on those years worked in the municipal sector; and,
 4. listing of specific areas of expertise.
- j. A list of references related to similar services. This will include the City, duration, services performed and contact name(s) and telephone numbers. This information will be included on Appendix D, References. Minimum Qualification Criteria: Appendix B.
3. Acknowledgment of Addenda: Each Bidder shall acknowledge the receipt of any addenda by signing and including it with their proposal.
 4. Non Collusion Statement: All Bidders are responsible and required by Massachusetts General Law to submit a statement of Non Collusion with their proposal. The city is required to reject any proposal that does not include a completed statement of non collusion (Appendix C).

Forms to be Included in the Price Proposal Package

All Bidders shall submit proposals in strict accordance with the submission requirements listed below. Any contractor failing to provide all of the following submission requirements will be considered “not responsive” and their proposal may be rejected without further consideration.

The information submitted must include the Fee Proposal Form, Appendix A and Financial References.

Appendix A
RFP027.09
Healthcare & Life Insurance Consultant
Price Proposal Form

Period	Cost	Estimated Hours
Year 1	\$	
Year 2	\$	
Year 3	\$	
Totals	\$	

Name of bidding company _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Phone number _____

Fax number _____

E-Mail _____

Appendix B
RFP027.09
Minimum Evaluation Criteria

Specify under the columns marked "yes" or "no" your response to each of the following minimum qualifying criteria.

Criteria	Yes	No
The Bidder and each of the Bidder's key personnel shall have a minimum of three (3) years of experience as a Healthcare & Life Insurance Consultant to government or corporate entities. The firm shall be a recognized firm that regularly provides Healthcare & Life Insurance Consultant services to government or corporate entities.	☐	☐
The Bidder and each of its employees shall be duly licensed, registered or otherwise qualified. If so required by law or regulation to perform the services described in this RFP, the Bidder and each of its employees must be licensed by the Commonwealth of Massachusetts.	☐	☐
Furnish names of appropriate contact persons, addresses and phone numbers of all current Massachusetts municipalities where Healthcare & life Insurance Consultant services have been provided.	☐	☐
	☐	☐

**Appendix C
RFP027.09
Certifications**

NON-COLLUSION

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

TAX COMPLIANCE

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

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of: _____

(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, & 39L, and with the requirements of M. G. L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Signature of individual submitting proposal

Print Name

Name of Business

Appendix D
RFP027.09
References

Provide a list of five (5) Municipalities, school districts or corporate client references to which your firm currently provides similar services with in the last five (5) years.

City	Contact Person	Address	Phone

City Of Haverhill
Articles of Agreement



Healthcare/Life Insurance Consultant
RFP027.09

(This contract will be completed by the City at time of award.)

This agreement is made and entered into this _____ day of _____, 2009 by and between the CITY OF HAVERHILL ("the CITY"), a municipal corporation and existing under the laws of the Commonwealth of Massachusetts, and a ☐ corporation duly organized and existing under the laws of the Commonwealth/or ☐ as a D/B/A duly registered at: _____ ("The CONTRACTOR").

ADDRESS:

TELEPHONE AND FACSIMILE NUMBER:

ARTICLE I. DEFINITION. "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the proposal documents," which include without limitation, the instructions to Bidder, the Contractor's proposal or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the Contractor's proposal or proposal.

ARTICLE II. DURATION. The Contractor shall commence the performance of THIS CONTRACT on or as soon thereafter as this agreement is fully executed and end on _____.

ARTICLE III. TERMS. The CONTRACTOR agrees to furnish and deliver services, materials, supplies or equipment to Haverhill, MA (delivery point) all in accordance with the proposal documents of _____, 2009 (proposal opening date).

CONTRACT VALUE: U.S. Dollars.

ARTICLE IV. PAYMENT. The CITY agrees to pay to the CONTRACTOR the sum set forth in the Contractor's proposal or proposal.

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the CITY may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the CITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE VII. CONFLICT. In the event there is a conflict between these Articles and the proposal documents, the proposal documents, RFP027.09, Healthcare & Life Insurance Consultant, shall supercede these Articles.

ARTICLE VIII. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the CITY, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE IX. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The CITY may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE X. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the CITY. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

Approved as to Form:

City of Haverhill:

William D. Cox, Jr.
City Solicitor

By: _____
James J. Fiorentini
Mayor

Witness

Robert J. DeFusco C.P.M.
Purchasing Director

FOR THE CONTRACTOR:

By: _____
Title: _____

Mary Carrington
Human Resources Director

Corporate Secretary:

Certified as to Availability of Funding

Charles Benevento
Director of Finance/Auditor