

GENERAL PROVISIONS FOR REQUEST FOR QUALIFICATIONS

COMPREHENSIVE REVIEW AND EVALUATION OF INSURANCE PROGRAMS & WORKER'S COMPENSATION TOWN OF SOMERS

The Town of Somers, hereinafter known as the Town, invites submissions for a comprehensive review and evaluation of the Town's insurance programs.

GENERAL SCOPE	Provide the Town of Somers with a review and analysis of all insurance programs including worker's compensation (excluding health), a comprehensive review of all risk management functions of the Town, including the Board of Education, the development of bid specifications for all insurances and the management and evaluation of the bidding process in accordance with the laws and requirements of the Town.
SUBMITTAL DATE:	The Town's Finance Department must receive all the Requests for Qualifications by 4:00 P.M. on Tuesday, February 1, 2011. The Finance Department is located at Somers Town Hall, 600 Main Street, PO Box 308, Somers, CT. 06071. Proposals submitted after this time and date will not be accepted.
INTEREST:	Please complete the form attached to indicate your interest in the submission.

A. SUBMITAL OF QUALIFICATIONS: Submit five original copies of the submission. For proper identification, the proposer's complete name and address should appear on the exterior of the package.

If the submission does not reach the Finance Department on or before the due date, the submission will be returned to the company unopened. It is the proposer's responsibility to insure the submittal is mailed or delivered by the due date. The Town will not be held responsible for proposals delayed by the U.S. Mail or any other courier.

The Town shall not be held liable for any expenses incurred by the respondent in preparing and submitting the submission and/or attendance at any interviews, final contract negotiations or applicable site visits.

The Town reserves the right to award or to reject any and all submissions; whichever is in the best interest of the Town.

B. RECEIPT OF QUALIFICATIONS: In the event a team of firms is entering into a joint venture to respond to the RFQ, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFQ will be between the Town and prime contractor.

C. SUBCONTRACTING: Should the proposer intend to subcontract all or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in proposal response. The proposer shall be responsible for subcontractor(s) full compliance with the requirements of the RFQ specifications. If awarded the contract, payments will only be made to prime proposer's submitting the proposal. The Town will not be responsible for payments to subcontractors.

D. QUESTIONS ABOUT THE RFQ: Communication concerning the RFQ is to take place in writing and addressed to Kimberly Marcotte, Chief Financial Officer. E-mail: kmarcotte@somersct.gov

E. PUBLIC INFORMATION: All information and materials submitted will become the property of the Town and shall be subject to the provisions of the public records laws in effect at this time. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Finance Department.

F. ADDENDA: The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the RFQ package.

G. CONTRACT: Each submission is received with the understanding that an acceptance in writing by the Town of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the Town. This contract shall bind the proposer's to furnish and deliver the services quoted, at the prices stated and in accordance with the condition of said accepted proposal. It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the Town and any sureties.

H. NON-COLLUSION: Proposer declares that the RFQ is not made in connection with any other proposer submitting a RFQ for the same service, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

I. INDEMNITY: The successful respondent agrees, by entering into this contract, to defend, indemnify and hold the Town harmless from any and all causes of action or claims of damages from bodily injury or property damage arising out or under this contract.

L. FEDERAL, STATE, LOCAL LAWS: All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in The Town and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

M. TERMINATION OF CONTRACT

1. **Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Finance Director may notify the contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Finance Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Finance Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Finance Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

2. **Compensation:** Payment for completed services delivered and accepted by the Town will be at the contract price.
3. **Excuses for Nonperformance or Delayed Performance:** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Finance Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the Town and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Finance Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

N. TIME FOR CONSIDERATION: Due to the evaluation process, proposals must remain in effect for at least 120 days after date of receipt.

O. CONTRACT AWARD: Award of this contract will be made in the best interest of the Town.

P. REQUEST FOR EVALUATION RESULTS: Evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFQ evaluation results will be afforded an opportunity by appointment only.

Q. PROPOSAL SPECIFICATIONS

1.0. INTRODUCTION

The Town is seeking a comprehensive review, evaluation and recommendations of the Town's current insurance plans. The review should encompass the following;

1. A complete review of programs and policies,
2. A comparison with municipalities of comparable size and budget, and
3. Recommendations on all facets of the programs and policies to reduce and stabilize the associated costs.

2.0 SCOPE OF SERVICE

2.1 Goals:

The goals of the comprehensive review and evaluation are as follows:

1. To curtail the rising insurances costs to the Town of Somers, and
2. To ensure/expand Safety Programs within the Town of Somers

2.2 Qualifications:

1. 5 years of firm experience managing and/or evaluating insurance programs for businesses and/or governmental agencies with over 1,000 lives.
2. Provide results that your company has had with similar projects. Outline how your firm has been successful in proving cost reduction and containment measures for business and/or governmental agencies.
3. Provide qualifications of the key staff that will be working with the Town of Somers. Include the number of years the individuals have been employed with the Company and similar projects they have worked on.
4. Provide a list of 5 references, at least three governmental agencies, for which your company has performed similar services.

2.3 Additional Information:

Provide background information about the organization, e.g., philosophy, ownership, size, facilities, location(s), etc.

2.4 Services Required:

The successful proposer shall be responsible for providing, at a minimum, the following services:

1. Compete a comprehensive review and evaluation of the Town of Somers insurance programs as outlined in Section 1.0;
2. Conduct Loss Control Reviews with Insurance Companies,
3. Provide Claims Assistance,
4. Participate in the Town's Safety Committee,
5. Monitor certificates of insurance and automobile identification requirements,
6. Provide recommendations on cost containment and curtailment;
7. Prepare Requests for Proposals for the insurance coverage, establishing bid specifications for insurance replacement;
8. Review and evaluate the proposal received; and
9. Assist in the implementation of the recommendations of your firm that are approved by the Town of Somers.

2.5 Services to be Provided:

Detail in your proposal the services to be provided under this contract. The services that the Town expects to receive as a result of this contract has been outlined above.

3.0 ADDITIONAL CONTRACTUAL REQUIREMENTS:

3.1 Instructions To Proposer:

- 3.1 (a)** Proposals are to be submitted to:

Town of Somers
Department of Finance
Kimberly Marcotte, Chief Financial Officer
600 Main Street
PO Box 308
Somers, CT 06071

3.1 (b) Request for Qualifications shall be placed in a separate envelope or package and identified with the item number and the name and address of proposer.

3.1 (c) Five (5) original RFQ's shall be submitted.

3.1 (d) All Requests for Qualifications shall be received and time stamped in the office location described below no later than 11am, Tuesday, February 1, 2011. Proposals received after the specified date and time (time stamped 11:01am or later) shall not be considered and shall be returned unopened to proposer.

3.1 (e) Requests for Qualification received by telephone, telegraph, or facsimile shall not be accepted.

3.2 Questions:

3.2 (a) Submit questions in writing or by telephone to the issuing office not less than ten (10) working days prior to the closing date of the Request for Qualifications.

3.2 (b) Necessary replies will be issued to all proposers of record as addenda that will become part of the contract documents.

3.3 Proposal Binding For One Hundred Twenty (120) Days

Proposer agrees this proposal shall be good and may not be withdrawn for a period of one hundred and twenty (120) calendar days after the scheduled closing time for the Request For Proposal.

3.4 Proprietary Information:

Proposers are advised that all information submitted in the proposal shall be considered public information, upon award of a contract under this RFQ.