

# **City of Norwich**

Department of Finance – Purchasing Agent 100 Broadway, Room No. 105 Norwich, CT 06360 Phone: (860)823-3706 Fax: (860)823-3812

Phone: (860)823-3706

E-mail: whathaway@cityofnorwich.org

Fax: (860)823-3812

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### **REQUEST FOR PROPOSALS**

RFP No.: 20-12

**Opening Date and Time:** January 22, 2020 at 2:00 pm EST

**Title: Employee Benefits Broker Services** 

**Special Instructions:** None.

The following information must appear in the lower left hand corner of the envelope:

Sealed Proposal No.: 20-12

Not to be opened until January 22, 2020 at 2:00 pm EST

### **Return Proposals to:**

William R. Hathaway, Purchasing Agent City of Norwich 100 Broadway, Room 105 Norwich, CT 06360-4431



### **PLEASE RETURN THIS FORM IMMEDIATELY!**

**Acknowledgement: Receipt of RFP Documents** 

RFP No.: 20-12

**Title: Employee Benefits Broker Services** 

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued:		December	13, 2019		
Date Documents Received:		/_	/		
Do you plan to submit a response?		Y	es	No	
Print or type the followi	ng information:				
Company Name:					
Address:					
Telephone:				Fax:	
E-mail Address:					
Received by:					

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)823-3812

**E-mail:** whathaway@cityofnorwich.org

Fax or e-mail this sheet only. A cover sheet is not required.

DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS RFP

# **Purpose**

The City of Norwich ("City") is soliciting proposals from qualified independent insurance brokers to select a Firm to act as the City's representative for employee health and welfare benefits management. The Firm shall effect the most advantageous placement of insurance coverage including but not limited to the terms and conditions of coverage, continuity and cost. In addition, the Firm must be capable of providing a full range of value-added services, including but not limited to, those outlined in the Scope of Services.

# **Background**

### **Service Providers**

The City's current employee benefits broker, MDG Benefits, was selected through an RFP process in 2017. Their contract ends June 30, 2020.

The City, including general government operations, education, and public utilities, employs approximately 1,200 individuals and has 630 retirees in the City's Employee Retirement Plan and 200 in the State of Connecticut Teachers Retirement System.

The City is currently self-insured for medical, prescription, and dental benefits using Anthem as its third party administrator (TPA), pharmacy benefit manager (IngenioRx), and stop-loss provider. Anthem was selected to continue providing these services through an RFP process in 2018. The City purchases stop loss insurance to limit its losses to \$175,000 per individual (including medical and pharmacy claims) and \$24.9 million in aggregate. Most employees and their spouses and dependents are covered by HDHP/HSA's through the City's self-insured plan. Most retirees under Medicare age are covered by PPO, HMO, or HRA's through the City's self-insured plan. As of October 2019, there were 1,070 Contracts for the Medical and Prescription plans and 1,267 Contracts for Dental plans. These plans renew on July 1st.

The City does not currently have a wellness plan.

Some Medicare-eligible retirees also have fully-insured Medicare supplement plans through the City. These policies renew on January 1<sup>st</sup>.

Life, supplemental life, short-term disability, long-term disability, and accidental death & dismemberment insurances are offered to certain employees through The Hartford. Many retirees have life insurance through The Hartford.

The City sought proposals for voluntary benefits in 2019 and selected the following:

- Anthem Blue Vision benefits for City, NPS, and NPU
- The Hartford for Short Term Disability, Long Term Disability, and Supplementary Life Insurance only NPU is using this
- Aflac for the new Group Benefits ( Dental, Accident, Critical Illness, and Hospital)
- Hyatt Law for legal services
- InfoArmor for PrivacyArmor identity theft protection

The City selected MetLife as the provider for its 457 deferred compensation plan through an RFP process in 2015.

The City is also self-insured for workers' compensation and uses FutureComp as the third party administrator of workers compensation claims. Optum is the PBM for workers' compensation.

#### **Administrative Process**

The General City and Norwich Public Schools (NPS) use TylerTech's MUNIS software at their ERP. Benefit administration is currently being managed by collecting paper forms from employees and entering the changes into the carriers' web portals. The City may implement MUNIS's Employee Self Service module within the next year which could potentially handle benefits enrollment.

Norwich Public Utilities (NPU) uses Microsoft's Great Plains software as its ERP. Benefit administration is currently being managed by collecting paper forms from employees and entering the changes into the carriers' web portals.

# **Bargaining Unit Contracts**

United Public Service Employees Union (UPSEU)	City 911 Dispatchers	9.00	7/1/2017	6/30/2022
International Association of Fire Fighters, Local 892	City Firefighters	56.00	7/1/2016	6/30/2019
Council 4 AFSCME, Local 2422	City Non-supervisory administrative employees	49.80	7/1/2018	6/30/2022
United Public Service Employees Union, Connecticut Organization for Public Safety Division	City Police Officers	89.45	7/1/2016	6/30/2023
United Public Service Employees Union, Connecticut Organization for Public Safety Division	City Public Works Employees	45.00	7/1/2017	6/30/2022
Public Works Supervisors, American Federation of State, County & Municipal Employees (AFSCME), Local 818, Council 4	City Public Works Supervisors	4.00	7/1/2016	6/30/2019
Municipal Employees Union "Independent" (MEUI)- Supervisors	City Supervisory administrative employees	10.00	7/1/2016	6/30/2019
Norwich School Administrators Association	NPS Administrators	20.00	7/1/2018	6/30/2021
MEUI Local 506, SEIU, AFL-CIO	NPS Custodians	29.00	7/1/2017	6/30/2020
MEUI Local 506, SEIU, AFL-CIO	NPS Paraeducators	159.00	7/1/2017	6/30/2020
New England Health Care Employees Union District 1199, SEIU, AFL-CIO	NPS School Nurses	14.50	7/1/2017	6/30/2020
Norwich Educational Administrative Assistants, AFSCME	NPS Administrative	26.50	7/1/2010	C /20 /2022
Local 1303-190, Council 4	Assistants	26.50	7/1/2018	6/30/2022
Norwich Teachers League	NPS Teachers	308.80	7/1/2018	6/30/2021
UPSEU, BOE	NPS Food Service Workers	20.70	7/1/2017	6/30/2021
Supervisory Employees Association , Inc. AFSCME Local 818, Council 4	NPU Supervisory and Professional Employees	46.00	7/1/2018	6/30/2021
International Brotherhood of Electrical Workers Local 457, Norwich Unit	NPU Technical and clerical workers	94.00	7/1/2018	6/30/2021
United Steelworkers of America AFL-CIO-CLC Local No. 9411- 02	NPU Water distribution employees	5.00	7/1/2018	6/30/2021
	1 - 7			
Non-Bargaining Employees		45.60		
General Government		15.60		
Department of Public Utilities		1.00		
Board of Education		184.56		
		201.16		

With our bargaining unit contracts, any changes in carriers would need to provide substantially similar coverage to our existing carriers.

# **Scope of Services**

The services detailed below are those services expected to be provided by the Firm pertaining to health and welfare benefits. Actual work will be directed by the City and may involve other consulting services that are not listed below.

- 1. Conduct strategic planning meetings to establish goals, priorities and identify areas of concern.
- 2. Financial underwriting and claims analysis, including renewal analysis and negotiations, budget projections, funding levels and alternatives, large claims analysis and quarterly reporting of the plan's financial performance.
- 3. Evaluate plan design in light of industry trends and labor market conditions, claims cost trends, alternative delivery systems and legal requirements. Evaluate eligibility, cost-sharing and benefit structure and network savings.
- 4. Prepare Requests for Proposals for TPA's, insurance services or other employee benefit programs; analyze and make appropriate recommendations.

- 5. Apprise City of local and national trends and innovative ideas, and recommend new products, programs and services to ensure a competitive benefits plan.
- 6. Review and analyze claims experience data, claims service, efficiency and accuracy of claims administration to ensure that City is receiving optimum service and benefits from all carriers and vendors.
- 7. Review on-going employee communications program, including a review of booklets, announcement materials and benefit statements.
- 8. Manage carrier/vendor relationships, review and advise on master contracts, review carrier service levels and compare to performance guarantees, resolve administrative issues, conduct periodic meetings as necessary.
- 9. Assist in COBRA, HIPAA, DOL, ACA, and ERISA compliance and reporting to include Summary Plan Descriptions and other Plan Documents.
- 10. Act as a technical resource and provide periodic updates on legislative developments and emerging trends.
- 11. Evaluate in-house administration procedures including recommendations for improving services and efficiency through the use of technology.
- 12. Assist in employee benefit language in union contract negotiations.
- 13. Assist in coordinating information needed by actuaries for OPEB valuations.

The City expects that the Firm will be required to travel to Norwich approximately 12 times per year, on average.

# **Proposed Selection Schedule**

The following table is the estimated schedule for this project:

Description	Date & Time	Location
RFP Issued	December 13, 2019	http://www.norwichct.org/Bids.aspx
Requests for Information (RFI)	January 6, 2020 at 4:00 pm	City Hall Purchasing Agent Room 105
Responses to RFI Posted	January 10, 2020	http://www.norwichct.org/Bids.aspx
RFP Due Date/ Opening	January 22, 2020 at 2:00 pm EST	City Hall Room 319
Finalist Presentations	Tentatively scheduled February 5, 2020 9:00 am to Noon	City Hall Room 335
Award recommendation submitted to City Manager	Tentatively scheduled for February 10, 2020	City Hall Room 219

# **Requests for Information**

All questions or requests for information or clarification must be submitted in writing to William R. Hathaway no later than 4:00 pm on January 6, 2020. No oral interpretation will be made to any proposer as to the meaning of the proposal specifications or any part thereof. Questions may be submitted by email to <a href="https://www.whathaway.org">whathaway.org</a>, by fax to (860)823-3812 or by U.S. Mail to 100 Broadway, Room 105, Norwich, CT 06360.

A summary of all questions and answers will be made available by addendum to this RFP.

### **Addenda**

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms that receive this document. Such revisions or addenda will additionally be posted on the following websites:

http://www.norwichct.org http://das.ct.gov

This document includes an acknowledgement page which must be faxed or e-mailed to the Purchasing Agent in order to ensure proper notification of changes to the published documents. The City does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of the proposal documents.

### Instructions for Submission

Responses must be submitted in sealed envelopes and clearly marked with the RFP reference title, number, due date, and time. The Proposer's name and address must appear on the envelope.

Please submit one original (clearly marked) and three copies of your proposal, along with one electronic copy on either a CD or flash drive. **Do not use 3-ring binders.** 

Your proposal must be submitted in a sealed envelope as instructed above and must be received no later than January 22, 2020 at 2:00 pm EST at the offices of:

William R. Hathaway, Purchasing Agent City of Norwich 100 Broadway, Room 105 Norwich, CT 06360-4431

# **Format of Proposal**

Submittals shall consist of the following:

- 1. A transmittal letter signed by the appropriate officer of the firm which, at a minimum, includes statements:
  - a. Agreeing to the Scope of Services
  - b. Offering the proposal and certifying that the proposal and any cost projection included will remain in effect for 120 days after the due date
  - c. That the firm will comply with all of the Contract Considerations of RFP 20-12
- 2. Fee Proposal Form
- 3. Completed Questionnaire
- 4. Non-Collusion Affidavit

### **Firm Interviews**

Interviews are tentatively scheduled for February 5, 2020 between 9:00 am and 12:00 pm Room 335 of Norwich City Hall, 100 Broadway, Norwich, CT 06360. Selected finalists will be given as much advance notice as possible, and should be available to attend on the above dates.

## **Selection Criteria**

The Committee will evaluate proposals based on the following criteria to determine each firm's qualifications. The order does not indicate relative ranking.

- A. Demonstration of competence, technical expertise, experience in employee benefits, insurance placement and human resources.
- B. Demonstrated record of responsiveness and quality of customer service on this type of account.
- C. Both the firm's capabilities and the experience of individual team members assigned to the City account will be considered.
- D. Availability to travel as needed to Norwich City Hall or other department locations.
- E. Rates, fees or charges including the level of detail provided in the firm's fee information, as well as the willingness of the firm to offer flexible fee arrangements.
- F. Firm's awareness and ability to provide timely, accurate communication of emerging trends, opportunities, regulatory updates and liabilities to clients.
- G. Firm's ability to provide a broad spectrum of consulting services, including, but not limited to actuarial, claims administration, alternative funding arrangements.
- H. Responsiveness of the firm's proposal to the RFP, including clarity and organization of response, clear presentation of firm's experience and approach to ensuring the needs of City are fully met.

### **Contract Considerations**

# **Equal Opportunity - Affirmative Action**

The Firm shall comply with all aspects of the Equal Employment Opportunity Act.

A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the firm does not discriminate on the basis of race, color, religion, gender, national origin, age or gender stereotyping, and which specifies goals and target dates to ensure the implementation of equal employment.

A firm with fewer than 15 employees shall be required to have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, gender, national origin, age or gender stereotyping.

Findings of noncompliance with State and/or Federal equal employment opportunity laws and regulations could be sufficient cause for revocation or cancellation of any contract that results from this RFP.

### **Indemnification**

The Firm shall indemnify, defend, and save harmless, the City, its officers, agents and employees from any and all claims and losses to the extent caused by the negligence, error or omission of the awarded firm in the performance of this work, except to the caused by the negligent acts of the City or its officers, agents or employees.

### **Insurance**

The City is requiring insurance coverage as listed below for this work.

Note: The term "Firm" shall also include their respective agents, representatives, employees or subcontractors; and the term "City" shall include their respective officers, agents, officials, employees, volunteers, boards and commissions of the City of Norwich, Norwich Public Schools, and Norwich Public Utilities. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided under the Firm's policies.

All policies shall include a waiver of subrogation

### **Worker's Compensation Insurance**

With respect to all operations the Firm performs the Firm shall carry worker's compensation insurance in accordance with the requirements of the laws of the State of Connecticut. The Firm shall carry employers liability limits of \$100,000 each accident and \$100,000 each employee by disease and \$500,000 policy limit disease.

### **Commercial General Liability**

With respect to all operations the Firm performs the Firm shall carry Commercial General Liability insurance providing for a total limit of \$1,000,000 per occurrence for each job site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract. Each annual aggregate limit shall not be less than \$2,000,000.

### **Automobile Liability**

With respect to any owned, non-owned, or hired vehicles the Firm shall carry Automobile Liability insurance providing \$1,000,000 per accident for bodily injury and property damage.

### **Errors and Omissions/Professional Liability**

With respect to any damage caused by an error, omission or any negligent acts of the Firm performed under this contract the Firm shall carry \$1,000,000 per claim for any wrongful act.

### "Tail" Coverage

If any of the required liability insurance is on a "claims made basis," "tail" coverage will be required at the completion of this contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Firm shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, Firm shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Contract.

### **Acceptability of Insurers**

The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City.

#### **Subcontractors**

The Firm shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to Purchasing Agent's office as required herein.

### **Aggregate Limits**

Any aggregate limits must be declared to and approved by the City. It is agreed that the Firm shall notify the City when 50% of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Firm agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid for by the Firm.

#### **Deductibles and Self-Insured Retentions**

Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Firm to pay and/or to indemnify.

#### **Notice of Cancellation or Nonrenewal**

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Firm is primarily responsible for providing such written notice to the City 30 days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Firm shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the City related to the Firm's services.

### **Waiver of Governmental Immunity**

Unless requested otherwise by the City, the Firm and his insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

### **Additional Insured**

The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers Compensation, if included, required for the performance of the Contract shall include the City as Additional Insured but only with respect to the Firm's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

#### **Certificate of Insurance**

As evidence of the insurance coverage required by this Contract, the Firm shall furnish Certificate(s) of Insurance to Purchasing Agent's Office prior to the award of the Contract if required by the RFP document, but in all events prior to Firm's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed 30 days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360-4431.

#### **Waiver of requirements**

The Purchasing Agent, may vary the requirements at Purchasing Agent's sole discretion; if Purchasing Agent determines that the City's interests will be adequately protected without meeting all stated requirements.

### **Invoicing and Payment**

Invoices shall be paid promptly by the City unless any invoiced items are questioned, in which case payment will be withheld pending verification of the amount claimed and the validity of the claim. The City's standard payment terms are Net 30 days from receipt of properly executed invoice(s).

### **Award Consideration**

The City reserves the right to accept or reject any and all responses, in whole or in part, to waive technical defects, irregularities and omissions, if, in its judgment, the best interests of the City will be served. The City also reserves the right to negotiate further with one of more of the firms as to any features of their qualifications and submittals and to accept modifications of the work and price when such negotiations will be in the best interest of the City. Work performed under this contract shall be authorized by an engagement letter, with the letter signed by both a designated authority from the awarded firm, the City Manager or his designee and the Comptroller.

The individual signing this submittal hereby declares that no person or persons other than members of his/her organization are interested in this project or in the contract proposed to be taken; that it is made without any

connection with any person or persons making a submission for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City.

Unless otherwise noted within a submission received in response to this RFP, the proposed fees are assumed to be valid for 120 days from the date of the RFP opening. If an award is not made within such time, the submission can be considered no longer valid, or can be extended with mutual consent of the City and the firm making the submission. Any documents, reports, and data generated as a result of the work under this contract shall become the property of the City.

### **Termination**

Subject to the provision below, the contract may be terminated by either party upon 30 days' advance notice to the other party. If any work or services hereunder are in progress, but not completed as of the date of termination, the contract may be extended upon written approval by the City until said work is completed and accepted.

#### **Termination for Convenience**

In the event that the contract is terminated or canceled upon request and for the convenience of the City without the required 30 days' advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

### **Termination for Cause**

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The 30 days' advance notification requirement is waived in the event of termination for cause.

### **Availability of Funds**

Any contract executed by the City is subject to the appropriation funds.

# **Fee Proposal Form**

Proposal to: William R. H	athaway, Purchasing Agent
City of Norw	
	ay, Room 105
Norwich, CT	06360-4431
l,	, have received the following contract documents:
1.	Request for Proposal number 20-12,
2.	Addendathrough, posted at http://www.norwichct.org/Bids.aspx and http://das.ct.gov
and have inc	cluded their provisions in my fee proposal.
Mandatoi	
	nnual flat fee for providing the items included in the Scope of Services for each of the fiscal years ending
	2 30, 2021
	2 30, 2022
	2 30, 2023
	2 30, 2024
	2 30, 2025
	2 30, 2026
• June	2 30, 2027
	pecify what percent of your annual fee you are willing to put at risk for a performance guarantee to be to mutually agreed-upon metrics. You may recommend metrics in your proposal.
Name of Bus	siness:
Address:	
Authorized F	Representative (Print Name & Title):
Signature:	Date:

### Questionnaire

In order for your proposal to be considered and accepted, your organization must provide answers to the questions presented in this section. When answering the questions contained in the Questionnaire Section of this Request for Proposal, please repeat the questions and provide your answers numbered to correspond to the question as indicated in the RFP. All questions must be answered in a concise manner. Reference should not be made to a prior response. Be sure to refer to the earlier sections of this RFP before responding to any of the questions so that you have a complete understanding of all of the City's requirements with respect to the proposal.

### **General Information**

- 1. Name of the proposed firm and name of the representative submitting the proposal. Include all contact information.
- 2. Provide an overview of your firm and its ownership/organizational structure, philosophy/culture and number of employees.
- 3. Describe, if applicable, how your firm is functionally tied to any insurer or provider of service and how that relationship may influence your ability to provide Broker services to City.
- 4. Identify members of your staff that would be assigned to this contract and provide a summary of their qualifications, percentage of their time you anticipate they would be dedicating to this contract and their availability to travel to our corporate headquarters and/or field locations.

### Qualifications

### **Expertise**

Describe your firm's expertise in each of the following areas.

- 1. Health and Welfare
- 2. Legal Counsel/Compliance
- 3. Benchmarking
- 4. Actuarial/Underwriting
- 5. Research and Technical Services
- 6. Benefits Administration
- 7. Benefits Communication

### **Marketplace Position**

- 1. Describe your firm's marketplace leverage in negotiating with carriers in regards to rates, policy terms and plan design.
- 2. Describe your view of the role of a Broker in this type of relationship and what differentiates your firm from other brokerage-consulting firms.
- 3. Identify a minimum of three other accounts similar in size and scope for which you are presently serving as Broker which can serve as a reference for your service.

#### **Insurance Carrier and Health Plan Selection Process**

- 1. Describe how your firm would handle the selection of insurance carriers and other service providers for City.
- 2. Describe your firm's consulting approach for bidding and selecting the most appropriate health plan alternative.

### **Broker Services and Ability**

- 1. Describe the process your firm utilizes to manage and administer a benefit package of our size throughout a contract year.
- 2. What strategy does your firm utilize to manage and forecast a benefit package over a two to three year period?
- 3. Describe all services your firm/agency will offer City.
- 4. What type of performance measures would your firm use to evaluate customer service and City employee satisfaction? Are you willing to provide performance guarantees to City for your services?
- 5. Describe your procedure for dealing with employee inquiries.
- 6. Do you offer assistance with claims and/or coverage questions?
- 7. Describe the action that would be taken, the support provided, and the personnel who would be involved in investigating and settling a disputed claim.
- 8. Describe the steps you anticipate will be needed to ensure a smooth transition if you are selected as the new Agent of Record.

# **Non-Collusion Affidavit** State of \_\_\_\_\_ County of ) \_\_\_\_\_, being first duly sworn, deposes and says that: (Individual's Name)He/she is \_\_\_\_\_\_ of \_\_\_\_\_ 1. (Sole Owner, Partner, President, Secretary, etc.) (Corporation Name) herein after referred to as the "Proposer" that has submitted the attached bid; He/she is fully informed respecting the preparation and content of the attached Proposal and of all pertinent circumstances respecting such Proposal; Such Proposal is genuine and is not a collusive or sham proposal; 4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham bid, in connection with the contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed contract; and 5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including this affiant. 6. That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof. Signed:

Subscribed and sworn before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

My Commission expires on

Title:

Notary Public