



**REQUEST FOR QUALIFICATIONS  
HEALTH AND WELFARE BENEFITS CONSULTANT  
CITY OF TORRINGTON  
RFQ #HWB-007-020510**

**I. GENERAL INFORMATION**

**1.1** **Issuing Office:** This Request for Qualifications (RFQ) is issued by the City of Torrington and the Board of Education of Torrington, Connecticut.

**1.2** **Purpose:** The purpose of the RFQ is to provide prospective firms with essential information to enable them to prepare and submit proposals regarding a professional Health and Welfare Consultant. It is the intent of the RFQ to identify the party most likely to successfully represent the City and Board of Education in its desire to minimize rate increases for all insurances, analyze current plans and recommend future plans. The selected Health and Welfare Benefits Consultant shall identify **(in a separate sealed envelope submitted with the proposal)** the base cost of services as provided under the Scope of Services and identify the cost impacts of the various options/alternatives itemized separately. Fees for additional services must be clearly stated.

**1.3** **Proposals:** All proposals received by the City in response to this RFQ will be retained. Submissions must:

- A. Constitute a complete response to this RFQ, using the Proposal Form provided in this document (see page 9).
- B. Include an original and ten (10) copies. The price proposal and/or fee structure (Appendix A) **must** be submitted in a separate sealed envelope from the base proposal.
- C. Proposal must be received by:  
Pennie Zucco, Purchasing Agent  
Temporary City Hall  
59 Field Street  
Torrington, CT 06790

no later than **11:00 A.M. on Friday, February 5, 2010**. Envelopes must be clearly marked **“RFQ #HWB-007-020510, Health and Welfare Benefits Consultant.”** Proposals received after this date and

time will be rejected. **Questions must be submitted by January 25, 2010 by 12:00 noon.** Firms mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. **Proposals may not be submitted by e-mail.**

- D. Must be signed by an official authorized to bind the firm to its provisions.
- E. Must include a statement that the proposal remains valid for a period of at least ninety (90) days from the date of its submission.

**1.4 Rejection of Proposals:** The City reserves the right to reject any and all proposals received as a result of this RFQ.

**1.5 Communications Concerning RFO:** All questions relevant to the development of a proposal are to be directed to:

Ms. Pennie Zucco  
Phone: (860) 489-2225;  
E-mail: pennie\_zucco@torringtonct.org

All questions must be submitted by email to Pennie Zucco, Purchasing Agent at [pennie\\_zucco@torringtonct.org](mailto:pennie_zucco@torringtonct.org). All questions determined to be of interest to all prospective firms will be answered in writing and provided to all firms by an addendum which will be posted on the City of Torrington web site.

**Except as authorized by Ms. Zucco, no vendor may contact any other employee or elected or appointed official of the City of Torrington or Board of Education with respect to the RFQ or the submission of a bid.**

**1.6 Term:** Based upon the outcome of this process, the City of Torrington will award a two-year contract with the option for a two-year renewal, at the sole discretion of the City of Torrington. **The successful respondent will be expected to be able to commence services as soon as possible upon award, as determined by the city.** It is expected that the successful consultant will take over the existing policies via “consultant of record” immediately after being selected by the City of Torrington. Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

**1.7 Additional Information:**

- A. **Revisions or addenda to the RFQ:** In the event it becomes necessary to revise or supplement any part of the RFQ, the revision or supplement will be posted on the City of Torrington web site at [www.torringtonct.org](http://www.torringtonct.org).

- B. Experience:** Firms with experience in Health and Welfare consulting services for public sector organizations are encouraged to apply. Firms must demonstrate their knowledge of both City and Board of Education organizations as well as the mandates and laws that affect such organizations in the State of Connecticut.
- C. Incurring Costs:** The City will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.
- D. Civil Rights Compliance:** Where applicable, firms must comply with the Civil Rights Act of 1964, the Equal Employment Act, and the Connecticut Fair Employment Practices Act.
- E. News Releases:** News releases pertaining to this RFQ or the services, study or project to which it relates will not be made without prior approval, and then only in coordination with the City.
- F. Acceptance of Proposal Content:** The contents of the successful proposal may, at the City's option, become part of the contract entered into by the successful firm and the City.

## II. CONTENT OF PROPOSALS

### **2.1 Scope of Services**

The City of Torrington and the Torrington Board of Education have periodically utilized a Health and Welfare Benefits consultant in its on-going dealings with health insurance companies. Medical insurance for active employees and retirees under 65 is currently provided through a self insured plan with Anthem as its third party administrator. Most active employee and under 65 plans consist of medical (including prescription) with dental and vision riders. Additionally, medical insurance for over 65 retirees is provided through a fully insured plan provided by Anthem. As of 11/30/09 the self insured plans consisted of 365 City contracts and 684 BOE contracts. There are 221 City contracts and 65 BOE contracts in the fully insured plans.

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

- A.** Market all insurances to include, but not be limited to, preparation of bid specifications, evaluation of proposals received, and recommendations on contracts to be signed for with effective date to be determined by the City.
- B.** Coordinate and review necessary demographic data for marketing.
- C.** Should the City and/or Board of Education elect to change carriers following the marketing process, manage and review the SPD development ensuring that the selected vendor provides benefits that are equivalent to or better than those currently in effect.
- D.** Provide a disruption analysis relative to the provider, pharmacy, hospital and appropriate other vendor networks. Attend various employee, committee, BOE and City Council meetings as necessary.
- E.** Review all contracts and booklets. Prepare, advise and file any IRS required forms.
- F.** Review current plans experience, claims, and market trends, and negotiate cost savings & renewal premiums with all insurance providers on an as needed basis.
- G.** Periodically review the health insurance plans, claims and fees and provide a reasonability analysis in comparison with industry norms.
- H.** Ensure accurate follow through and completion on all negotiated contractual arrangements made between the City of Torrington and Board of Education and its health insurance carrier(s).
- I.** Ensure that any self-funding arrangements with third party administrators are appropriately managed.
- J.** Monitor the third party administrator's actuarial assumptions under self-insured programs, if applicable.
- K.** Intervene and resolve with providers, problems that may arise regarding claims, proper coverage, routine administration and day-to-day account service.
- L.** Cause the City and Board of Education to be provided with accurate management reports/utilization, review on comment information from all carriers on a continuing basis. Meet with city representatives, BOE and City Council as required.
- M.** Provide the City and Board of Education with information and recommendations on new health insurance programs, more cost-effective products, funding options, future trends in employee benefit plans and plan designs.

- N. Analyze annual renewals for all self-insured and insured plans and periodically solicit coverage proposals from alternative providers.
- O. Develop strategies for presentation and implementation of any new benefit program to employees, unions, other employee groups and City Boards.
- P. Serve in an advisory capacity during negotiations with collective bargaining units. This includes costing & analyzing benefit proposals, providing counsel to negotiators, and testifying at negotiation, mediation, and arbitration sessions as needed.
- Q. Coordinate employee communications and conduct employee informational meetings for current benefit plans and as new programs are implemented.
- R. Provide expert advice and/or testimony in disputes that may arise between the City and Board of Education and their labor unions, as they pertain to the health insurance benefit plans.
- S. Inform the City and Board of Education and Administration of changing legislation and legal decisions affecting employee benefits. Recommend and discuss methods to comply with these changes.
- T. Perform a feasibility study, to include interested regional municipalities, of pooling benefit plans for potential cost savings and to spread out individual municipality's exposure to risk. Make any necessary presentations of the study's findings to appropriate representatives of these municipalities.

## **2.2 Other Requirements**

Proposals should also include the following:

- A. Brief statement as to the firm's particular abilities and qualifications related to this project.
- B. List of municipalities in Connecticut for which the firm has provided similar services in the last three years. Connecticut public schools or municipal references are preferred. Please also include the name and contact information for these references. Provide a list of cases where you testified in behalf of your clients in arbitration forums where you have made presentation and labor negotiations.
- C. Resumes of key personnel who would be assigned to this project. Include number of underwriters and actuaries on staff and available to work on account. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

- D.** Additional information or documentation that may be useful and applicable to this project. Provide samples of innovative changes made to plans of current clients that have resulted in savings.
- E.** Rates for any additional work that the consultant recommends beyond the original scope of services contained in this RFQ should be submitted as a formal proposal. The proposal should detail the requirements and the deliverables as well as a capped cost.
- F.** Prior to contract, the winning firm will be required to show evidence of insurance coverage of a kind and in an amount satisfactory to the City. The City's insurance requirements are attached to this RFQ in Appendix B.
- G.** Information concerning any suits filed, judgments entered or claims made against the firm during the last five years with respect to employee assistance program services provided by the firm (b) or any declaration of default or termination for cause against the firm with respect to such services. In addition, state whether during the past five years the firm has been suspended from bidding or entering into any government contract.
- H.** Utilization report format.
- I.** Vendor should describe their confidentiality policy.

### **INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and the Board of Education and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Consultant's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Consultant, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Consultant to perform or furnish either of the services, or anyone for whose acts the Consultant may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the City or any of its consultants, agents or employees by any employee of Consultant, by any person or organization directly or indirectly employed by Consultant to perform or furnish any of the work, or by anyone for whose acts Consultant may be liable, the indemnification obligation under this Article V shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Consultant under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

## **NON-DISCRIMINATION:**

The respondent agrees and warrants that in the performance of the contract pursuant to this solicitation he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut or the City of Torrington.

### **III. SELECTION PROCESS**

**3.1 Review Process:** All proposals will be reviewed by a selection committee as appointed by the Mayor.

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

Proposals will be evaluated based on what is deemed to be in the best interests of the City, including such factors as the bidder's experience and expertise in providing Insurance Advisory and Brokerage services for municipalities, clarity and creativity of the proposal, recommendations of entities for which the bidder has previously provided services, evidence of prior success in evaluating and implementing plan design and financing alternatives for clients in a collective bargaining environment, the persons to be assigned to the project by the bidder, and total cost. Cost will not be the sole factor in evaluating bids.

A short list of finalists will be developed and firms may be interviewed by the Selection Committee after the proposals are received. Specific information required for the interviews will be provided to finalists at the time of notification.

If interviews are held, they will be 30-45 minutes long. Initial presentations will be limited to 15 minutes. The final 15-30 minutes will be reserved for questions from the Selection Committee and subsequent discussion. The key person to be assigned to this project must be present at this interview.

The Selection Committee expects to recommend a firm to the Torrington City Council for approval.

The City expects to complete its review of all proposals and select the tentative bidder within two weeks after the receipt of proposals. If necessary, the City may extend that review period.

Selection as the preferred proposal does not provide any contract rights to that firm. Any such rights shall accrue only if and when the City and the firm execute a binding contract. The City reserves the right to negotiate with the successful firm in any manner necessary to best serve the interests of the City.

If the City fails to reach an agreement with the successful bidder, the City may commence negotiations with an alternative bidder or reject all bids and reinstitute the RFQ process.



**CITY OF TORRINGTON**  
**RFQ #HWB-007-020510**  
**PROPOSAL FOR HEALTH AND WELFARE BENEFITS CONSULTANT**

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

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

Name and Address of Firm:

---

---

---

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

---

---

---

---

Signature of Authorized Representative:

---

(Attach additional sheets as necessary)

**APPENDIX A FEE  
PROPOSAL**

My proposal to provide Health and Welfare Benefits Consultant is as follows:

Cost/Year One: \_\_\_\_\_

Cost/Year Two: \_\_\_\_\_

Cost/Year Three (Option): \_\_\_\_\_

Cost/Year Four (Option): \_\_\_\_\_

**Total Cost:** \_\_\_\_\_

## APPENDIX B

### INSURANCE

The Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Consultant and all of its agents, employees, sub-contractors and other providers of services and shall name the City, its employees and agents as an Additional Insured on a primary and non-contributory basis to the Consultant's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the Consultant's Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the City. Minimum limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage  
Each Occurrence \$1,000,000  
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000

4) Errors and Omissions Liability or Professional Services Liability Policy

Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. The City, its employees and agents shall be named Additional Insured for this specific Project. The certificate shall specify that the City and Board of Education shall receive 30 days advance written notice of cancellation or non-renewal specific to this Project.

The Consultant agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the Project.

The Consultant shall provide a Certificate of Insurance as “evidence” of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The Consultant shall direct its Insurer to provide a Certificate of Insurance to the City before any work is performed. The Certificate shall specify that the City shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Consultant shall provide the City copies of any such Policies upon request.

Telephone Number: \_\_\_\_\_

**The above insurance requirements are the City’s general requirements. Insurance requirements with the awarded respondent are subject to final negotiations.**