



**CITY OF PRINEVILLE**

**REQUEST FOR PROPOSAL  
RFP# 400-09-10  
INSURANCE AGENT/BROKER SERVICES  
EMPLOYEE BENEFIT INSURANCE**

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EMPLOYEE BENEFIT INSURANCE**

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CITY OF PRINEVILLE  
Human Resources Department  
387 NE Third Street  
Prineville, OR 97754  
(541) 447-5627  
[mpuddy@cityfprineville.com](mailto:mpuddy@cityfprineville.com)

**REQUEST FOR PROPOSAL # 400-08-09**

**August 5, 2009**

All interested business firms, corporations, partnerships, or individuals qualified as an “Insurance Agent/Broker for Employee Benefits and Insurance”.

The City of Prineville is soliciting your proposal to provide Insurance Agent/Broker Services for Employee Benefits and Insurance. RFP’s MUST be received by 2:00 p.m., Thursday, August 27, 2009.

Sealed proposals will be received by the City of Prineville at Prineville City Hall until Thursday, August 27, 2009 at 2:00 p.m. Proposals received after the specified time will not be considered and will be returned unopened. Proposals shall be sealed and plainly marked on the outside of the envelope **RFP# 400-09-10 Insurance Agent/Broker Services** with name of firm submitting proposal. Proposals may be mailed or delivered to the address below prior to Thursday, August 27, 2009 by 2:00 p.m. It is the sole responsibility of the proposer to assure that their proposal is received by the City of Prineville prior to the time specified. One (1) original and four (4) identical copies should be submitted. Mail or deliver proposals to the following address:

City of Prineville  
ATT: Cindy MacDonald  
387 NE Third Street  
Prineville, OR 97754

Unsigned proposals will be considered incomplete and subject to rejection. Proposals having erasures/corrections must be initialed in ink by the proposer. In the case of errors in extensions, unit prices will govern. By signing the proposal, the proposer agrees that the proposal is made without any misunderstanding, agreement, or connection with any other person, firm, or corporation making a proposal for the same purpose; and, that the proposal is in all respects fair and without collusion or fraud.

It is agreed by the undersigned proposer that the signing and delivery of this proposal represents the proposer’s acceptance of the terms and conditions of the foregoing specifications and provisions; and, if awarded the contract by the City, will represent the agreement between the parties.

Proposals will be publicly opened and read aloud in the City Council Chambers, Prineville City Hall at 2:00 p.m. Thursday, August 27, 2009. All proposers responding to this request will be notified in writing as to the final outcome of this process. It is anticipated that notifications will be mailed within three (3) weeks of the contract being awarded.

A pre-proposal meeting will be held **August 12, 2009 at 2:00 p.m.** in the City Council Chambers, Prineville City Hall, 387 NE Third Street, Prineville, OR 97754.

Questions regarding the RFP must be submitted in writing and directed to:

Mary Puddy, Human Resources Manager

[mpuddy@cityofprineville.com](mailto:mpuddy@cityofprineville.com)

(541) 447-2366

All questions will be answered in an Addendum and sent to the Daily Journal of Commerce Plan Center. It is the proposer's responsibility to check with the Plan center for all Addendums. All questions must be submitted by August 20, 2009, by 10:00 a.m..

The City of Prineville reserves the right to accept or reject any or all proposals without recourse, to waive technicalities or to accept the proposal which in its judgment best serves the interest of the City. Cost of submittal of this proposal is considered an operational cost of the proposer and shall not be passed on to be borne by the City.

**PUBLISH DATE:** August 5, 2009 – Daily Journal of Commerce

Cindy MacDonald  
Contracts Manager  
City of Prineville

**Insurance Agent/Broker Services  
Employee Benefit Insurance**

**SCOPE OF SERVICES**

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The City of Prineville seeks an Insurance Agent/Broker to provide innovative plan design, and effective health care choices for the City's group health and other employee benefit plans. Insurance Agents/Brokers licensed to do business in the State of Oregon are invited to submit proposals to provide service for the following:

1. Group Health Insurance
2. Group Dental Insurance
3. Group Vision Insurance
4. Group Short Term Disability Insurance
5. Group Life Insurance and Accidental Death & Dismemberment
6. Group Long Term Disability Insurance

**Mandatory Proposer Requirements**

The proposer must have a staffed office in Oregon.

The proposer must provide a copy of their State of Oregon insurance license with their response.

The proposer must have acted as a full-service Agent/ Broker for a Oregon local government for at least five (5) years and have expertise and training in the fields of group life, health and related insurance programs. Professional designations in the benefit field (i.e. CEBS- (Certified Employee Benefit Specialist), RHU-Registered Health Underwriter) and in the financial planning field (i.e. CFP-Certified Financial Planner, ChFC-Chartered Financial Consultant) are a plus.

The proposer must be fully HIPPA compliant and their employees must be trained in the requirements of the HIPPA Laws.

Proposers must be willing and able to place business with all of the City's existing major providers. This is not to mean the City intends to maintain its current carriers but would if necessary and/or considered advantageous to the City.

Proposers are advised that any Agent/Broker who contacts insurance markets on behalf of the City of Prineville prior to completion of the RFP process will be immediately disqualified from consideration. The City believes this will allow the Selection Committee to focus solely on the RFP submittals and professional qualifications of all potential proposers; and, as such, will be in the best interest of all potential proposers.

A selection committee consisting of City Manager, Human Resources Director, and a City Councilor will review and rank all proposals received according to the evaluation-criteria.

The selected firm will provide a full range of services including but not limited to innovative plan design, funding alternatives, risk identification, risk exposures, insurance placement, written analysis and recommendations. Some specific responsibilities include but are not limited to the following:

1. Analyze the insurance needs of the City of Prineville employees and provide written

recommendations for changes where appropriate or dictated by changing market conditions or laws. Suggest alternative funding methods and plan changes to affect cost savings.

- 2 Assist in the design of a comprehensive insurance program, addressing retention levels, broadest available coverage terms and insurer financial security.
3. Organize renewal information and prepare insurance specifications.
4. Prepare marketing strategies for procuring City insurance for review by the City.
5. Annually approach insurance marketplace on behalf of City. Analyze insurer proposals with respect to cost, coverage and stability of insurers. Review proposals received from insurance companies for conformance with specifications and present quotations to City in a spreadsheet format detailing and comparing coverage, forms and pricing. Make recommendations to City Insurance Committee for recommendation to City Manager for approval. Negotiate final terms.
6. Obtain policies from insurance carriers and forward to City in a timely fashion. Keep City apprised of any delays.
7. Review all binders, policies and endorsement to assure coverage is as intended. Verify accuracy of all policies, endorsements and invoices prior to delivery.
8. Maintain a summary listing of all policies and endorsements that identify the type of coverage, insurance company name and policy number, policy period, coverage synopsis and a brief synopsis of significant coverage features, policy limits, deductibles, and the premiums. Update summary pages as revisions occur.
9. Place, cancel and otherwise handle, at the direction of the City and for the benefit of the City all placements, binders, policies and endorsements as requested by the City in a timetable that would avoid lapses in coverage.
10. Assist City in submittal of claims to insurance carriers. Interface with carrier when coverage issues arise.
11. Be available to attend meetings when needed. Respond to questions and general correspondence in a timely manner.
12. Prior to renewal of insurance policies, Agent shall analyze claims and claims history trends, with frequency and severity information on claims.
13. Supply City's Manager a budget letter for estimated premiums that will be required for the next fiscal year. This is due no later than March 1st each year.
14. Provide other such services consistent with devising, adopting, administering or revising plans of insurance coverage for the City.
15. Negotiate renewal rates with current carriers and/or market group coverage to competing carriers.
16. Represent the City as requested in communications with all underwriters, claims adjusters and claimants.

17. Coordinate the City's employee open enrollment prior to the beginning of a new policy year and assist with employee orientation, employee education, and in communicating benefit changes. Prepare Annual Employee Benefit Guides.
18. Review each insurance policy, binder, certificate or other insuring document and all endorsements affecting coverage and/or price, to ensure they are complete, correct and in compliance. Accuracy is essential for all documentation.
19. Act as liaison between benefit providers.
20. Perform claims mitigation for the City and for individual employees.
21. Keep the City abreast of changes in statutory and regulatory changes. Review pending legislation and report to the City any impact it may have on existing or future benefits.
22. Be available to the City for consultation as needed in performing obligations under this agreement.
23. Advise City on insurance trends, insurance market conditions, financial stability of any insurance companies writing policies for the City, or any other items having the potential to materially impact any insurance coverage's carried by or claims processing services provided to the City.

**RFP 400-09-10**  
**Insurance Agent/Broker Services**  
**EMPLOYEE BENEFIT INSURANCE**

**EVALUATION CRITERIA**

**INITIAL PROPOSAL EVALUATION CRITERIA**

Instructions: Each proposal received should be evaluated based on the following criteria. Proposals received after the deadline will not be opened. The City of Prineville reserves the right to return unopened proposals to the offeror or to properly discard. Proposals opened and subjected to the criteria below shall belong exclusively to the City of Prineville. These proposals and supporting documentation for evaluating such proposals will be maintained by the City of Prineville based on the City of Prineville retention policy.

|                 |
|-----------------|
| Offeror's Name: |
| Address:        |
| Contact Person: |
| Telephone No.:  |
| Date Recd.      |
| Evaluated By:   |

| <b>Evaluation Criteria</b>  | <b>Maximum</b> |
|---|----------------|
| Qualification and experience of the firm. This will be evaluated on the firms experience as a whole as it pertains to the Scope of Services of this RFP. Proof of reliable financial backing. | 15             |
| Past experience with similar local government entities.   | 15             |
| Qualifications and experience of specified individuals who will perform and oversee the work.   | 10             |
| Ability to meet with City Representatives on three-hour notice. Ability to provide the required services in efficient and accurate manner.  | 10             |
| Extensive background working with the statutes and regulations, which govern the provision of service by local governments.   | 15             |
| Statement of his/her understanding of the work to be performed and the City's approach to coverage  | 15             |
| Fees proposed   | 20             |
| <b>TOTAL</b>  | <b>100</b>     |

**CITY OF PRINEVILLE**  
**Request for Proposal - RFP# 400-09-10**  
**INSURANCE AGENT/BROKER SERVICES**  
**EMPLOYEE BENEFIT INSURANCE**

**PROPOSAL FORMAT (Minimum Requirements)**

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In order to insure a uniform review process and to obtain the maximum degree of compatibility, it is required that the proposals be organized in the manner specified below. Failure to submit this information in the requested format will render your proposal non-responsive. Proposals should include an index and individual tab for each section:

1. **Title Page** The proposer should identify the RFP subject, the name of the firm, local and corporate address, telephone number, name and title of contract person and date of submission.
2. **Table of Contents** Provide clear identification of the material by section and by page number.
3. **Letter of Transmittal** should be brief and introductory in nature. (1 page)
4. **Company History (2 Pages)** Information related to the agent/brokerage firms qualifications and resources including the following:
  - a. Description of the history of the firm, including how long it has been in business in Oregon.
  - b. Description of the firms size (premium volume and number of staff).
  - c. List the insurance markets and carriers the firm can access locally as well as nationally. All carriers must be properly licensed in Oregon.
  - d. List special experience of the firm in placing insurance coverage's for a medium size City.
  - e. Additional services offered by the firm that may be of interest to the City.

**5. Qualifications and Experience of Staff**

Resume for each account executive and support staff including the following:

- a. Description of individual's educational background indicating specific steps taken to remain current with trends in the insurance industry.
- b. Description of individual's work experience including all past employment and number of years as an agent/broker in the insurance field. Also, include length of time with your firm and in current position.

- c. Description of individuals, personal knowledge of insurance markets, specifically health, vision, dental and life for Oregon governments.
6. **Understanding and Approach (2 Pages)** A written statement explaining the firm's approach to assisting local governments to maximize benefits for employees while minimizing the financial impact of rising insurance premiums. (health etc.) Cite specific examples from your relevant experience. Cite examples of innovative concepts your firm has employed.
7. **Location and Accessibility** The name of office location of the account executive directly responsible for handling the City's account. Description of the current corporation of the account executives personal book of business including the following:
  - a. Number of accounts for which the account executive is responsible.
  - b. How the City's account would compare in size and scope to the other clients of the agent/broker.
  - c. Steps the account executive or firm will take to assure that proper attention will be given to the City's account as your volume of business grows.
  - d. List commitment level to this account by % of time.
8. **References** List at least three (3) client references, including contact information for which the services requested in this RFP have been provided within the past five (5) years. Preference will be given to those with the most favorable local government client experience. (See reference listing form)
9. **Proposal Fees** The City of Prineville is prepared to pay a fixed annual fee rather than commission for services rendered. In cases where commission is mandated by the desired plans, such commission shall be deducted from the agreed upon fixed fee paid by the City. The stated fee shall include all costs associated with the performance of the services specified, including labor, material, transportation, etc. No other charges shall be allowed.
10. **Required Forms** Complete and sign all required forms and include a copy of your state of Oregon Insurance license.

**City of Prineville**  
**Request for Proposal**  
**RFP# 400-09-10**  
**Insurance Agent/Broker Services, Employee Benefit Insurance**

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**I. GENERAL INFORMATION:**

The City of Prineville, a municipal corporation existing under the laws of the State of Oregon, is inviting proposals for an Insurance Agent/Broker Services, Employee Benefit Insurance.

**Proposals** Proposal's will be accepted only from parties that are free of obligations and interests which might conflict with the best interest of the City and are professionally qualified to perform the work described in this Request for Proposal. One (1) original and Four (4) copies of the proposal are required.

**Interviews** At the option of the City, a Proposer **may** be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any fee amount originally proposed. If the City chooses to have presentations, they will schedule and notify the Proposer(s) of the time and location of their presentation.

**Modification** The City reserves the right to request that the proposer modify the proposal to more fully meet the needs of the City.

**Request for Additional Information** The proposer shall furnish such additional information as the City may reasonably require. This includes information which indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

**Acceptance/Rejection/Modification to Proposals** The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

**Addendum** If it becomes necessary to revise or amend any part of this request for proposal, the City contracts manager will furnish the revision by written addendum to all prospective proposers who received an original Request for Proposal. Any questions or clarifications should be in written format and will be answered by written addendum only. No oral interpretation of this request for proposal shall be considered binding. The City shall be bound only when such statements are written and executed under the authority of the purchasing agent. It is the sole responsibility of the proposer to verify with the office of purchasing as to any addendums that may have been issued. Any addendums issued will be posted on the City's Website.

**Proprietary Information** In accordance with ORS 192.410 to 192.505 of the Oregon State Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to specifically identify any information contained in their proposals which they consider confidential and/or proprietary and

which they believe to be exempt from disclosure, citing specifically the applicable exempting the law.

**Property of the City of Prineville** All proposals received from proposers in response to this request for proposal will become property of the City of Prineville and will not be returned to proposer.

**Proposer's Certification** By submitting a proposal, the proposer certifies that he/she has fully read and understands the Request for Proposal and has full knowledge of the scope, nature and quality of work to be performed.

**Proposal Rejection**

The City reserves the right to:

1. Reject any or all proposals not in compliance with all procurement procedures and requirements;
2. Reject any proposal not meeting the specification set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. Reject all proposals;
5. Award any or all parts of any proposal; and
6. Request references and other data to determine responsiveness.

**Drug Free Workplace**

By submitting a proposal in response to this Request for Proposal, you are certifying that your company is a drug-free workplace in accordance with Oregon State Statutes ORS 243.650, ORS 336.222, ORS Chapter 475, ORS 657.176 and ORS 809.260. (Form attached)

**Contract**

A copy of the Personal Services agreement that the City expects the successful Proposer to execute is included as Attachment 1. Any proposed changes in the language, construction, or requirements of the contract must be raised and resolved as part of the RFP process. All Proposers are advised to view and clearly document any proposed changes to the contract and include with their proposal.

The successful Proposer(s) agrees to enter into the attached City Personal Services agreement after being notified of the City approval and award of the bid.

Cost of submittal of this Proposal and any presentations or additional requested information is considered an operational cost of the proposer and shall not be passed on to be borne by the City.

Please make sure all forms requiring signatures are completed, signed and returned in a sealed envelope marked on the outside, RFP# 400-09-10 Insurance Agent/Broker Services.

Failure to comply with these specifications and instructions will result in disqualification of your Proposal.

The Proposer agrees that it will not discriminate against any employee or applicant for employment for work under this agreement because of race, color, religion, sex, age, disability or national origin.

**15 Notice of Intent**

At least seven days before award of the contract, the City will post or provide to each Proposer notice of the City's intent to award a contract.

**20. Appeals**

Proposers who wish to appeal a disqualification of proposal or the award of a contract may submit the appeal in writing to the City's Human Resources Department within seven(7) days of the postmarked Notice of Award or disqualification.

The appeal must describe the specific citation of law, rule, regulation or practice upon which the protest is based. The judgment used in the scoring by individual evaluators is not grounds for appeal.

**21. Proposal Validity Period**

Each proposal shall be irrevocable for a period of sixty (60) days from the proposal due date.

**22. Non-Collusion**

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

**City of Prineville**  
**Request for Proposal – RFP# 400-09-10**  
**Insurance Agent/Broker Services**  
**Employee Benefit Insurance**

**“EXHIBIT A”**

**TERMS AND CONDITIONS/AGREEMENT**

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**1. Agreement**

The resulting agreement or contract, including the language within the proposal, as submitted, the terms & conditions, general conditions, all required forms and all amendments or addendums issued by the City of Prineville contains all the terms and conditions agreed upon by all parties and shall constitute the agreement or contract. No other agreement or contract, oral or otherwise regarding the subject matter of this agreement or contract shall be deemed to exist or to bind either party hereto. All changes must be submitted to the City in writing and approved by the Contracts Manager and City Manager prior to taking effect.

**2. Term of Contract**

The contract, if awarded, will be for an initial term of three (3) years. However, by mutual consent the contract may be extended for two (2) additional one (1) year terms not to exceed five (5) years.

**3. Termination**

The contract may be terminated by mutual consent of both parties or by the City at its discretion. This contract, if awarded, may be cancelled in whole or in part by the City or the Contractor (s) upon giving at least sixty (60) days written notice prior to cancellation; except that nonperformance on the part of the contractor(s) will be grounds for termination. Termination will take place within fifteen (15) days of notification. Upon termination under this paragraph, Agent shall be entitled to compensation for all services rendered prior to termination.

**4. Indemnity**

City has relied upon the professional ability and training of Agent as a material inducement to enter into this Agreement. Agent warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Agent’s work by City shall not operate as a waiver or release.

Agent acknowledges responsibility for any and all liability arising out of the performance of this Agreement and agrees to hold City harmless from and indemnify and defend City for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Agent’s acts, omissions, activities or services in the course of performing this Agreement.

## 5. Reserved Rights

The City of Prineville reserves the right to accept or reject any or all proposals which they may deem to best serve the interest of the City. The right is reserved to waive technicalities or informalities. Proposer warrants that prices, and terms and conditions quoted on this proposal will be firm for acceptance for a period of sixty (60) days from date of bid opening. The City reserves the right to increase or decrease required services.

## 6. Laws and Regulations

The firm awarded this contract agrees to comply with all laws, codes, rules and regulations bearing on the conduct of work, including those of the Federal, State, County and the City of Prineville and shall indemnify and save harmless the City of Prineville against any claims or liability arising from, or based on, the violation of any such law, code, rules and regulations. The firm awarded this contract shall assume liability for damage or loss resulting from wrongful act(s) or negligence of its employees, agents or sub-contractors or its insurer shall reimburse the City of Prineville for any damage or loss within thirty (30) days after a claim is submitted.

The firm awarded this contract must be fully insured (see insurance requirements). The firm awarded this contract must be properly licensed.

The City of Prineville is exempt from State Sales Tax and Federal Excise Tax.

In the event any situation is brought to mediation or a court of law, the venue shall be the County of Crook, in the State of Oregon, where all laws, codes, rules and regulations shall be used in the adjudication.

## 7. Insurance

Upon award, the successful firm shall be required to obtain and furnish to the City of Prineville, prior to the contract being effective, Certificates of Insurance approved by the City. All insurance policies shall be with insurers with an acceptable rating, registered and licensed to do business in the State of Oregon. The selected firm will be required to name the City of Prineville as an additional named insured on all certificates and policies pertaining to this Request for Proposal. Agent and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Agent's activities or work hereunder, including the operations of its subcontractors of any tier. The policy or policies of insurance maintained by the Agent and its subcontractor shall provide at least the following limits and coverage:

### **Commercial General Liability Insurance**

Agent shall obtain, at Agent's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage, with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.

### **Professional Liability**

Agent shall obtain, at Agent's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts, with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**Workers' Compensation Insurance**

The Agent, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Agents who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

**Cross-Liability Clause**

A cross-liability clause or separation of insured's clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this agreement.

**8. Certificates of Insurance**

As evident of the insurance coverage required by the agreement, the Agent shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration.

**9. Public Records**

Upon award recommendation or ten (10) days after opening, whichever is earliest. Proposals become public records and shall be subject to public disclosure consistent with ORS 192.410 to 192.505 of the Oregon Revised Statutes.

**10. Method & Place of Submitting Notice, Bills & Payments**

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. The following addresses shall be used to transmit notices, bills, payments and other information and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid:

CITY:                   City of Prineville  
                          Attn: Accounts Payable  
                          387 NE Third St  
                          Prineville, OR 97754  
                          Phone: (541) 447-5627 Fax: (541) 447-5628

COMPENSATION AND METHOD OF PAYMENT: Once the City representatives have approved the invoice, payment will be made within thirty (30) days.

Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given through written notice.

## **11. Interpretation of Documents**

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or procedural documents, or finds discrepancies in or omissions in the specifications, he may submit to the Owner a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. The contracts manager will review the written request and decide if an addendum to the proposal needs to be issued. If an addendum is issued, it will be mailed or delivered to each person receiving a set of the proposal documents. No questions, interpretations etc. will be answered orally or by written addendum after August 20, 2009 by 10:00 a.m.. Failure of any proposer to receive such addendum shall not relieve said proposer from any obligation under the Proposal submitted. All addenda issued shall become part of the contract documents. All Addendums issued will be posted on the City's Website, [www.cityofprineville.com](http://www.cityofprineville.com).

## **13. Communications**

There will be no further communications, by any means, verbal or written, with any City employee, elected official, board member, or representative of the City of Prineville during the course of this Request for Proposal until after the proposals have been opened and evaluated. Any communication shall be directly with the purchasing agent or his designee.

## **14. Manner of Performance**

The contractor(s) shall perform all its obligations and functions under this agreement in accordance with all terms, conditions, and specifications laid forth by the City.

The contractor will abide by all State and Federal Regulations on wages and hours of an employee. The contractor shall be responsible for all its employees, subcontractors and their actions during their term of this contract with the City of Prineville.

The contractor shall keep current all licenses and permits whether Municipal, County, State, or Federal required for the performance of its obligations and functions hereunder and shall pay promptly when all fees become due.

## **23. Status of Agent as Independent Contractor**

1. Agent shall be an independent contractor for all purposes related to this agreement and not an employee of the City, thus he/she shall not be entitled to benefits of any kind that an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law.
2. The undersigned Agent hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Agent, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
3. Agent certifies that it currently is a business registered with the State of Oregon.
4. Agent is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

**24. Notice of Cancellation**

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days notice of cancellation provision shall be physically endorsed on to the policy.

**25. Successors and Assignments**

Each party binds itself, and any partner, successor, executor, administrator, or assign to this Agreement. Neither City nor Agent shall assign or transfer their interest or obligation hereunder in this Agreement without written consent of the other. Agent must seek and obtain City's written consent before subcontracting any part of the work required of Agent under this Agreement. Any assignment, transfer or subcontract attempted in violation of this Agreement shall make the Agreement void.

In the event Agent assigns, transfers or subcontracts any of the work contemplated or necessitated by the terms of this Agreement to some third party, Agent will ensure that said third party is made subject to all the terms and conditions of this Agreement.

**26. Professional Services**

The City requires that services provided pursuant to this agreement shall be provided to the City by an Agent that does not represent clients on matters contrary to City interests.

Further, Agent shall not engage services of an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests.

**27. Records**

Agent shall retain all books, documents, papers and records that are directly pertinent to this Agreement for at least three years after final date of this Agreement and all pending matters are closed. Agent shall allow City, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

**29. Force Majeure**

Neither City nor Agent shall be held responsible for delay or default caused by fire, riot, acts of God, war or similar events or occurrences where such event or occurrence was beyond the reasonable control of City or Agent respectively. Agent will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the case, diligently pursue performance of its obligations under this Agreement.

**30. Authorization**

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

**Request for Proposal - RFP # 400-09-10  
INSURANCE AGENT/BROKER SERVICES  
EMPLOYEE BENEFIT INSURANCE**

**LIST OF REFERENCES**

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**IMPORTANT: This form must be returned with the bid proposal form.**

1. Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Contact Person/Title \_\_\_\_\_

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

2. Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Contact Person/Title \_\_\_\_\_

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

3. Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Contact Person/Title \_\_\_\_\_

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

Name of Company \_\_\_\_\_

Please print or type

Authorized Signature \_\_\_\_\_

(Additional References may be included in Proposal)

**CITY OF PRINEVILLE**  
**Request for Proposal – RFP # 400-09-10**  
**INSURANCE AGENT/BROKER SERVICES**  
**EMPLOYEE BENEFIT INSURANCE**

**DRUG FREE WORKPLACE CERTIFICATION**

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In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Company Name (please print)

\_\_\_\_\_  
Authorized Signature

**CITY OF PRINEVILLE**  
**Request for Proposal – RFP# 400-09-10**  
**INSURANCE AGENT/BROKER SERVICES**  
**EMPLOYEE BENEFIT INSURANCE**

**ADDENDUM ACKNOWLEDGEMENT**

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The undersigned acknowledges receipt of the following addendum to RFP# 402-09-10.  
(Give number and date of each.)

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Failure to submit acknowledgement of any addendum issued will be cause for rejection of bid or proposal.

\_\_\_\_\_  
Company Name (please print)

\_\_\_\_\_  
Authorized Signature

**CITY OF PRINEVILLE**  
**Request for Proposal – RFP# 400-09-10**  
**INSURANCE AGENT/BROKER SERVICES**  
**EMPLOYEE BENEFIT INSURANCE**

**PROPOSER’S CERTIFICATION**

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I have carefully examined the Request for Proposal, Instructions, Terms and Conditions, Scope of Services, Bid forms and all other documents accompanying or made a part of RFP# 400-09-10.

I hereby propose to furnish the commodity or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of sixty (60) days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this Request for Proposal is truthful to the best of my knowledge and belief. I further certify I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded this Bid/Proposal.

I further certify, under oath, that this bid/proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a bid/ proposal for the same commodity or service; no officer, employee or agent of the City of Prineville or of any other bidder/proposer interested in said bid/proposal; and that the undersigned executed this bidders/proposers certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so. The City of Prineville will not be responsible for any alleged misunderstanding of the services to be provided or any misunderstanding of conditions surrounding the performance thereof.

\_\_\_\_\_  
Name of Business

Sworn to and subscribed before me this  
Day of \_\_\_\_\_, 2009

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

\_\_\_\_\_  
Name & Title, (Typed or Printed)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Mailing Address

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Zip Code

Personally Known \_\_\_\_\_ City, State,  
-or-

(\_\_\_\_\_) \_\_\_\_\_  
Telephone Number

Produced Identification \_\_\_\_\_

Type: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Seal)

**THIS AGREEMENT is entered into between the City of Prineville, an Oregon municipal corporation, hereinafter referred to as “City,” and \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter referred to as “Agent.” All information specified in the RFP shall become part of this Agreement.**

This agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, on June 30, 2012.

AGENT

CITY OF PRINEVILLE

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

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

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

Title: City Manager

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

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

