

Request for Proposals
By the City of Homer, Alaska
For Insurance Benefit Broker and Consulting Services

MAY 28 2015

The City of Homer, Alaska is requesting proposals for an experienced and qualified Insurance Broker of Record to provide health benefits insurance and ancillary products consulting, marketing and placement services from reputable insurance carriers, finding the desired products at the most competitive price for three (3) years.

Sealed proposals will be received at the Office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska until **4:00 p.m., Friday, June 19, 2015**. The time of receipt will be determined by the City Clerk's time stamp. **Proposers are required to be on the Plan Holder's List to have their proposals evaluated by the committee.**

Plan holder registration forms, and Plans and Specifications are available on line at <http://www.cityofhomer-ak.gov/rfps>. All proposers must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive. Please direct proposal submission questions no later than June 8, 2015, to Andrea Browning, Personnel Director, by fax to (907) 235-3148 or by email to abrowning@ci.homer.ak.us

The City reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award a contract to the respondent that best meets the selection criteria and the City's needs.

Dated this 28th day of May, 2015.

CITY OF HOMER



Katie Koester, City Manager

Homer Tribune – June 3, 2015
Homer News – June 11, 2015
Account Number – 100-0110-5227

REQUEST FOR PROPOSAL



City of Homer
2015 Benefit Broker/Consultant

RFP #

Release Date: May 28, 2015
Due Date: June 19, 2015 no later than 4:00 PM



City of Homer

www.cityofhomer-ak.gov

491 East Pioneer Avenue
Homer, Alaska 99603

(p) 907-235-8121

(f) 907-235-3140

REQUEST FOR PROPOSAL

2015 Benefit Broker/Consultant

The City of Homer hereby invites qualified firms to submit proposals to provide health benefits consulting.

Proposal packets may be obtained beginning May 28, 2015 at the Clerk's Office, 491 E. Pioneer Ave Homer, Alaska 99603 (907) 235-3130. Electronic proposal documents are also available by contacting the Clerk's Office.

Five (5) complete sets of the proposal package are to be submitted to the City of Homer, Clerk's Office, 491 E. Pioneer Ave Homer, Alaska 99603. These forms must be enclosed in a sealed envelope with the proposer's name on the outside and clearly marked. Faxed or emailed proposals will not be accepted. Proposals received after the time fixed for receipt of the Proposal shall not be considered.

PROPOSAL: 2015 Benefit Broker/Consultant

DUE DATE: June 19, 2015 no later than 4:00 PM

REQUEST FOR PROPOSAL

2015 BENEFIT BROKER/CONSULTANT

1.0 GENERAL INFORMATION

1.1 Purpose

The City of Homer is seeking proposals for an Insurance Broker of Record to provide health benefits insurance and ancillary products consulting, marketing and placement services from reputable insurance carriers, finding the desired products at the most competitive price for a period of three (3) years.

1.2 Background

The City of Homer, located in Homer, Alaska is a first class municipality with over 100 employees who work in areas of police, fire, public works, community development, water distribution, finance, library services, administration as well as parks and recreation. Currently, the City of Homer provides life, medical, dental and vision benefits for approximately 100 employees.

1.3 Questions

Any questions regarding this proposal are to be submitted in writing to the Personnel Department by no later than 5:00 p.m. local time on June 8, 2015. Questions may be faxed to 907-235-3148 or emailed to personnel@cityofhomer-ak.gov. The subject line of the email must read: "Questions: RFP for 2015 Benefit/Broker Consultants".

Verbal requests for information will not be accepted. Questions or requests for clarification directed to any employee or elected official of the City of Homer other than the Personnel Director may be grounds for disqualification of a proposal. All questions will be compiled, answered and distributed to all prospective proposers.

1.4 Preparation Costs

The City of Homer shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal, each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

1.5 Insurance Requirements

Respondents must maintain a current errors and omissions insurance policy along with general liability insurance policy applicable to employee health benefits consulting in an amount not less than \$5,000,000 per occurrence. Coverage must be maintained throughout the term of the contract. Evidence of this coverage will be required prior to implementation of a contract with the City of Homer.

The City of Homer will be noted as an additional insured on all policies except where prohibited.

1.6 Term of Services

The effective date of the negotiated contract shall be on or about July 15, 2015. It is the City of Homer's intention to obtain the services of a broker for a period of three (3) years. At the end of such period, the broker's performance will be reviewed by the City of Homer Health Insurance

Program administrators who will determine at that time whether or not it is in the best interest of the City of Homer to again seek competitive proposals or to continue with the incumbent broker for an additional three (3) year period. However, the City of Homer must reserve the right to terminate the services of the broker upon any anniversary date should said services prove to be unsatisfactory. City of Homer must also reserve the right to seek insurance coverage from other sources at any time should the servicing broker be unable to place coverage at any time.

2.0 RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

2.2 Proposal Acceptance Period

Award of this proposal is anticipated to be announced within thirty (30) calendar days, although all offers must be complete and irrevocable for sixty (60) days following the submission date.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Consultant is announced. At that time, the selected proposal is open for review by the competing proposers, excluding any tabulations and evaluations thereof. After the award of the Contract, all proposals will then become public information.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straight forward, concise delineation of the proposers' capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on:

- a. Conformance to the RFP instructions;
- b. Responsiveness to the RFP requirements;
- c. Completeness and clarity of content.

2.5 Signature Requirements

All proposals must be signed. A proposal may be signed by: an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership or limited liability company; an owner of an individually-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2.6 Proposal Submission

Five (5) copies of the complete proposal package are to be submitted no later than 4:00 p.m. local time on June 19, 2015 to the Clerk's Office, 491 E Pioneer Ave, Homer, Alaska 99603. Proposals shall be completely sealed in an envelope clearly marked with the company name. The City of Homer reserves the right to establish any and all elements or terms of this proposal. All proposals submitted shall be binding upon the contractor if accepted by the City of Homer.

2.7 Tax Compliance

City of Homer Code requires that businesses or individuals contracting to do business with the City of Homer be in compliance with City of Homer tax provisions. No contract will be awarded to any individual or business found to be in violation of the City of Homer Code of Ordinances in several areas of taxation.

2.8 Licenses and Certifications

Proposers shall include with their proposals copies of all licenses, certificates, registrations and other credentials required for performance under the contract. Documentation must be current and must have been issued by or under authority of the State of Alaska or, if documentation is from an outside jurisdiction, such documentation must be accepted as valid by the State of Alaska for performance in Alaska. Such documentation shall include, but is not limited to, Alaska business license and applicable professional licenses, registrations and certificates.

2.9 News Releases

News releases pertaining to the award resulting from the RFPs shall not be made without prior written approval of the City of Homer.

2.10 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the City of Homer. One copy shall be retained for the official files of the Clerk's Office and will become public record after award of the Contract.

2.11 Oral Change/Interpretation

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the City of Homer.

Proposer shall acknowledge receipt of each addendum in the space provided on the Cost Proposal Form. Only a proposal acknowledging receipt of all addenda may be considered responsive, unless the addendum, in the opinion of the Personnel Director or the agency head, would have no material effect on the terms of the proposal. It is the proposer's responsibility to assure that it has received all addenda.

2.12 Modifications of Proposals

Modifications will be accepted by the City of Homer and binding upon the responding firm where the modification:

- a. Is received by the City of Homer at the place designated for submission of RFP responses prior to the deadline.
- b. Is sealed in an envelope clearly stating "RFP for 2015 Benefit Broker/Consultants Modification" and the name of the responding firm.
- c. Is signed by the same individual who signed the original submittal.

The modification document shall include a photocopy of each page of the original submittal that the responding firm seeks to modify, with the modification and the respondent's signature clearly set out in ink on each page. Facsimile modification documents will be accepted within a sealed envelope provided that the proposer's signature is clearly legible.

Should there be more than one submittal modification from a responding firm, the last modification received prior to the deadline shall be opened and applied to the submittal. All earlier modifications shall be returned to the responding firm unopened.

Any modification, which fails to meet any requirement of this section, shall be rejected and the submittal shall be considered as if no modification had been attempted.

2.13 Late Submissions

PROPOSALS NOT RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED IN THE COVER LETTER WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED AFTER RECOMMENDATION OF AWARD.

2.14 Withdrawal of Proposals

At any time prior to the scheduled closing time for receipt of RFP submittals, any responding firm may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the written consent of the City of Homer.

2.15 Acceptance – Rejection of Proposals

The City of Homer may reject any or all proposals if the City Manager determines that it is in the best interest of the City of Homer, and may waive irregularities, other than the requirements for timeliness and manual signature, if the irregularities do not affect the competitive advantage of any proposer. If any proposer has interest in more than one proposal, all proposals in which such proposer has an interest shall be rejected.

2.16 Choice of Law and Jurisdiction

The laws of the State of Alaska shall govern this RFP, and any legal action brought thereon shall be filed in the trial courts for the State of Alaska in the Third Judicial District at Homer, Alaska.

3.0 **SCOPE OF WORK**

The scope of the services provided by the insurance broker shall include the following:

Analytical Services

Design of health care plans, cost-containment and other plan design recommendations

- a. Review benefit designs and compare to Client's strategic objectives. Recommend modifications where appropriate.
- b. Evaluate the impact of plan modifications on employees and the potential savings to Client.
- c. Evaluate alternate carriers and product offerings, FSA's, HRA's, etc.

- d. Assist with COBRA vendors & implementation materials (if not provided through primary insurance carrier)
- e. Provide benefit benchmarking, as appropriate.
- f. Provide any other services that are usual and necessary for prudent administration of the City of Homer's benefits program.

Preparation of bid specifications (RFP) (as needed)

- a. Consult with Client to establish objectives for market review and identify potential carriers or vendors.
- b. Assemble benefit, rate and claim data for inclusion in RFP.
- c. Deliver RFP to selected vendors and provide any requested additional information.

Analysis of proposals and presentation of findings

- a. Receive proposals and prepare a bid analysis, including recommendations
- b. Compare costs, funding, benefits, contracts, negotiated provider discounts, employee network disruption issues, financial strength and anticipated service level for each carrier or vendor, as appropriate.
- c. Present recommended carriers or vendors. Recommendation supported by detailed analysis.
- d. Organize finalist meetings, if necessary

Renewal and negotiation

- a. Evaluate carrier underwriting practices.
- b. Negotiate with carriers based on internal underwriting analysis and market trends.
- c. If new carriers or providers are selected, assist in development of administrative procedures, review contracts, agreements, booklets, and other associated forms necessitated by the transfer.

Reporting/Service Meetings

- a. Claims and utilization reporting or summary.
- b. Review of annual accounting (as appropriate).
- c. Benefit Resource Center Reports

Account Management Services

Contract Review

- a. Perform contract and Benefit Booklet review for each brokered plan

Council Meetings

- a. Preparation for and attendance at Council and other appropriate meetings for the purpose of explaining status reports and recommended changes or courses of action;

Employer/Employee Communications

- a. Assist in conducting employee meetings to discuss benefit topics

- b. Consolidated Benefit Summary distributed annually
- c. Technical Bulletins as needed

Compliance & Tax Reporting

- a. Provide plan compliance materials as required by the Employee Benefits Security Administration
- b. ACA Compliance Services
- c. ERISA, IRS, DOL, ADA, FMLA, State of Alaska DOI Compliance Services

4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the following manner:

4.1 Letter of Transmittal

- a. Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.
- b. List name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.
- c. The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.

4.2 Experience/Qualification

- a. Detail the firm's experience in the same or similar areas of expertise, stability, and its adaptability to providing the required services. Provide how the firm will support the City of Homer in plan review, RFP analysis, contract negotiation/ implementation, and ancillary benefits.
- a. Describe your experience with public sector plans and include at least three (3) references for which your firm has provided the same or similar services. Include a point of contact, telephone number, e-mail address, and a brief description of the services provided.
- c. Identify key project staff and sub-consultants expected to provide services on behalf of the firm.

4.3 Available Resources/Consultant Location

Provide information on resources available to your firm, which indicates that you have access to the services necessary to perform the work.

Describe the firm's location where the primary services are to be provided and the ability to meet in person with Department personnel when required during the performance of the contract.

4.4 Methodology and Approach

Provide detailed information on the firm's methodology in meeting the scope of work requirements identified in Section 3.0. Describe overall approach to include any special considerations, which may be envisioned.

Detail the firm's ability to assist the City of Homer in securing coverage as needed for health coverage, life insurance and other policies currently in place for the City of Homer benefits program.

4.6 Fee Schedule

Under a separate cover, submit one copy of a fee schedule for all services. The broker's compensation shall be on a flat fee basis, as mutually agreed to by the City of Homer and the Broker. Said fee shall be paid annually either in one lump sum or in increments mutually agreed to by the City of Homer and the Broker, upon delivery to the City of Homer of the appropriate contract, to include any necessary and/or required endorsements.

5.0 EVALUATION AND CRITERIA PROCESS

A committee of individuals representing the City of Homer will perform evaluation of the proposals. The committee will rank the proposals as submitted. The City of Homer reserves the right to award a contract solely on the written proposal. The City of Homer also reserves the right to request oral interviews with the highest ranked firms (short list). The purpose of the interviews with the highest ranked firms is to allow expansion upon, and possible refinement of, the written responses. If interviews are conducted, a maximum of three (3) firms will be short-listed. A second score sheet will be used to score those firms interviewed. The final recommendation for selection will be based on the total of all evaluators scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first.

The evaluation committee will forward a recommendation for contract award based on points awarded. The firm, whose proposal is ranked highest, may be invited to enter into final negotiations with the City of Homer for the purposes of contract award.

5.1 Criteria

The criteria to consider during evaluations, and the associated point values, are as follows:

1.	Experience/Qualifications	20 points
2.	Key Staff/Sub-consultants	10 points
3.	Quality of Written Proposal	20 points
4.	Available Resources	10 points
5.	Methodology/Approach	20 points
6.	Cost	<u>20 points</u>

Total Points Available	100 points
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5.2 Qualitative Rating Factor

Firms will be ranked using the following qualitative rating factors, excluding cost, for each RFP criteria-

1.0	Outstanding
.8	Excellent
.6	Good
.4	Fair
.2	Poor
0	Unsatisfactory

The rating factor for each criteria category will be multiplied against the points available to determine the total points for that category.

6.0 SELECTION PROCESS

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the City of Homer. If an agreement cannot be reached with the highest ranked Proposer, the City of Homer shall notify the proposer and terminate the negotiations. If proposals are submitted by one or more other proponents determined to be qualified, negotiations may then be conducted with such other proposers in the order of their respective rankings. This process may continue until successful negotiations are achieved. The City of Homer reserves the right to reject any and all proposals submitted.

8.0 SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS

In addition to carefully reading all of the information in the RFP, all Proposers must carefully read and review the attached sample contract. The successful Proposer shall be required to enter into a Contract with the City of Homer, which will be substantially similar to the sample.

Therefore, the Proposer must make any proposed changes to the sample Contract consistent with Section 1.3 of this RFP

IF NO CHANGES ARE MADE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SAMPLE CONTRACT. IF THE RESPONDENT MAKES CHANGES, SUCH CHANGES WILL BE CONSIDERED IN ANY NEGOTIATIONS WITH THE CITY OF HOMER. CHANGES MADE TO THE SAMPLE CONTRACT SHALL NOT BE CONSIDERED DURING PROPOSAL EVALUATIONS.

PROFESSIONAL SERVICES AGREEMENT
FOR
2015 BENEFIT BROKER/CONSULTANT

THIS AGREEMENT made and entered by and between the CITY OF HOMER and _____.

Section 1. Definition. In this Agreement:

1. The term "Consultant" means _____.
2. The term "City Manager" means the City Manager of the City of Homer or his authorized representative.

Section 2. Scope of Services. The Consultant shall perform all the services provided for by this Agreement:

See Attachment A, incorporated by reference as if fully set forth herein.

Section 3. Personnel. Personnel shall be limited to _____.

Section 4. Time of Performance. The services of the Consultant shall commence on or around July 15, 2015, and shall terminate on July 31, 2018. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 5. Compensation.

- A. Subject to the provisions of this Agreement, the City of Homer shall pay the Consultant a total sum for all services and expenses for the term of this Agreement not exceeding the sum of \$_____.
- B. Except as otherwise provided in this Agreement, the City of Homer shall not provide any additional compensation, payment, service or other thing of value to the Consultant in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this agreement, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City of Homer.

Section 6. Method and Time of Payment.

- A. Payment shall be made within 30 calendar days from receipt of an approved invoice.
- B. Any expenditures identified as reimbursable under the request for proposal shall be included with the billings for professional services. Billing shall include a summary of expenditures to date by line item categories (e.g., personal services, travel, lodging, telephone, mail, photography, and photo copies). Documentation of expenditures need not be submitted with billings but must be retained by the Consultant in the event the City of Homer requests said documentation.
- C. No payment will be disbursed until the completed task and associated expenditures have been approved by the City of Homer.
- D. All invoices must be submitted in duplicate and addressed as follows:

City of Homer
Attn: Personnel
491 E. Pioneer Ave
Homer, AK 99603

- E. It is expressly understood and agreed that in no event shall the total compensation due the Consultant exceed \$_____.

Section 7. Ownership. All finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement are the property of the City of Homer.

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City of Homer shall have the right to terminate this Agreement by giving written notice to the Consultant of termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the City of Homer and shall be delivered to the City of Homer by or upon the effective date of termination. The Consultant shall be entitled to receive compensation only for work completed to the City of Homer's satisfaction in accordance with the terms of this Agreement.

Section 9. Termination for Convenience of City of Homer. The City of Homer may terminate this Agreement at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8, above, are the property of the City of Homer and shall be delivered to the City of Homer by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of this Agreement only for work completed to the City of Homer's satisfaction in accordance with the terms of this Agreement. If this Agreement is terminated due to the fault of the Consultant, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

Section 10. Causes Beyond Control. In the event the Consultant is prevented by a cause or causes beyond control of the Consultant from performing any obligation of this Agreement, nonperformance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Consultant liable for damages or give rights to the cancellation of this Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Consultant from performing the terms of this Agreement. Events which are peculiar to the Consultant and would not prevent another Consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The City of Homer will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

Section 11. Modifications.

- A. The parties may mutually agree to modify the terms of this Agreement. Modifications to this Agreement shall be incorporated into this Agreement by written amendments.
- B. It is expressly understood that the City of Homer may require changes in the scope of services and an unreasonable refusal by the Consultant to agree to modification in the scope of services will be the basis for termination of this Agreement for cause. It is expressly understood that the total amount of compensation for successful performance

of this Agreement will not be modified, under any circumstances, without prior written approval of the City of Homer.

Section 12. Interest of Members of City of Homer and Others. No officer, member or employee of the City of Homer and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City of Homer thereto; provided, however, that claims for money due or to become due to the Consultant from the City of Homer under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City of Homer, or the Consultant shall be responsible to the City of Homer for any moneys due the assignee of this Agreement which are paid directly to the Consultant.

Section 14. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 15. Findings Confidential. To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City of Homer requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City of Homer.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City of Homer shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 17. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Homer. The law of the state of Alaska shall govern the rights and obligations of the parties.

Section 18. Non-Waiver. The failure of the City of Homer at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City of Homer thereafter to enforce each and every protection hereof.

Section 19. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable federal, state, and local regulations including, but not limited to, those laws related to wages, taxes, social security, workers compensation, nondiscrimination, licenses, and registration requirements. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 20. Agreement Administration.

- A. The Personnel Director, or her designee, will be the representative of the City of Homer administering this Agreement.
- B. The services to be furnished by the Consultant shall be administered, supervised, and directed by the Personnel Director. In the event that the individual named above or any of the individuals identified in the proposal to perform work under this Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to written approval of the City of Homer.

Section 21. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 22. Defense and Indemnification. The Consultant shall indemnify, defend, save and hold the City of Homer, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees resulting from Consultant or Consultant's officers, agents, employees, partners, attorneys, suppliers, and subconsultants' performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City of Homer or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Consultant shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City of Homer, its agents, or employees. Consultant and subconsultants shall also not be required to defend or indemnify the Owner for damage or loss that has been found to be attributed to an independent contractor directly responsible to the City of Homer under separate written contract.

Section 23. Interpretation and Enforcement. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 24. Relationship of the Parties. The services to be rendered under this Agreement are those of an independent contractor. The Consultant will not at any time directly or indirectly act as an agent, servant or employee of the City of Homer or make any commitments or incur any liabilities on behalf of the City of Homer without the City of Homer's express consent. The City of Homer shall not supervise or direct the Consultant except as set forth in this agreement.

Section 25. Insurance. Consultant and all subconsultants, if any, shall be responsible for the purchase and maintenance of minimum insurance coverage as specified in paragraphs A and B of this section.

This insurance coverage shall be in acceptable form, and for the amounts specified by the City of Homer, or as required by law, whichever is greater.

This insurance coverage shall remain in effect for the life of this Agreement and shall be a part of the contract price. This insurance shall be primary and exclusive of any other insurance carried by the City of Homer.

- A. Professional Liability: \$5,000,000 combined single limit per occurrence. The general aggregate limit shall be at least \$5,000,000. The professional liability insurance shall be maintained in effect until final acceptance by the City of Homer of the completed project. If the professional liability insurance is written on a claims made form, the Consultant

shall provide insurance for a period of two years after final payment of this Agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

- B. Commercial general/automobile liability insurance shall not be less than \$5,000,000 combined single limit bodily injury and property damage per occurrence.
- C. Worker's compensation per Alaska State Statutes and employers liability insurance at a limit of \$1,000,000 shall be provided for all employees who are performing work under this Agreement.
- D. Certificate(s) of insurance as described in paragraphs A, B, and C of this section shall be provided by Consultant, and certificates as described in paragraphs B and C by all subconsultants, or their insurance companies or their agents. The City of Homer shall be named as an additional insured on the policies specified in paragraph B for the work specified in this Agreement. Certificates of insurance, acceptable in form and content, will be delivered to:

City of Homer
Personnel Department
491 E Pioneer Ave
Homer, AK 99603

- E. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in this Agreement, without thirty (30) days prior written notice to the City of Homer. Notice of cancellation, material change in coverage, or intent not to renew will be delivered to the address designated in paragraph D of this section. Cancellation or material change in insurance coverage without written authorization by the City of Homer is a material breach of this Agreement, and subjects this Agreement to termination for cause under Section 8.
- F. Upon renewal or change in policies during this Agreement, certificates of insurance shall be delivered to the address designated in paragraph D of this section.

Section 26. Severability. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 27. Understanding. The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 28. Notices. Any notice required pertaining to the subject matter of this Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following addresses:

City of Homer:

491 E Pioneer Ave
Homer, AK 99603

Consultant:

- A. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Consultant is in arrears of any taxation, lease or rental agreement that is due to the City of Homer that is not remedied within ten (10) calendar days of notification by regular mail.
- B. The City of Homer reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City of Homer taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an agreement between the City of Homer and the same.

CONSULTANT

By: _____
Title: _____
Dated: _____

By: _____ *

Title: _____

Dated: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

City of Homer Manager

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, the City of Homer Manager, an Alaska municipal corporation, for and on behalf of the corporation.

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

* Second corporate officer

The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by (name) _____, the (title) _____ of (name of
corporation) _____ for and on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by (name) _____, the (title) _____ of (name of
corporation) _____ for and on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by (name) _____, (partner or agent) _____ of (name of
partnership) _____ for and on behalf of the partnership.

Notary Public for State of Alaska
My Commission Expires: _____

CITY OF HOMER
2015 BENEFIT BROKER/CONSULTANT

COST PROPOSAL

In submitting this proposal, we certify that we have examined the specifications documents, have received Addenda Nos. _____, and have included their provisions in our proposal. If awarded a contract under this proposal, we hereby agree to the terms set forth in the specifications documents and all addenda identified on this proposal.

TOTAL LUMP SUM

on annualized basis, for all professional services required:

\$ _____
Numerical amount

Dollars

Written Amount

Firm Name

Address

City

State

Zip

Telephone

Fax

E-mail address:

Representative

Title

Signature

Date

Cost Proposal is to be submitted in a separate sealed envelope