

TREMONTON CITY REQUEST FOR STATEMENT OF QUALIFICATIONS FOR  
**INDEPENDENT HEALTH INSURANCE BROKER SERVICES**

August 16, 2016

Statements of Qualifications are due by:  
**Friday, September 30, 2016**  
**5:00 p.m.**

SEND OR DELIVER SIX (6) COPIES OF THE STATEMENT OF QUALIFICATIONS TO:  
City Recorder's Office  
Linsey Nessen, Acting City Recorder  
102 South Tremont Street  
Tremonton, UT 84337

SEND TECHNICAL INQUIRIES TO:  
Shawn Warnke, City Manager  
102 South Tremont Street  
Tremonton, UT 84337  
Phone: 435-257-9504  
Email: [swarnke@tremontoncity.org](mailto:swarnke@tremontoncity.org)

***IMPORTANT NOTICE TO ALL RESPONDENTS: Tremonton City reserves the right to: disqualify incomplete Statement of Qualifications, waive minor defects as it deems applicable in the written Statement of Qualifications, request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the Respondents, reject any or all Statement of Qualifications, without penalty, and take any steps necessary to act in the City's best interest. The City also reserves the unilateral right to order, in writing, changes in the work within the scope of services and changes in the time of performance of the services. Statement of Qualifications will not be considered for award if received by Tremonton City after the official closing date and time.***

## **PART I – SERVICES.**

### REQUEST FOR STATEMENT OF QUALIFICATIONS

Tremonton City is requesting Independent Health Insurance Brokers to submit Statement of Qualifications to provide professional services for the management of Tremonton City's employee health benefits programs.

It is the City's intent to secure an Independent Insurance Broker that can: 1) secure the most competitive rates from insurance providers by going to market with the City health related insurance lines; and 2) provide the ancillary services to assist the City in providing and managing health benefits. An Independent Insurance Broker is a broker that does not have any contractual obligations to use the products of a particular Insurance Provider for such products as: medical insurance; pharmacy insurance; dental insurance; vision insurance; life insurance; short and long term disability; long term care insurance; accidental death and dismemberment insurance. Insurance Brokers may have contractual relationships with administrative service providers such as COBRA administration companies; high deductible qualified health plans administration companies; and flexible spending accounts administration companies; etc; contractual relationships with administrative insurance providers does not jeopardize the independence of an Insurance Broker. It is the City's intent to retain an Independent Insurance Broker to market the City's health related insurances to all insurance providers and negotiate and secure the best rates available in the City's behalf and to provide the most robust ancillary services in providing and managing health benefits.

It is the City's intention to select an Independent Insurance Broker through the Statement of Qualifications process. Once the City has chosen an Independent Insurance Broker through this process, the City will work with the successful Insurance Broker to solicit and receive bids from various local, regional, and/or national carriers/providers for the services listed in the INTRODUCTION and SCOPE OF WORK sections.

### INTRODUCTION

Tremonton City has approximately 44 benefited employees. With ongoing increases in health care costs, the City is desirous to find an Independent Insurance Broker to broker the following benefits, collectively referred to as the Employee Benefits Program (**hereafter referred to as EBP**). Listed below is the City's current or desired insurance types and the City's current insurance provider.

| <b>Insurance Type</b>                        | <b>Current Insurance Provider</b> |
|--|-----------------------------------|
| ○ Medical Insurance                          | Cigna                             |
| ○ Traditional Health Plan                    | Cigna                             |
| ○ High Deductible Qualified Health Plan      | Cigna                             |
| ○ Pharmacy Insurance                         | Cigna                             |
| ○ Dental Insurance                           | Cigna                             |
| ○ Vision Insurance                           | EyeMed                            |
| ○ Life Insurance                             | Lincoln Financial Group           |
| ○ Short Term Disability                      | Self-Funded                       |
| ○ Long Term Disability                       | Lincoln Financial Group           |
| ○  |                                   |
| ○ Accidental Death & Dismemberment Insurance | Lincoln Financial Group           |
| ○ COBRA Administration                       | GBS Benefits                      |
| ○  |                                   |
| ○ Health Savings Accounts                    | HealthEquity                      |
| ○ Flexible Spending Accounts                 | NBS Benefits                      |
| ○ Accident and Critical Illness Plans        | Allstate                          |
| ○ Legal and Identity Theft Protection Plans  | Legal Shield                      |

## SCOPE OF SERVICES

Tremonton City is requesting an Insurance Broker to perform the primary services, which include the following:

- **Bids from Insurance Providers.** Oversee the preparation and process of “bids” for existing and additional products necessary to implement the Employee Benefits Program (EBP). Evaluate the submitted “bids” by insurance providers and explain their evaluation to City Staff and elected officials.
- **Negotiate Contracts.** Negotiate contracts to include, but not limited to, the following: Medical/Pharmacy Insurance; Dental Insurance; Vision Insurance; Life Insurance; Short and Long Term Disability; Accidental Death and Dismemberment; COBRA Administration; Health Savings Accounts; and Flexible Spending Accounts.
- **Consult.** Advise and consult the City in reviewing contracts, plan documents, liability, benefit structure, federal laws such as the affordable health care act, personnel policies relating to benefits, insurance policies and other documents for applicability, accuracy and consistency. Prepare and deliver necessary reports to Tremonton City associated with City’s EBP.
- **Compliance.** Manage Tremonton City’s EBP on a continuing basis to ensure that all plans are in compliance with federal and state laws and industry standards.
- **Current Industry Practices.** Monitor, notify and provide information on pending or new legislation and changes in laws, as well as benefit and funding trends that may affect the EBP. Advise Tremonton City of market and benefit trends in Utah; recommend alternative benefit designs or delivery systems as dictated by emerging plan costs or benefit practices.
- **Reports.** Prepare any necessary reports concerning trends, utilization, costs, and actuarial services, including projecting funding needs for the upcoming fiscal year.
- **Train City Administration.** Provide formal training sessions to City Staff that are involved with the administration of the EBP on such issues as changes and compliance of federal and state laws, emerging trends, best practices, etc.
- **Educate Employees.** Provide employees with education or reference materials associated with the City’s EBP. Facilitate the City’s open enrollment and provide employees with an overview of changes in the City’s EBP. Orient new employees to Tremonton City EBP as needed.
- **Advocate.** Be an advocate for Tremonton City and its employees in working with insurance providers to ensure compliance with insurance contracts and in dispute resolutions involving employee’s claims and other matters.
- **Cost Containment.** Assist Tremonton City in the containment of EBP costs and make recommendations to change EBP that meet the objectives of Tremonton City of preserving benefits and cost containment.
- **Special Projects.** Perform special projects as requested by Tremonton City, which may include, but is not limited to, the following: develop and assist in implementation of new insurance plans; and, assist with special employee communication projects, which may result from legislative or regulatory changes.

Tremonton City is also interested in ancillary services that Insurance Broker may provide without cost to the City. Such services may include, but are not limited to, the following:

- Development of the City’s organizational culture and structure.
- Health wellness programs.
- Strategic human resource planning.
- Employee communication and relations.
- Development of Personnel Policies and Procedures.
- Performance evaluations.
- Assistance with staffing and recruiting issues involving the employee search and selection.
- Employment law compliance.
- Assistance with compensation program design.
- Compensation & benefits surveys.

- Human Resource audits & effectiveness studies.
- Assistance performance management.
- Onsite and offsite trainings for the City's Department Heads & employees on human resource/health care etc.
- Other services that may be provided by the Insurance Broker.

#### LICENSES

The City will require that the Insurance Broker has all professional licenses to perform work on behalf of Tremonton City.

#### TIMEFRAME

The City's insurance provider contracts renew on July 1, 2017 and last until June 30, 2018. The Independent Insurance Broker will perform all necessary work required to negotiate insurance coverage with insurance providers commencing July 1, 2017. It is anticipated that the selected Insurance Broker, as a result of this process, would commence becoming the Broker of record for the City in January of 2017.

Tremonton City reserves the right to immediately terminate the relationship with the Insurance Broker at any time for the convenience of Tremonton City, without penalty or recourse, by giving written notice. It is the City's intent to establish a partnership with the Insurance Broker to provide services for a longer period of time.

#### COMPENSATION

The City will not directly compensate the Insurance Broker for services provided. The Insurance Broker will be designated as the sole source Insurance Broker for Tremonton City.

It is the City's intent to select an Independent Insurance Broker that does not have any contractual relationships with insurance providers other than administrative insurance providers (COBRA administration companies; high deductible qualified health plans administration companies; and flexible spending accounts administration companies; etc.). The City will terminate its relationship with any Insurance Broker that is not truly independent and steers the City to an insurance provider based solely, or in part, upon the fee that the Insurance Broker may receive from one specific insurance provider versus a competing insurance provider. It is anticipated that the Insurance Broker will take the standard commissions from the Insurance Provider and the City shall require the Broker to disclose their fees paid by the Insurance Carriers.

## **PART II – RESPONDING TO REQUEST FOR STATEMENT OF QUALIFICATIONS.**

### STATEMENT OF QUALIFICATIONS DEADLINE

Please send or deliver six (6) copies of Statement of Qualifications in a sealed envelope properly addressed to Tremonton City care of Linsey Nessen and clearly marked with 1) “Sealed Statement of Qualifications for Health Insurance Broker” and 2) Insurance Broker’s name and address on the envelope. Tremonton City will not be responsible for late delivery of improperly addressed envelopes. All Statement of Qualifications must be completed in ink or typewritten. Fax and email copies will not be accepted. Responses must be received in the Tremonton City Records Office for consideration no later than **5:00 p.m., Friday September 30, 2016**. Statement of Qualifications received after this date will be disqualified regardless of postmark. All materials become the property of Tremonton City and may be returned at Tremonton City’s option.

### STATEMENT OF QUALIFICATIONS OPENINGS

Statement of Qualifications shall be opened in private by two representatives from the Recorder’s Office. The statements shall not become public information until after the selection has been made.

### INSTRUCTION FOR RESPONDING TO THIS REQUEST FOR STATEMENTS OF QUALIFICATIONS

It is incumbent upon each Respondent to carefully examine these specifications, terms and conditions contained in this document. Any clarification or additional information shall be made in writing to the appropriate person called out on the cover page. When appropriate, the City will respond through written means.

If it becomes necessary to revise or amend any part of this Request for Statements of Qualifications, notice will be given to all Respondents who are registered. To register please send an email to [lnessen@tremontoncity.org](mailto:lnessen@tremontoncity.org) with contact information sufficient to forward any amendments. Respondents must acknowledge receipt of the amendment in their Statement of Qualifications. Each Respondent should ensure that they have received all amendments to this Request for Statement of Qualifications before submitting their Statement of Qualifications. Please check the Tremonton City web site at [www.tremontoncity.org](http://www.tremontoncity.org) for any amendments.

### QUALIFICATION STATEMENTS

The Statement of Qualification shall be limited to 15 printed pages, single or double spaced, one side of the printed sheet only. Submitted Statement of Qualifications is preferred in the following format:

- I. Letter of Transmittal
- II. Executive Summary
- III. Detailed Discussion

The Respondent may add additional information (printed pages) in an appendix for which there is no page limit; however, the City emphasis in reviewing the Statement of Qualifications will be on the first 15 pages.

Statement of Qualifications shall include but not be limited to the following contents:

- **Request Services.** Explanation of Insurance Broker’s ability to provide and the quality of services offered requested in the “Scope of Services” contained in Part I – Services and any offered ancillary services provided by the Insurance Broker.
- **Areas of Consideration in the Selection Process.** Explanation of Insurance Broker’s ability to meet the “Areas of Consideration in the Selection Process” contained in Part III – Selection Process.

- **Personnel Qualifications.** Identify and provide a summary of the primary people assigned and responsible for Tremonton City's account. Include a Bio of the person or persons and the respective assigned responsibility to the account. Please include a description of the background and experience of each individual. Bio should include the number of years performing this service, education, certifications, licenses, etc.
- **Cost Containment.** Summary of ideas or strategies for the containment of EBP.
- **Tools and Resources.** Describe Brokerage's qualifications, tools, and resources that will be used to help Tremonton City evaluate and manage contracts with insurance carriers.
- **Experience with Current Providers.** Describe Brokerage's experience with the benefit providers currently utilized by Tremonton City.
- **Contractual Relationships.** Describe in general terms any contractual relationship that the Insurance Broker may have with an insurance provider that may threaten their independence to act within Tremonton City's best interest.
- **Insurance Carrier Selection Process.** Describe Insurance Broker's process on obtaining bids, evaluating and recommending insurance carriers in the selection process for any City EBP.
- **Compliance & Monitoring Qualifications.** Describe Brokerage's process of providing due diligence and compliance evaluation when complying with Federal and State benefit legislation. Describe Brokerage's resources and process to monitor ongoing state and federal changes and how the Brokerage would keep Tremonton City apprised of these changes.
- **Mandates & Trends.** Identify Brokerage's resources to identify state mandates, market trends, benchmarking data, as well as on a national basis.
- **List of Clients.** A list of clients for which the Brokerage has provided broker services, especially local governments and other political subdivisions. For each client please list the services provided and insurance companies utilized.
- **References.** Provide at least eight references of current clients in which Brokerage provide broker services. Provide for each reference: Name of City, number of employees, number of states where employees are located, contact name and title, address, and telephone number.
- **Unique Services.** Outline unique services that qualify Brokerage to serve Tremonton City.
- **Example of Analysis Report.** Provide examples of any financial analysis reports that the Brokerage will provide to Tremonton City to assist in the benefits administration management process.
- **Professional Licenses.** Provide copies of professional licenses for each individual assigned to Tremonton.
- **Public Record Law Forms.** Provide completed FORM 1 Public Records Law that is contained in this document.

#### ACKNOWLEDGMENT

By the Respondents submission of a Statement of Qualifications to Tremonton City, the Respondent is acknowledging that they understand and accept the terms contained in this Request for Statements of Qualifications.

**FORM 1 Public Records Law**

THIS FORM MUST BE COMPLETED AND RETURNED WITH STATEMENT OF QUALIFICATIONS

Upon selection of the Insurance Broker, submittals become “public records” and shall be subject to public disclosure consistent with the Government Records Access and Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your Statement of Qualifications package is (are) exempt from the Government Records Access and Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Tremonton City, City Council, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: \_\_\_\_\_

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

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

## **PART III – SELECTION PROCESS.**

### SELECTION SCHEDULE

Each Statement of Qualification will be reviewed by a Selection Committee determined by the Mayor that may include, but is not limited to, elected officials, City staff members, and invitees of the City. The Selection Committee will evaluate the Statement of Qualifications on the considerations contained in this document. The Selection Committee may conduct interviews with the top Respondents. A recommendation from this Selection Committee will be forwarded to the City Council for final selection of an Insurance Broker. The City Council may elect to conduct several interviews with the top Respondents too.

### AREAS OF CONSIDERATION IN THE SELECTION PROCESS

The selection of the successful Insurance Broker will be based upon but not limited to the following criteria listed below, in no particular order of importance:

- Demonstrated ability to provide and the quality of services offered by the Insurance Broker as enumerated in the “Scope of Services” contained in Part I – Services.
- Broker’s willingness to take the standard commissions from the Insurance Provider as their only compensation for services provided to the City.
- Overall program approach in managing and/or enhancing the Tremonton City EBP.
- Demonstrated ability to negotiate rates and benefits for past clients.
- The independence of an Insurance Broker to act within the City’s best interest.
- Personnel assigned to Tremonton City’s account, their experience and qualifications, and demonstrated abilities. Demonstrated accessibility to all personnel assigned to Tremonton City’s account.
- Demonstrated ability to provide the City with reports concerning trends, utilization, costs, and actuarial services associated with the City’s EBP.
- Demonstrated ability and materials typically provided to educate employees on the EBP.
- Demonstrated ability to be an advocate for Tremonton City and its employees in working with insurance providers to ensure compliance with insurance contracts and in dispute resolutions involving employee’s claims and other matters.
- Demonstrated ability to notify and provide information and training to the City’s administration on pending or new legislation and changes in laws, as well as benefit and funding trends that may affect the EBP.
- Determination of meeting all the requirements contained in Part IV – Requirements/Standards Governing the Bids and Statement of Qualifications.
- The Insurance Broker’s recent experience with providing services of similar size and scope to other entities (governmental entities experience preferred).
- The Insurance Broker’s ability to establish an effective working relationship with clients and satisfaction of client(s).
- All other criteria deemed pertinent by the Selection Committee and City Council in review of the Statements of Qualification.
- Compliance requested and information provided in this document.
- Professional licenses required to perform work on behalf of Tremonton City.
- Understanding of Tremonton City’s EBP and future needs.
- Demonstrated attention to detail.
- Offered ancillary services provided by the Insurance Broker.
- Other considerations as determined by the Selection Committee and City Council.

### DISCLAIMER

Tremonton City reserves the right to disqualify incomplete Statements of Qualifications, waive minor defects, as it deems applicable, in the Statement of Qualifications, to request additional information from any Respondent, change or modify the scope of the project at anytime, without any penalty,

negotiate with one or more of the Respondents, reject any or all Statements of Qualifications, without a penalty, and take any steps necessary to act in the City's best interest.

Though not likely, Tremonton City reserves the right to award the insurance brokerage services by line item or not at all.

Tremonton City reserves the right to terminate the relationship with the Insurance Broker at any time for the convenience of Tremonton City, without penalty or recourse, by giving written notice to the selected Insurance Broker.

Tremonton City shall not provide any reimbursement for the cost of developing or presenting materials in response to this Request for Statement of Qualifications.

## **PART IV – REQUIREMENTS/STANDARDS GOVERNING STATEMENT OF QUALIFICATIONS.**

**SCOPE:** The following terms and conditions, including in Part IV – Requirements/Standards Governing Statement of Qualification, shall govern the submission of Statement of Qualifications. Any conflict with the terms and conditions contained in Part IV – Requirements/Standards Governing Statement of Qualifications and any other document shall be controlled by the stricter term or condition. The City reserves the right to reject any Statement of Qualification, which takes exception to the terms or conditions in this document.

**COMPLETING STATEMENT OF QUALIFICATIONS:** Statement of Qualifications must be submitted with the required forms herein and all forms must be completed in accordance with the instructions. Any and all corrections and/or erasures must be initialed and dated by the Respondent. Each Statement of Qualifications must be manually signed in ink by an authorized Respondent and all required information must be provided. Each Respondent may submit only one (1) Statement of Qualifications.

**CONFIDENTIALITY OF STATEMENT OF QUALIFICATIONS INFORMATION:** Each Statement of Qualifications must be securely sealed to provide confidentiality of the Statement of Qualification information prior to the time when the information becomes public. The submitted Statement of Qualifications envelope must be prominently marked in the lower left hand corner “Sealed Statement of Qualifications for Health Insurance Broker”. Failure to mark Statement of Qualifications envelopes as required is cause for Statement of Qualifications at the City’s election to reject the submission as it may be inadvertently opened as routine correspondence prior to the time and date set for the Statement of Qualifications submission.

All Statement of Qualifications become public information after the Statement of Qualifications are opened and are available for inspection by the general public at the appropriate time in accordance with the Government Records Access and Management Act.

**REQUEST FOR INFORMATION:** Any request for clarification or additional information deemed necessary by any Respondent to present a proper Statement of Qualification shall be submitted in writing to Tremonton City, 102 S. Tremont St., Tremonton UT 84337. To be considered, any such request must be received in time to allow the City sufficient time to prepare and disseminate a written response. When appropriate, as determined at the sole discretion of Tremonton City, valid requests received in accordance with the foregoing will be responded to in writing from the City in the form of an addendum addressed to all prospective Respondents.

**ADDENDUM:** All changes in connection with this request for Statement of Qualifications will be issued by the City in the form of a written addendum. Signed acknowledgment of receipt of each addendum should be submitted with the Statement of Qualifications response.

**TAX EXEMPT:** Tremonton City is exempt from federal and state taxes. DO NOT include taxes in the Statement of Qualifications.

**CONDITIONAL STATEMENT OF QUALIFICATIONS:** Conditional Statement of Qualifications is subject to rejection in whole, or in part, at the sole discretion of Tremonton City.

**LATE STATEMENT OF QUALIFICATIONS AND MODIFICATIONS OR WITHDRAWALS:** Statements of Qualifications received after the date and time indicated on the cover sheet shall not be considered and may be returned (unopened if sealed) if the Respondent is identified on the Statement of Qualifications envelope. Statement of Qualifications may be withdrawn or modified in writing prior to the Statement of Qualifications submission deadline. Statement of Qualifications that are resubmitted or modified must be sealed and submitted to the City prior to the Statement of Qualifications submission deadline. After Statement of Qualifications opening, no changes in Statement of Qualifications or other provisions of Statement of Qualifications prejudicial to the interest of the City or fair competition shall be permitted.

**STATEMENT OF QUALIFICATIONS BINDING:** All Statement of Qualifications submitted shall be binding upon the Respondent if accepted by Tremonton City within ninety (90) calendar days of the Statement of Qualifications submission date. Negligence upon the part of the Respondent in preparing the Statement of Qualifications confers no right of withdrawal after the submission deadline of Statement of Qualifications.

**NEGOTIATION:** The City reserves the right to negotiate any and all elements of this Statement of Qualifications.

**TIME LIMIT:** The Respondent must successfully execute or take the necessary action required by the City within the specified time after the City’s notification. If the Respondent fails to execute or take the necessary action within

the required time, award to that Respondent may be withdrawn and an award may be made to another Respondent.

**CODES AND REGULATIONS:** All deliverables and work within the scope of this request shall be completed by the Respondent in conformance with all applicable codes and regulations.

**SAFETY:** All practices and goods furnished as a result of this request shall comply with the federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environment codes.

**NON-LIABILITY:** The Respondent shall not be liable for delay or failure to deliver services when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in Tremonton City's opinion, is beyond the control of the Respondent. Under such circumstances, however, Tremonton City may cancel the relationship if such action is deemed to be in the best interest of the City.

**ASSIGNMENT OF RIGHTS:** Successful Respondent shall not assign, transfer, convey or otherwise dispose of any rights derived from this request or its right, title or interest in or to the same, or any part thereof, without the previous written consent of Tremonton City.

**COLLUSIVE STATEMENT OF QUALIFICATIONS:** The Respondent certifies, by submission of a Statement of Qualifications, that their Statement of Qualifications is made without any previous understanding, agreement or connection with any person, firm or corporation making a Statement of Qualifications for the same products or services with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among Respondents and prospective Respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the Statement of Qualifications of such Respondent(s) void.

**CONFLICT OF INTEREST:** The award hereunder is subject to provisions of Utah State Statutes and Tremonton City ordinances and policies. All Respondents must disclose with their Statement of Qualifications the name of any officer, director, or agent who is also an employee or official of Tremonton City, Utah. Further, all Respondents must disclose the name of any Tremonton City employee or official who owns, directly or indirectly, any interest in the Respondent's firm or any of its branches.

No person involved in making the award decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use of benefit of any other person or organization from any person or organization interested in selling to the City.

**DISCLAIMER OF LIABILITY:** Tremonton City or any of its agencies will not hold harmless or indemnify any Respondent for any liability whatsoever.

**HOLD HARMLESS:** The Respondent agrees to protect, defend, indemnify, and hold Tremonton City, and its officers, council members, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission, or negligent act of the Respondent, its agents, employees or representatives, in the performance of the Respondent duties under any agreement resulting from award of this Statement of Qualifications. The Respondent further shall agree to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

**INSURANCES:** The Respondents awarded the work shall provide evidence that they have acquired and maintain comprehensive general liability coverage, including liability insurance covering the work concerned. Tremonton City and its officials, employees, and agents must be named as "additional insured" on the liability insurance policy. Tremonton City shall require evidence of Workers Compensation insurance (or evidence of qualified self - insurance) from all Respondents awarded the work. Tremonton City shall have the contractor show evidence of the contractor's Workers Compensation coverage to Tremonton City.

**ANTI-DISCRIMINATION CLAUSE:** No Respondent on this Statement of Qualifications request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

**ACCURACY OF STATEMENT OF QUALIFICATIONS:** It is necessary that any and all information presented is accurate and will be that by which the Respondent will complete the services associated with this request.

**PUBLIC RECORD:** Tremonton City is governed by the Government Records Access and Management Act (except from exemptions allowed by state law). Respondent's information or data pertinent to the Statement of Qualifications that is of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the Respondent's Statement of Qualifications. Tremonton City requests that a minimum amount of confidential material be used by the Respondent in preparing responses to the Statement of Qualifications. Materials consisting merely of general descriptive information will not be considered confidential under any circumstances.

**SUBSTITUTIONS:** No substitutions will be accepted for goods proposed after award, without the prior approval of Tremonton City.

**DISCOUNTS:** Any and all discounts must be incorporated as a reduction in the Statement of Qualifications price and not shown separately. The price as shown on the Statement of Qualifications shall be the price used in determining award or awards.

**INCURRED EXPENSES:** This Statement of Qualifications does not commit Tremonton City to make an award, nor shall the City be responsible for any cost or expenses, which may be incurred by any Respondent in preparing and submitting any offer, or expenses incurred by any Respondent.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement. All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the City's needs.

**NO WAIVER OF FUTURE RIGHTS:** No provision in this document or in the Respondent's Statement of Qualifications shall be construed, expressly or by implication, as a waiver by Tremonton City of any existent or future right and/or remedy available.

**STATEMENT OF QUALIFICATIONS DISCLAIMER:** Tremonton City reserves the right to disqualify incomplete Statement of Qualifications, waive minor defects, as it deems applicable, in the written Statement of Qualifications, to request additional information from any Respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the Respondents, reject any or all Statement of Qualifications, without a penalty, and take any steps necessary to act in the City's best interest. The City also reserves the unilateral right to order, in writing, changes in the work within the scope of the services.

**SUSPENSION & TERMINATION:** Through written notification, the City may order an immediate suspension of work with or without cause. Tremonton City reserves the right to immediately terminate the relationship with the Insurance Broker at any time for the convenience of Tremonton City, without penalty or recourse, by giving written notice.