

County of Greene, New York
REQUEST FOR PROPOSALS (RFP)
TO PROVIDE
INSURANCE BROKERAGE SERVICES
FOR THE COUNTY OF GREENE

SECTION 1: PURPOSE.

- 1.1 The County of Greene hereby requests proposals from interested and qualified brokers to provide insurance brokerage services to the County that include, but are not limited to, insurance placement and servicing, risk exposure analysis, claims assistance and claims reporting, and general advice.

SECTION 2: RECEIPT OF PROPOSALS.

- 2.1 Three (3) copies of the Proposal must be received in a sealed envelope marked "Proposal Enclosed - "Insurance Brokerage Services " no later than August 19, 2016 at 4:00 p.m. at the following address:

Tammy Sciavillo
Clerk of the Greene County Legislature
411 Main Street
Catskill, New York 12414
- 2.2 Each proposal submitted will be the document upon which the County of Greene will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the County to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the County, or participating in any selection interviews.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The County of Greene reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non responsive or conditional proposals.
- 2.6 The County of Greene reserves the right to award the work, in whole or in part, to one or more firms and individuals.
- 2.7 Any award of the work shall be conditioned on the later execution of a formal written contract. The County of Greene reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

- 2.8 The County of Greene may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.9 Proposals will be examined and evaluated by the Government Operations Committee of the Greene County Legislature and an internal committee within the County of Greene consisting of the County Administrator, County Attorney, Deputy Budget Officer and Chairperson of the Government Operations Committee.
- 2.10 During the evaluation of Proposals, the County of Greene may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATIONS OF PROPOSER.

- 3.1 Each Proposer shall provide a statement of qualifications including:
1. A brief history and description of the firm submitting the proposal.
 2. Identification of the firm's professional staff members who will be assigned to this engagement if the firm's proposal is selected. Include a resume for each such professional staff member that details qualifications, years and types of experience, education, accomplishments, and proficiency in providing insurance brokerage services. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement if the firm's proposal is selected. If the firm will be subcontracting any work, describe the tasks to be subcontracted in this section and provide the proposed subcontractor's qualifications.
 3. A signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
 4. A detailed summary of your firm's experience in providing insurance brokerage services to municipalities. Proposer shall assign and designate a specific individual from the firm to the County's account. Proposer must have and maintain an office in the State of New York, and must be licensed and authorized to do business in the State of New York.
 5. Any additional information which would serve to distinguish the firm from other firms submitting proposals.
 6. Provide at least two (2) references from similar projects, including the name, address and phone number of these references.
- 3.2 The County of Greene may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the County of Greene.

SECTION 4: SCOPE OF SERVICES.

- 4.1 The successful Proposer(s) must provide, at a minimum, the following insurance brokerage services and possess and keep in force all licenses and permits required to perform the services listed herein:
1. When instructed to do so by the County, administer the placement of coverage and provide original binders, policies and endorsements as required in the timetable specified by the County. Advise and place the County's insurance, including but not limited to: Property; Inland Marine; General Liability; Public Officers; Law Enforcement; Healthcare GL; Healthcare Professional; Worker's Comp; Foster Care; Boiler & Machinery; Auto; Cyber; Excess EQ/Flood; Umbrella.
 2. Based on the insurance coverage selected by the County, organize, develop and present to markets the County insurance coverage requirements and obtain bids from responsible insurers for that coverage. Evaluate those bids and present to the County the package of insurance policy terms, conditions and premiums that best reflects the goals and objectives of the County.
 3. Analyze proposals received from various insurance companies and other parties, negotiate changes for the benefit of the County and verify the reasonableness of the price for the coverage provided.
 4. Provide the County with a summary of various insurance program options, including but not limited to: limits, coverage(s), retention levels, terms, conditions, payment options and self-insurance.
 5. Make recommendations to the County as to the most advantageous insurance program providing the highest level of coverage at the best possible price to meet the County's needs and objectives.
 6. Provide analysis and recommendations as to the most cost effective means for addressing the County's exposures.
 7. When directed to do so, represent the County in all negotiations with insurers, underwriters and other parties with regard to the insurance program.
 8. Provide extensive review of binders and policies including verification of conformity to specifications. Request any necessary endorsements, changes, or revisions that may be required.
 9. Monitor and update coverages and place additional coverages and terminate existing coverages as required by the County of Greene.
 10. Issue certificates of insurance as required by the County of Greene within a maximum of two (2) business days of request.
 11. Consult with the County of Greene regarding the effectiveness of the program,

review proposed changes and new coverages in anticipation of the next year's insurance program, including but not limited, to the evaluation of alternative insurance and/or risk financial proposals.

12. Annually analyze similarly situated municipal government requirements for vendors and advise the County of Greene on questions of insurance both as to coverage for the County itself and as to insurance to be obtained from various contractors and agencies doing business with/for the County of Greene.
13. Advise the County of Greene whenever new coverages become available and consult with the County of Greene and/or designated representative for the County regarding the advisability of obtaining such coverages.
14. Meet with the County of Greene and discuss the coverage obtained by Broker.
15. Annually analyze where savings could be obtained within the County of Greene's coverage.
16. Establish and maintain, with the cooperation of County of Greene personnel, an up-to-date listing of all real and personal property owned and/or leased by the County of Greene and intended to be covered under any policies of insurance.
17. Analyze and recommend efficient procedures for administration of insurance and/or risk management programs by the County of Greene and provide annual insurance requirements and risk management training to the County of Greene.
18. Assure that insurance policies are placed with reputable and financially responsible insurers (based on insurance rating among other criteria), including, keeping the County informed of any changes in rating of the insurers and making recommendations should ratings change during the policy term.
19. Perform administrative and clerical services relative to account management, including but not limited to, issuance of certificates of insurance, and verification of the accuracy of bills, audits and all premium adjustments or payments.
20. Assign an Account Manager to the County who will be responsible for communication with the County and who, along with any other team members assigned, must be available on a daily basis to the County for advice and consultation on insurance program related issues and concerns.
21. Attend meetings related to the insurance program with County staff and other parties, as requested.
22. Review any related insurance company audits for accuracy.
23. Act as a liaison between the County and the carriers to resolve claims.
24. Advise the County, when requested, on coverage application to specific claims.
25. Review loss runs quarterly, provide copies of the loss runs to the County and

advise the County of any anticipated problems.

26. Provide such other services related to the insurance coverage as the County may reasonably request. Please be specific about how these services will benefit the County.
27. Indicate how your firm will be compensated for providing all of the services referenced herein.

SECTION 5: CONTRACT.

- 5.1 The selected proposer(s) will be required to execute a contract with the County of Greene. It is the intent of the County of Greene to commence the contract period for the services contemplated by this RFP upon execution, and it is anticipated that the selected proposer will be able to put in place an insurance program to commence January 1, 2017. The contract shall be for a period of three (3) years, with an option for two (2) additional one (1) year extensions.
- 5.2 Notwithstanding the foregoing, the County reserves the right to terminate the contract at any time, with or without cause, upon thirty (30) days written notice.

SECTION 6: COST PROPOSAL.

- 6.1 Sole compensation for services rendered under the award will be commissions paid to the successful Broker from insurance carriers with whom the successful Broker secures the County of Greene's insurance coverage and share that information with the County.
- 6.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must, however, provide a guarantee that no additional fees will be charged to the County of Greene without prior written consent by the County.

SECTION 7: PROPOSAL EVALUATION.

- 7.1 Proposals shall remain valid until the execution of a contract by the County of Greene.
- 7.2 Proposals shall be examined and evaluated to determine whether each proposal meets the requirements of this RFP. A recommendation will be made for a contract award based on the following criteria:
 1. Proposer's demonstrated qualifications and expertise in performing the "Scope of Services" required (as demonstrated by a review of current and historical client base, carrier relationships, work samples, etc.)
 2. The qualifications and expertise of the staff that will be directly assigned to handle the account.
 3. The size of the firm and its wherewithal to provide dedicated staff and local representation.
 4. Any propriety offerings or value added services of the Broker/Agent.

5. Past record of performance with respect to quality of work provided to comparable clientele, to include references from current and previous clients.
6. Firm's familiarity with insurance issues similar to those facing the County.
7. The wherewithal of the proposer(s) to render the requested services to the County.
8. Total proposed cost.
9. Completeness of the proposal.

7.3 Considerable weight will be given to experience in the areas required and the track record of the proposer(s).

SECTION 8: ALTERNATIVES.

- 8.1 Proposals may include alternative matters or items not specified or requested in this RFP such as modifications and refinements to the services sought by the County which may reflect unique capabilities and experience. However, all such alternative matters or items must be listed separately.

SECTION 9: INDEMNIFICATION.

- 9.1 The selected proposer will be required to defend, indemnify, and save harmless the County of Greene, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

SECTION 10: SPECIFICATION CLARIFICATION.

- 10.1 All inquiries with respect to this Request for Proposals must be received by no later than 4:00 p.m. on August 5, 2016, and shall be directed to the County of Greene Attorney's Office as follows:

Edward I. Kaplan
Greene County Attorney
411 Main Street
Catskill, New York 12414

- 10.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced in Section 10.1 above. Replies will be issued by Addenda posted on the County's website at <http://www.greenegovernment.com>. Questions received after the date mentioned in Section 10.1 will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 11: INSURANCE AND SECURITY REQUIREMENTS.

- 11.1 The selected proposer will be required to procure and maintain at their own expense the following insurance coverage:
1. General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than \$1,000,000.
 2. Professional Errors and Omissions Insurance: A policy or policies of professional errors and omissions insurance with limits of not less than \$2,000,000.
 3. Excess/Umbrella Insurance with limits of not less than \$1,000,000. Workers' Compensation Insurance with statutory limits and Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury and \$500,000 each employee for injury by disease.
- 11.2 Each policy of insurance required shall be in form and content satisfactory to the County Attorney, and shall provide that:
1. The County of Greene is named additional insured on a primary and non-contributing basis.
 2. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the County of Greene Attorney's Office.
 3. The insurance policies shall be automatically renewed upon expiration and continued in force unless the County of Greene Attorney's Office is given sixty (60) days written notice to the contrary.
- 11.3 No work shall be commenced under the contract until the selected proposer has delivered to the County or his/her designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the County, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 12: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT.

- 12.1 Each proposer shall complete and submit with its, his, or her proposal the "Non- Collusive Proposal Certificate" and the "Acknowledgment" found on the page which follows this page.

NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW
SECTION 103-D

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(date)

(signature)

(name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she (or they severally) acknowledged to me that he/she (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she resides at (give address) _____; that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____