

Request for Qualifications for Insurance Broker Services

FOR THE

City of Greenville
Greenville, North Carolina

March 7, 2019

The City of Greenville, Greenville, NC is now accepting proposals from Insurance Brokers to qualify as the "Broker of Record" for the City of Greenville Property and Casualty Insurance Program.

The City of Greenville is located in the coastal plains area of the State. The City of Greenville is a municipal corporation that is governed by an elected mayor and a six member council. As required by generally accepted accounting principles (GASB), financial statements include the operations of all funds, agencies, boards, commissions and authorities for which the City is financially accountable. The City has no component units. The entire budget document is published on the City of Greenville website, www.greenvillenc.gov.

The City, as authorized by its charter, operates its own police and fire/rescue departments, provides sanitation and street maintenance services, manages a transit system and maintains public parks and recreation facilities among other services for the citizens. In addition, the City provides electric, water, sewer and gas utilities for the incorporated area and the surrounding service area through the Greenville Utilities Commission. Greenville Utilities is not part of the Property and Casualty Insurance program for the City of Greenville, but has its own insurance program because it is a separate legal entity.

The City has the following departments:

- City Attorney
- City Clerk
- City Manager
- Community Development
 - Administration
 - Housing
 - Planning
 - Code Enforcement
 - Inspections
- Financial Services
 - Accounting
 - Purchasing
 - Receivables
- Fire/Rescue
 - Fire Prevention
 - Fire Suppression
 - Rescue

- Human Resources
 - Recruitment, Staffing, and Employment
 - Compensation and Benefits
 - Safety and Risk Management
 - Training and Development

- Information Technology
 - Munis
 - PC Support
 - GIS

- Library

- Police
 - Animal Control
 - Investigations
 - Parking Enforcement
 - Patrol
 - Professional Standards
 - Support Services

- Public Works
 - Buildings and Grounds
 - Engineering
 - Fleet Maintenance
 - Sanitation
 - Street Maintenance
 - Traffic Services
 - Transit

- Recreation and Parks
 - Aquatics and Fitness Center
 - Parks
 - Recreation
 - One Outdoor Seasonal Pool and Spray Park

The population of Greenville is 92,156

The General Fund Budget for fiscal year 2017-18 is \$82,013,799.

The number of full time employees is ± 750 with approximately 450 additional part-time employees at various times during the year, primarily in Parks and Recreation.

There are 267 Sworn Police Officers and 43 Non-Sworn support persons.

There are 161 Fire/Rescue/EMT persons in the Fire Department and 4 support persons.

Total insured property values are \$93,053,603.

The City of Greenville is currently self-insured for Workers Compensation, General Liability, (including Public Officials Liability, Police Professional Liability, Fire/Rescue/EMT Professional Liability) and Auto Liability and Physical Damage. The City has excess liability insurance over and above the self-insured/retained limit as permitted by North Carolina General Statute. All other insurance policies are primary with various deductibles by line of coverage. The intent of this Request for Qualifications for Insurance Broker Services is to choose a Broker to make recommendations to the City's Risk Management and Insurance Program and to represent the City of Greenville as the "Broker of Record" to various insurance companies as may be required.

Qualifications for the prospective Broker are as follows:

- Previous experience with governmental entity self-insurance programs.
- Technical skills and knowledge to design and recommend a program of insurance for all aspects of the City's exposure to financial loss.
- Knowledge of the insurance marketplace related to public entity insurance and any special or surplus insurance needs that may arise.
- Sufficient staff with knowledge and experience in governmental entity business and the ability to dedicate an Account Manager and Service Representatives to the City of Greenville.
- Knowledge of North Carolina General Statutes as they relate to governmental entity self-insured insurance programs.
- Ability to recommend loss picks by line of coverage to the City of Greenville Risk Manager and Risk Management Consultant.
- Ability to recommend loss control and safety programs to the various operating departments in the City.
- Ability to furnish the Risk Manager a detailed Cost of Risk study each year.

Expectations of Broker

- On-going evaluation of potential loss exposures to the City, including newly emerging exposures, such as cyber liability.
- Make recommendations to the City on appropriate insurance coverage and identify areas of non-coverage.

- Meet with the City Risk Manager prior to renewal to discuss the changes, if any, in the marketplace, pricing, evaluation of the current risk management program and necessary change to the program and a general discussion of the City's total Risk Management Program.
- Timely delivery of renewal presentation (at least 30 days in advance of renewal date).
- Ensure all new and renewal policies have been checked for accuracy and meet the terms and conditions agreed to during the pre-renewal conference.
- Promptly process all service items, such as binders, endorsements, certificates of insurance, and related responsibilities.
- Be available to assist the City in contractual hold harmless language in various City contracts.
- Be available to answer and or research insurance questions, coverage situations and act as the claims advocate for the City when dealing with an insurance company, should the need arise. It must be understood the Broker is the "Broker" for the City of Greenville and not the "Agent" for the insurance company.
- The Broker will be compensated by a negotiated fee only and receive no commission, bonus or other incentive from an insurance company, an outside broker or any other entity regarding the placement, service or anything else concerning the insurance and risk management program of the City of Greenville. If an insurance company refuses to write net of commission, all commission or other incentives must be reported to the City and reduced from the annual fee.
- The Broker will be required to submit to an audit of insurance policy premiums and remuneration and any other outside services provided by the Broker.

General Information:

- All property and casualty insurance has an anniversary date of October 1.
- The City of Greenville is not responsible for any cost associated with the preparation or delivery of the Broker proposal.
- All proposals must be received by 5:00 pm April 1, 2019, in the office of the Risk Manager, Human Resources Department, City Hall, Greenville, NC.
- Proposals may be delivered by hand, United States Postal Service, UPS, FedEx, or electronically. The various delivery addresses are:

- By USPS:
 - City of Greenville
Human Resources Department, Attention Risk Manager
PO Box 7207
Greenville, NC 27835

- By Hand Delivery, UPS or FedEx:
 - Linda McCarthy, Risk Manager
City of Greenville
200 West Fifth St.
Greenville, NC 27834

- By Electronic Delivery
 - Linda McCarthy, Risk Manager: lmccarthy@greenvillenc.gov

- The proposing Broker will be required to make an oral presentation. Oral presentations will be scheduled April 22-26, 2019. Oral presentations will be used in deciding on the selection of the "Broker of Record".

- Proposals will be evaluated based on their completeness, content, experience, knowledge of the Broker and staff, length of time in the marketplace and past experience with governmental entity insurance and risk management programs. Estimated fee will be used in the valuation criteria, but will not be the sole factor upon which the City makes its decision,

- The intent of the City of Greenville is to choose a Broker to assist in the design and implementation of a total risk management and insurance program with the ultimate goal of reducing the cost of risks. This is a request for qualifications to choose the "Broker of Record" for the City of Greenville. It is not a request for insurance proposals.

- The Broker relationship may be terminated at any time by either party upon a 30-day written notice or immediately for cause. The City of Greenville retains the right at all times to name a replacement "Broker of Record".

- The City of Greenville has the right to accept or reject any proposal received with no explanation or reasons given.

- Except for trade secrets as defined by North Carolina General Statute 66-152(3), which must be identified by the Broker-at the time of initial disclosure to the City of Greenville, proposal submittals by each Broker- become a public record upon submittal.

Information Required in Proposal

- Company Name
- Local Address
- Home Office Address
- Address and location of Account Manager and Service Representatives.
- Summary of Broker experience and knowledge in dealing with public entity risk.
- Summary of Broker experience and knowledge in dealing with self-insurance or captives.
- Summary of Broker experience in property and casualty insurance. (A résumé of past experiences and accomplishments within the last five years will suffice.)
- Listing of insurance degrees or designations held.
- Listing of five client references. It is preferred that the Broker focus the client reference list on governmental, self-insurance clients.
- Number of years in property and casualty insurance and positions held.
- Number and identification of self-insured governmental entity programs you are currently involved with or have been in the past.
- Number of employees in the firm or agency.
- Number of employees in the office that will be serving the City of Greenville.
- Identify and describe the method(s) used to keep employees current on technical skills and the marketplace.
- The Broker must reveal any actual or perceived conflict of interest that may exist between their firm or individuals in their firm and the City of Greenville, Sheppard Memorial Library, Convention & Visitors Authority or any of their officers or employees.
- Estimate the number of persons to be assigned to the City of Greenville account.
- State the fee for service.
- Broker must carry insurance agents or brokers Errors & Omissions coverage in an amount not less than \$3,000,000 per occurrence. If coverage is written on a claims-made

basis, it must be disclosed to the City of Greenville Risk Manager. If the deductible is greater than \$50,000, it must be disclosed.

- A statement that the Account Manager and all Service Representatives meet North Carolina Insurance Department requirements for and have a current North Carolina property and casualty insurance license.
- A statement that by submitting a Proposal for Insurance Broker Services, the person or entity submitting the proposal understands and agrees that any information, data, instruments, documents, studies or reports given to or prepared or assembled for the Broker by the City or its Risk Management Consultant shall be kept confidential and not divulged, made available, sold, or used for advertisement to any individual, organization, or company without prior written approval of the City of Greenville.

Please state in writing any questions or concerns and email or send through accepted mail services to:

Ms. Linda McCarthy
City of Greenville
P. O. Box 7207
Greenville, NC 27835-7207
(200 West Fifth Street, Greenville, NC, 27834)
lmccarthy@greenvillenc.gov

Additional information is available from the City of Greenville website:

www.greenvillenc.gov.

GENERAL TERMS AND CONDITIONS

1. **NON-DISCRIMINATION**: The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.
2. **NON-COLLUSION**: Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.
3. **PAYMENT TERMS**: The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S.funds.
4. **GOVERNING LAW**: Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina.
5. **ACCEPTANCE/REJECTION OF PROPOSALS**: The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all bids/proposals, and to award or not award a contract based on this proposal.
6. **E-VERIFY COMPLIANCE**: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
7. **CONFLICT OF INTEREST**: Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.
8. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**: The City of Greenville has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, located in City Hall-200 W. Fifth Street Greenville, NC. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
9. **MWBE PROGRAM: Minority and/or Women Business Enterprise (MWBE) Program** It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement

programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4462.

10. **FEDERAL LAW** : Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.
11. **TAXES**: Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.
12. **WITHDRAWAL OF PROPOSALS**: No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.
13. **SERVICES PERFORMED**: All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
14. **INDEPENDENT CONTRACTOR**: It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, workers' compensation, pension or retirement benefits.
15. **VERBAL AGREEMENT**: The City will not be bound by any verbal agreements.
16. **INSURANCE REQUIREMENTS**: Contractor shall maintain at its own expense
 - (a) **Commercial General Liability** Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured.
 - (b) **Professional Liability** insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services;
 - (c) **Workers' Compensation Insurance** as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit;
 - (d) **Commercial Automobile Insurance** applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

17. **IRAN DIVESTMENT ACT**: Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.