



GENESEE COUNTY PURCHASING
A Division of the Genesee County Controller's Office
COUNTY ADMINISTRATION BLDG
1101 BEACH STREET, ROOM 361,
FLINT, MICHIGAN 48502
Phone: (810) 257-3030
www.gc4me.com

May 7, 2019

GENESEE COUNTY REQUEST FOR PROPOSALS #19-187

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, June 6, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **INSURANCE BROKER/AGENT SERVICES**.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department or at the website www.gc4me.com.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

<i>DUE DATE:</i>	3:00 p.m. (EDT), Thursday, June 6, 2019
<i>SUBMISSION OF QUESTIONS DUE:</i>	12:00 p.m. (EDT), Monday, May 20, 2019
PROPOSAL REQUEST NUMBER:	#19-187

Derrick Jones, Purchasing Administrator

bid2\2019\19-187
Attachments

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RFP #19-187 INSURANCE BROKER/AGENT SERVICES

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, June 6, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
 2. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.
 3. **Submit one original, two paper copies and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted at the MITN site for this offering.
- A) Michigan Inter-governmental Trade Network– an alternate review of the **RFP #19-187 INSURANCE BROKER/AGENT SERVICES** can be done at:
<https://www.bidnetdirect.com/mitn>.
- a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Intergovernmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.
4. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.

5. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
6. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
7. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to indemnify and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

8. Proposal Format: Proposals must be submitted in the format outlined in SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

SECTION 2 - STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link:
<http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%202016.pdf>

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose**: Through this RFP, Genesee County ("the County") is soliciting proposals from qualified firms to market and place the County's insurance coverage and to assist the County Risk Manager in providing services in preserving the County's human and economic values.
2. **Issuing Office**: This RFP is issued by the Genesee County Purchasing Department on behalf of the Risk Management Division. The contact person is Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and djones@co.genesee.mi.us. Email is the preferred method of contact.

3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **noon, Monday, May 20, 2019** to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County no later than **Friday, May 24, 2019 before 5:00 pm.**
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 8, INFORMATION REQUIRED FROM PROPOSERS. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the proposal. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
6. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
7. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than noon, Monday, June 3, 2019, to the Genesee County Purchasing Department as listed above.
8. **Statement of Exceptions:** A standard County contract (see Exhibit 3) is included in this RFP. The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.

9. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.

SECTION 4 – MINIMUM QUALIFICATIONS OF PROPOSERS

In order to qualify for award, a proposer shall have the capability in all respects to perform the work with integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all court requirements.

No proposal will be considered from any proposer lacking the capability, qualifications and the necessary experience for providing the services of a character similar to that required in this solicitation.

- A. Licensed in the State of Michigan.
- B. Minimum five (5) years of experience with serving public entities with a minimum of five hundred (500) employees.
- C. Annual premium volume of \$5,000,000 excluding personal lines, life, accident, and sickness.
- D. Ability to provide both property and liability coverage.
- E. Agreement to comply with requirements associated with the Genesee County RFP instructions.
- F. The broker/agent must provide adequate staff to provide the necessary professional service to the County. Including at least two (2) non-clerical account executive personnel to be assigned to the County.
- G. A list of public entity clients (including, name of contact, address, phone number, and a description of the work performed) for which the account executive personnel identified above has performed similar services.
- H. Preference (*Current membership in the Michigan Public Risk and Insurance Management Association (MiPRIMA) and/or National PRIMA.*)

SECTION 5 – INTRODUCTION AND BACKGROUND INFORMATION

Genesee County is seeking responses to this request for the purpose of identifying qualified and experienced insurance brokers/agents to market and place the County's insurance coverage and to assist the County Risk Manager in providing services in preserving the County's human and economic values. The objective is to reduce the overall total cost of risk to the County utilizing various philosophies and mechanisms in a fiscally responsible manner.

All responses must meet the pre-qualification criteria included in this document. The County has not determined if one or more brokers/agents will be utilized for the insurance program.

Background Information

Genesee County is geographically located in the southeast region of Michigan approximately 60 miles northwest of Detroit. It is the fifth largest county in the State of Michigan with an approximate population of 400,000+. The largest city in the County is the City of Flint with an approximate population of 102,434. It is also the County seat.

The County is responsible for management and finance of some 250 municipal services to its citizens. These include: legislative, administration of the courts, law enforcement, community protection, human services, community enrichment, development, planning, management, and general support.

The insurance program encompasses the services described above. Services not included are: the Road Commission, Drain Commission Water and Waste, Community Mental Health, Land Bank Authority, County Library, Flint Cultural Center Foundation, Adult Probation, Family Independence Agency, and Land Reutilization Council.

The County has health clinics, but no hospital. There is no firefighting operation. There are three unique exposures within the County Parks and Recreation Commission. Crossroads Village (a 19th and 20th century historic village), Huckleberry Railroad (a narrow gauge steam locomotive and passenger cars that encircles Crossroads Village) and the Genesee Belle II (a 65' paddle wheel boat that operates day cruises adjacent to Crossroads Village).

SECTION 6 - SCOPE OF WORK

The current Risk Management Program is setup as the Genesee County Casualty and Property Self-Insured Trust Program. The Trust was established to maintain a fund for the purpose of paying claims, excess insurance expenses and certain other risk related expenses, all related to County property and County operations. The Trust members are the Genesee County Controller, Genesee County Corporation Counsel, and the Genesee County Risk Manager. The Controller is the Chairperson, and the Risk Manager, is the administrator of the Program.

The current Self-Insured Retention (SIR) for liability is \$350,000 with a limit of \$20,000,000. For property it is \$50,000 with a limit of \$224,810,000. For workers' compensation the SIR is \$500,000 with a limit of \$5,000,000. There are other miscellaneous policies with varying limits and deductibles.

A current listing of policies in force is included (Exhibit 1). Other underwriting information is included to more accurately discuss services as part of broker/agent selection. Claims administration for liability and workers' compensation is provided through a Third Party Administrator (TPA). No claims administration is anticipated from the selected broker/agent. However, large loss notification will be provided to the broker/agent as part of notice to the carrier. Potentially the selection of a different TPA may occur about the same time as the Broker/Agent selection occurs.

It is expected that the selected broker/agent will team with the County Risk Management staff to provide services and improve the overall risk reduction and financing necessary to decrease costs and improve service to the County.

The County paid losses within its self-insured retention through an internal service fund. The retained earnings as of September 30, 2018 were \$10,701,589 (undiscounted) with \$4,437,626 accrued as a liability for incurred losses and expenses. An actuarial study projected a required reserve of \$4.44 million for 2018.

Technical Requirements

The following is a listing of services/products that are potentially required to serve as broker/agent to Genesee County in general and Genesee County Self-Insured Program including the Trust. Additional services may also be necessary, this list is not all inclusive.

Marketing Requirements

- A. Selecting the insurers with the ability and product to provide coverage for the many exposures and operations of the County.
- B. Determine the appropriate structure of the offering to suit the needs of the County. Develop options for presentation to the interview panel.
- C. Obtaining access to special programs either directly or through an intermediary.
- D. Negotiating coverage terms and price.
- E. Maintain insurer relations throughout the contract.
- F. Evaluating exposures arising from changed or new operations. Assist in changing any policy to reflect operations.
- G. Handling cancellations, if necessary.

Servicing Insurance Policies

- A. Issuing certificates of insurance.
- B. Verifying rates and premiums are, as negotiated.
- C. Checking the accuracy of policy wording to ensure compliance with negotiated terms.
- D. Answering coverage questions from the County.
- E. Attending meetings with the County.
- F. Assisting with insured claims. This is primarily with those claims considered to have the potential to penetrate the SIR layer of excess layers.
- G. Checking premium audits (as needed).

Other Services

- A. Contract reviews.
- B. Risk Control Consulting.
- C. Claim reviews-including attending claim review meetings periodically.
- D. Auditing the quality of claims handling service.
- E. Assisting or developing special policy or endorsement wording.
- F. Risk Management consulting or assistance.
- G. Proactive communication to the County on the insurance market changes, opportunities to improve the County program and information on applicable topics for further education and support.

- H. Provide an annual report to Genesee County Risk Management, on or about September 1st each year, detailing the services provided, sources of revenue, proposed changes, and historic comparison of premiums. Detailed hours of service should be included in the report.
- I. Commitment to provide continuous professional services to the County, performing services in compliance with applicable laws and regulations. At all times, the broker/agent shall perform in the highest and most ethical manner on all matters relating to the County.

SECTION 7 – SUPPLEMENTAL CONDITIONS

Pricing

The County will entertain only responses providing an annual fee for services. Any commission provided to the Broker/Agent must be returned to the County up to the amount of the annual fee for services. The fee for the upcoming year will be paid at each renewal date subject to satisfactory performance and report from the previous year of service. Thorough transparency of all revenue from insures or other brokers or any other agreement, must be reported at the time of placement and with the annual report. Loss control service rates should be included on an hourly basis.

Pricing should be provided for the following:

Fee for Placing Total County Program (one broker/agent):

All coverage and consultation with the County on the insurance program is to be included in the total fee to place and represent the County.

Optional Loss Prevention Fees:

Loss prevention activities	Cost per hour
Loss Control and Safety Training for 125 hours	Total Cost

Outsourcing is acceptable. Qualifications and price will be subject to negotiations.

Cost proposals are to be submitted in a separate, sealed envelope marked “Cost Proposal”. Price will be evaluated only after qualified firms are identified. The failure to respond in this fashion will eliminate the firm from consideration.

The County may identify as few or as many qualified firms as needed to successfully select a Broker/Agent.

Contract

The contract period will be for a five (5) year term. No changes in the fee structure will be anticipated during the first three-years. Fee structure will be reviewed at the completion of the first three of the five years. Justification will be needed for any proposed changes. Negotiations for the fourth and fifth years will begin three months into the third year of the contract. Fees will be based on significant changes in exposures (either increases or decreases). The successful broker/agent will be required to provide proof of insurance as specified in the attached Insurance Checklist.

Invoicing

Prior to processing any invoice, a W-9 form must be completed and received by the Risk Management Office. All invoices must include: Company name, address, invoice number, itemized billing information and amount due.

SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

Attached is a format listing informational inquiries and questions. All responses shall be in the same format and order within the submitted response. Any additional information may be included in appendices.

The response is to be no longer than 50 pages, inclusive of appendices. **The cost proposal shall be separate and in a sealed envelope containing only the pricing structure proposed.** No reference to cost is to be included in the responses.

All proposals received must consist of the items referenced below and in the required format stated in this section, for a proposal to be deemed responsive.

1. Submit one original, two paper copies and one electronic copy of the RFP (Cover letter included consisting of the following).
 - A. Signed signature page (see Exhibit 2) – Provide all of the required information as indicated. Additionally, at least one of the proposals submitted is to include an original signature of an official authorized to bind the proposer to the proposal response.
 - B. References – The respondent will provide a list of at least five (5) public sector clients. Two of these five should be former clients. Reference information should include contact names, addresses, and phone numbers. Information provided is to include the reason the client is no longer with the respondent, if the entity is a former client.
 - C. An executed Insurance Checklist (see Exhibit 2) – To be properly executed, the document should be signed by an authorized representative of the proposer and a representative of the proposer's insurance carrier.
 - D. Statement of Exceptions – The proposer shall furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications in this RFP. Failure to furnish this statement constitutes agreement by the proposer to meet all requirements set forth in this RFP.
 - E. Cost Proposal – **in a separate sealed envelope**
 - F. Responses to all questions that follow in the next section entitled 8.2.

2. Proposal Requirements – Brokers/Agents responding to this proposal shall provide the following information:
 - A. Are you licensed in the State of Michigan?
 - B. How many years' experience do you have with public entities?
 - C. Identification of respondent with contact information and address.

- D. List key personnel anticipated to be assigned to the Genesee County account. Include names, titles, contact phone numbers, email address, and mailing address.
- E. Describe the number of years' experience in public sector insurance programs that each of those key personnel listed above entails.
- F. Describe your organization's history in the public sector insurance services business.
- G. What is your annual premium volume in the public sector; excluding personal lines, life, accident, and sickness?
- H. What is your key personnel to be assigned to the County experience in large claim management?
- I. Are you a current member of the Michigan Public Risk and Insurance Management Association (MiPRIMA), or national PRIMA?
- J. If the servicing office is not in Michigan, describe the ability to maintain contact with the Genesee County Risk Management Office.
- K. Describe your firm's marketing philosophy, and access to markets. If proprietary programs are available, please include them in your response.
- L. Indicate five (5) carriers to which you would market the County's program. List the markets in order of preference by line of business. *(It is possible the County may elect to have the finalists present the County program to specific assigned markets. Therefore, it is vital that the selection of the markets in your response be tailored to the County and your company philosophy.)* Under no circumstance should insurance markets be approached until such time as a market is assigned or the County provides a letter of record to the selected broker/agent.
- M. Describe the services that are offered to the County as part of the fee for service. Be specific. Indicate if any additional charges might apply as part of the services provided. Do not indicate costs here.
- N. Describe any unbundled services and the personnel qualifications of those who would perform the service. Include any loss control services in the description.
- O. Describe any workshops, training sessions and informational bulletins offered by your firm to the County for continuing education and maintaining quality of knowledge. Include any loss control training and industrial hygiene services.
- P. Describe your company's strong assets in providing insurance services to the County.
- Q. Describe any weak points in providing insurance services. Include recent steps taken to correct these points.
- R. Describe any placement service agreements currently in place.
- S. State your technology, electronic resources, and innovations available to service this the County.
- T. Describe your organizations transparency as it relates to accounting, fees, services, and other compensation based on laws and regulations.
- U. Describe your ability to do exposure identification and analysis to assist the County.
- V. Explain your ability and experience to review and analyze all reservation of rights letters and coverage denials from any excess carrier, and in writing recommend action the County should take in response to the excess carrier.

- W. Enclose the following documents:
1. A copy of your Michigan Property and Casualty license.
 2. A certificate of insurance meeting the Insurance Checklist specifications.
 3. A copy of your current declaration page for your professional liability (E & O) coverage.
- X. To be most effective, an organization's risk management program should take account of, first, the general benefits and costs of risk management and, second, the specific pre-loss and post-loss goals of the particular organization. One of the benefits of sound risk management is reduction in an organizations overall cost of risk. A. What are each of the four elements in any organization's cost of risk? B. In addition to reduced cost of risk, what are two other benefits of sound risk management to an organization? An organization usually has several post-loss goals, often arranged in a hierarchy of increasing importance. Describe four common post-loss goals of risk management. Explain why an organization's post-loss risk management goals have a different focus than do the organization's pre-loss risk management goals. *(Your answers should reflect those costs of risk, pre-loss, and post-loss goals more closely related to the public sector.)*

SECTION 9 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. A Review Committee will evaluate submitted proposals. The County will award the contract to the most responsive, responsible proposer having proven experience as described herein. The County reserves the right to award this contract not necessarily to the proposal with the lowest price but to the proposal that demonstrates the Best Value.

After determining which respondents best satisfy the mandatory requirements, a comparative assessment of the relative benefits and deficiencies of each response will be made by an evaluation team using the criteria set forth below. The evaluation team will rate the respondents' proposals by ranking them, using the weighted criteria. The sealed envelopes containing the respondents proposed fee will not be opened during this initial ranking process.

Part I.

The proposal evaluation criterion:

<i>Broker/Agent Public Entity experience</i>	<i>20 pts</i>
<i>Broker/Agent Access to Insurance carrier markets</i>	<i>20 pts</i>
<i>Broker/Agent Service Team experience:</i>	
<i>a. Team Leader experience</i>	<i>15 pts</i>
<i>b. Support personnel experience</i>	<i>10 pts</i>
<i>Other available services and resources</i>	<i>15 pts</i>
<i>Response to last question (X)</i>	<i>10 pts</i>

Part II.

Price evaluation criterion:

<i>Fee for Placing Total County Program (one broker/agent)</i>	<i>15pts</i>
<i>Optional Loss Prevention Fees</i>	<i>5pts</i>

Price will be converted to points. The proposal with the lowest cost proposal receives the maximum points allowed, twenty (20).

The other proposals receive points as a percentage of the maximum points available based on their cost relationship to the lowest cost proposal.

The points awarded for cost are combined with the total points awarded for the proposal to determine the final score of the proposal.

The County reserves the right to accept or reject any respondent proposal in the best interest of the County. The County has no obligation to accept any response. The County is not responsible for any costs incurred by respondents to this RFP.

Selection Procedure

The evaluation team will review proposals by evaluating each proposal subject to the referenced criteria stated above. The scores will be submitted to the County Risk Manager and an average of the team scores will be used to calculate the points for each criterion, and total points awarded to each responsive proposal submitted.

The evaluation team, at its option, may invite one or more respondents to make a presentation or be interviewed by the County evaluation team. Additional supplemental material may be required for further evaluation or written responses or in preparation for a presentation/interview. The evaluation team may recalculate points based on presentations/interviews. The County may solicit Best and Final Offers.

A recommendation will be made to the Board of Trustees of the Genesee County Property and Casualty Self-Insured Trust (GCPTSIT). The Board of Trustees of the GCPTSIT will make a final decision to either accept the recommendation, suggest further negotiations with the recommended broker/agent or another proposer, or not award the contract.

EXHIBIT 1

GENESEE COUNTY'S CURRENT COVERAGE

This exhibit contains information on current policies that exist with the County.

EXHIBIT 1.

Current Insurance Program:

Coverage	Carrier	Limits	End of policy Term
*Property & B&M	Chubb	224,810,000 + others	12/15/2019
Crime/Fidelity	Travelers	1,500,000 + others	12/15/2021
Auto Liability	Safety National	2,000,000	12/15/2019
*B & M (CRV)	Chubb	1,000,000	12/15/2019
Contractors Pollution	Chubb	1,000,000	12/15/2019
Cyber	Lloyd's (BCS Ins.)	3,000,000	12/15/2019
Fiduciary	Chubb	5,000,000	12/15/2019
General Liab. & EBL	Safety National	2,000,000	12/15/2019
Law Enforcement Liab.	Safety Specialty	2,000,000	12/15/2019
Liquor Liab.	Scottsdale	1,000,000	12/15/2019
Marine Primary Liab.	XL Specialty	1,000,000	12/15/2019
Marine 1 st Layer	XL Specialty	4,000,000	12/15/2019
Marine 2 nd Layer	Great American	5,000,000	12/15/2019
Public Officials & EPL	Safety Specialty	2,000,000	12/15/2019
Excess 2 nd Layer	Safety National	8,000,000	12/15/2019
Excess 3 rd Layer	Allied World Nat'l Assurance	10,000,000	12/15/2019
Workers' Comp	Safety National	5,000,000	12/15/2019
Underground ST	Chubb (Ace)	1,000,000	3/30/2020
Flint Lock Up LEL	Safety Specialty	1,000,000	10/1/2019
Head Start AD&D	Hartford	various	9/4/2019
*Medical Malpractice	Doctors Co.	200,000/800,000	
Dr. Bechincki			3/14/2020
Dr. Hunter			9/10/2019
Dr. Johnson			9/1/2019
Special Event	Starr/Markel	\$3M/\$6M	August each yr.

* Includes rolling stock at Huckleberry Railroad; Crossroads Village.

* Includes steam locomotives at Huckleberry Railroad.

*The Medical Practice is currently done in-house.

EXHIBIT 2

DOCUMENTS THAT MUST BE SUBMITTED WITH PROPOSAL

Vendors must complete and submit these documents, along with requested information that is stated in Section 8 of this proposal, with their submission.

- Signature Page
- Genesee County Insurance Checklist
- Confidential Claim Information Agreement
- Cost Proposal (submit in a separate sealed envelope – one original only)

SIGNATURE PAGE

GENESEE COUNTY RFP #19-187

Insurance Broker/Agent Services

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda _____ issued as part of the RFP:
Insurance Broker/Agent Services

Conflict of Interest:

____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

Exceptions to Solicitation and/or Standard Contract: NO ____ YES ____ (include attached statement)

Name (typed): _____

Signature: _____ Title: _____

Date: _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Contact Person of company representative for matters regarding this RFP

CONTACT NAME POSITION

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX E-MAIL

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: **19-187 RFP Insurance Broker/Agent Services**

Coverage Required

Limits (Figures denote minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input checked="" type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input checked="" type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 2,000,000 BI & PD and PI

8 Genesee County named as an additional insured on other than workers' compensation and professional liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

9. Other insurance required: Environmental Impairment Liability - \$1,000,000 limit

10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

11. The certificate must state bid number and title **19-187 RFP Insurance Broker/ Agent Services**

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

_____ The above required policies carry the following deductibles:

_____ Liability policies are **occurrence** _____ **claims made** _____

Insurance Agent

Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor

Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

CONFIDENTIAL CLAIM INFORMATION AGREEMENT

The undersigned hereby agrees that they have received confidential claim information provided by the County of Genesee pursuant to a Request for Proposal for Insurance Services.

The undersigned hereby agrees that the claim information received will be held in complete confidence and will not be released to any organization, company, third-party or person unrelated to this Request for Proposal for Insurance Services.

If the undersigned does not propose the insurance services program accepted by the County, the Undersigned agrees to return all original claim information to the County of Genesee when requested.

Signed: _____

Representing: _____

Date: _____

EXHIBIT 3
DRAFT COPY OF CONTRACT

Vendors should review and submit any exceptions as part of their response to RFP. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.

**INSURANCE BROKER/AGENT SERVICES
PROFESSIONAL SERVICES CONTRACT**

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and **[Contractor Name]**, a **[State] [Entity Type]**, whose principal place of business is located at **[Contractor Address]** (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Agreement and Authority

Execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on _____ and shall be effective through _____ (the “Initial Term”).

2.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the “Extension Terms”).

3. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

4. Compensation

Flat Fee. The total amount paid to the Contractor shall not exceed _____. Payments will be made to the Contractor set at an annual rate, to be paid proportionately on a monthly basis. Upon completion of monthly Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation, no later than the 10th of the month following completion of services. The County will pay the Contractor within thirty (30) days of the County’s acceptance of the invoice and supporting documentation.

5. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. Contract Administrator

The contract administrator for this Contract is Stephen Cooperrider (the “Contract Administrator”). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

7. Warranties

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor’s breach of these warranties.

8. Suspension of Work

8.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

8.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

9. Termination

9.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

13. Audit Rights

13.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

14. Identity Theft Prevention

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

15. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

15.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

15.2 Indemnification

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CONTRACTOR NAME

COUNTY OF GENESEE

By: _____

Name of Contractor Signatory
Title of Contractor Signatory

By: _____

Ted Henry, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A
Description of the Services

DRAFT

