



REQUEST FOR PROPOSALS

**CONTRACT # 2051- 06/06/2019
AGENT OF RECORD/BROKER SERVICES
COMMERCIAL PROPERTY AND CASUALTY INSURANCE
FOR THE TOWN OF VERNON, CONNECTICUT AND THE VERNON BOARD OF EDUCATION**

(1) INTENT

The Town of Vernon and the Board of Education (*herein referred to as the "TOWN"*) is requesting proposals for a broker and agent of record to coordinate responses for Commercial Property and Casualty Insurance from reputable insurance carriers, finding the desired products at the most competitive prices.

(2) GENERAL INFORMATION

The Town is seeking a qualified expert professional Agent/Broker/Firm (*herein referred to as the "FIRM"*) to provide for the following professional services:

- a. Identification of ancillary products that may offer cost savings or provide additional benefit to the Town.
- b. Coordination of carriers replies for coverage.
- c. Respond to the daily service needs of the Town in the areas of property/casualty insurance and risk management.
- d. The Town's current Firm will continue to handle the Town's present property and casualty insurance program until the new Firm is appointed.
- e. The new appointment shall be for an initial term of three (3) years, as follows:

Year 1	July 1, 2019 - June 30, 2020
Year 2	July 1, 2020 - June 30, 2021
Year 3	July 1, 2021 - June 30, 2022

The Town reserves the sole right to extend the contract annually for up to two (2) additional years, as follows:

Year 4	July 1, 2022- June 30, 2023
Year 5	July 1, 2023 - June 30, 2024

(3) SCOPE OF SERVICES

The purpose of this Request for Proposals (“RFP”) is to select a Firm qualified to represent the property/casualty insurance interests of the Town as an Agent/Broker. The selected Firm is expected to provide expert professional services, including but not limited to:

- a. **Periodic review (not less than annually) of the Town’s Property/Casualty programs, specific coverage(s), loss data, and risk management measures;** and make recommendations to the Town with respect to the need for ancillary insurance services, additional coverage and modifications, updating or upgrading of existing coverage (s). Make annual recommendations concerning changes in terms, conditions, and limits of coverage; based on best industry practices.
- b. **Consult and advise the Town on matters related to Property/Casualty insurance,** Risk Management and new developments in the field of insurance.
- c. **Knowledge and understanding of sUAS (small-unmanned aircraft systems) also known as ‘drone’ laws, regulations, and coverage.**
- d. **Knowledge of and experience in large-scale project liability coverage, including bonding.**
- e. Upon approval by the Town, **annual marketing of Town’s Property/Casualty program,** including, a negotiation of carrier contract extension or change (s). This service will include comprehensive assistance and guidance in completing the insurance application process in a timely fashion, and coordinating the transition of carriers for fiscal year enrollments.
- f. **Solicitation of proposals from qualified insurance carriers** on an annual or as needed basis who are experienced and familiar with writing policies for Connecticut municipalities, both the Town and Board of Education; including:
 - i. Development of bid specifications to be submitted to the municipal marketplace for which proposals are sought.
 - ii. Evaluation of proposals submitted by insurance carriers relative to compliance with insurance specifications, cost and ability of each carrier to perform as required including relative solvency.
 - iii. Detailed report of solicited policy renewal options available to the Town.
 - iv. Examination and approval of issued policies and bonds for conformance with the Town’s specifications and the carrier’s proposal.
- g. **Provision of an annual stewardship report,** including insurance schedule, policy summaries, review of past year’s activities and outlook for coming year’s market conditions.

h. Additional Services

- i. Assistance to the Town in drafting insurance specifications for contracts and agreements, as requested.
- ii. Provision of insurance certificates, pertaining to the Town's coverage as requested.

(4) EXPECTATIONS OF THE SELECTED FIRM

The selected Firm will be expected to work in partnership with Town of Vernon, and to perform the following:

- a. Maintain in good standing all the necessary licenses and certifications as required by Connecticut General Statutes and regulations for insurance agents and/or brokers and shall provide copies of the same to the Town.
- b. Attend meetings, as needed, and requested by the Town, including Health and Safety Committee meetings and Risk Management Advisory Committee meetings.
- c. Conduct renewal negotiations with the carrier(s) and vendors and prepare a complete and detailed accounting of all claim costs, provider access fees, administrative expenses, risk charges, etc.
- d. Provide general problem solving throughout the plan year.
- e. Perform other duties critical to the proper formation of a property/casualty insurance plan and its optimal operation and participation.

(5) SUBMISSION AND INFORMATION REQUIREMENTS

a. Questions

Questions about this RFP should be directed to Dawn Maselek, Assistant Town Administrator, by email only at dmaselek@vernon-ct.gov; no later than 1:00 PM, Thursday, May 30, 2019. Answers to questions will be posted on the Town's website at www.vernon-ct.gov/legal-notice and on the CT Department of Administrative Services (DAS) website by Monday, June 3, 2019 referencing Contract # 2051- 06/06/2019.

b. Incurred Costs

The Town is not liable for any costs incurred by Broker/Firm in the submission of a proposal, and/ or prior to the issuance of a contract and receipt of all necessary approvals.

All information and material returned with proposals shall become part of any contract, which results from this proposal.

c. **Proprietary Information**

Any proprietary information should be submitted in a separate sealed envelope plainly marked as "proprietary information." The Town will disclose this information only to those involved in the selection process.

d. **Addendums to RFP**

In the event it becomes necessary to revise any part of this RFP, an Addendum will be posted on the town's website and on the State Department of Administrative Services (DAS) website, referencing the contract number.

e. **Proposal Submissions**

Six (6) bound copies of the proposal **and** one (1) electronic copy (in Adobe Acrobat format saved to a PC readable medium), should be submitted in a sealed envelope marked "**Contract # 2051- 06/06/2019 AGENT OF RECORD/BROKER SERVICES COMMERCIAL PROPERTY AND CASUALTY INSURANCE**" **BID DO NOT OPEN** indicated on the outside of the envelope, to: Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, Third Floor, Vernon, Connecticut 06066 by 10:00 am, Thursday June 6, 2019 at which time proposals shall be opened and read aloud publicly. Emailed, faxed, or late proposals will not be accepted.

All proposals submitted become the property of the Town of Vernon and will not be returned.

f. **Proposal Submission Requirements**

Responding Firms must be capable of performing Agent of Record/Broker Services in full compliance with all federal and state statutes and regulations. Responding Firms will provide the following information:

- i. **Each proposer must submit qualifications and a Fee proposal (See Appendix A).**
- ii. **The proposer must agree to forgo any sales commissions or other type of funding** that maybe provided by vendors in the form of after award compensation for the property/casualty insurance.
- iii. **Information About Your Firm**
 - a. Name of firm and parent company, if applicable.
 - b. Contact information of persons to receive notifications and reply to Town's inquiries.
 - c. Total number of employees of the firm, servicing office(s), and their respective addresses.
 - d. Number of Connecticut public entity clients and their total annual property/casualty insurance premium.

- e. Principal public entity markets utilized and premium volume written with them.
- f. Description of the insurance marketing expertise of the servicing office with regard to Connecticut towns and school districts and a sample marketing plan.
- g. A list of all personnel who would be involved with the Town's account including: Name, Title, primary responsibilities, municipal experience, and credentials.
- h. Description of Firm's performance monitoring and measurement of insurance carriers, negotiation of policy provision interpretations and possible intervention in claims processing.
- i. Description of the Firm's involvement with municipal and education associations in Connecticut.
- j. Provide details on your firms' financial status and stability.
- k. Confirm that you are an actuary, licensed broker/firm in Connecticut and provide documentation. Brokers should provide license verification from the Connecticut Insurance Department including verification of the Firm's license, and license verification of key personnel listed in RFP response.
- l. Confirm that you serve as a broker/firm, independently, and are not affiliated with any insurance company, via third party administrative agency or provider network.
- m. Explain any existing or potential relationships between your firm and insurance carriers and/or vendors that could lessen your independence and objectivity because of a perceived or actual conflict of interest.
- n. Describe any prior business relationships you/your firm have held with the Town as an agent of record and broker.
- o. Provide a detailed outline how the broker will be compensated, now and in the future. **NOTE:** The Town of Vernon requires complete disclosure of all fees /commissions / contingent commissions / overrides / bonuses your organization receives each year as a result of your firms work on its behalf.
- p. Describe your Firms ability to provide expertise and experience in the areas of property/casualty plan analysis and design. Detail your ability to advise municipal government on cost containment strategies. Give examples of your work with other companies, similar in size to Town of Vernon.

- iv. **A Detailed Scope of Services** including a detailed description of any special, in-house, services or systems available to the Town.
- a. Detail other ancillary insurance products or services your firm might recommend to the town.
 - b. Provide the names of three (3) prior clients that your firm coordinated services related to property/casualty insurance plan coverage, analysis and design. For each prior client, specify the type of work performed, the size of the client's group and the period retained as a client. Also include a contact name, title, mailing address, email address and phone number for the Town to contact as a reference.
 - c. Provide the names of (3) three current clients, that your firm coordinates services related to property/casualty insurance plan coverage, analysis and design. For each current client, specify the type of work performed, the size of the client's group and the period retained as a client. Also include a contact name, title, mailing address, email address and phone number for the Town to contact as a reference.
 - d. Explain your companies training strategy that ensures the latest and most accurate information is conveyed to your customers.
 - e. Describe your firms' involvement in resolving problems with claims, etc., between an insured and the insurance carrier.
 - f. For Budgetary purposes, the Town expects annual cost for coverages to be provided in DRAFT form by February of each year of the agreement. Finalized numbers are expected no later than April.

(6) EVALUATION OF PROPOSALS

The Town shall be the sole judge as to whether a proposal complies with these instructions and specifications, and such a decision shall be final and conclusive.

Proposals submitted in response to this RFP and become the sole property of the Town. Proposals may not be withdrawn for sixty (60) days from the proposal due date. The Town reserves the right to reject any or all proposals received, and further reserves the right to waive non-material deficiencies in any proposal.

Firm(s) may be asked to present and explain their proposals before a panel comprised of the Town and/or committee. If selected, key personnel assigned to this project must be present at the interview.

The selected Firm must meet all municipal, state, and federal AA and EEO practices and requirement. The Town reserves the right to reject any or all proposals in whole or part, to

award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

The contents of the successful proposal may, at the Town's option, become part of the contract entered into by selected Firm and the Town. Selection as the preferred proposal does not provide any contract rights to that Firm. Any such rights shall accrue only when the Town and the Firm execute a binding contract. The Town reserves the right to negotiate with the successful Firm in any manner necessary to best serve the interests of the Town. If the Town fails to reach an agreement with the successful bidder, the Town may commence negotiations with an alternative bidder or reject all bids and reinstitute the RFP process.

- Proposals will be evaluated based on what is deemed to be in the best interests of the Town, including such factors as: the bidder's experience in providing Insurance Advisory and Brokerage services for municipalities Town and Board of Education in the State of Connecticut, license verification from the Connecticut Insurance Department, the firms' financial status and stability, the clarity and completeness of the proposal, recommendations of clients for which the bidder has previously provided services, the persons to be assigned to the project by the bidder, and total cost. Cost will not be the sole factor in evaluating bids.

Additional criteria for the selection of the firm will be as follows:

- A submitted Fee Proposal
- The qualifications of the company.
- Experience of key personnel to be assigned to the Town.
- The Scope of Services offered.
- Strength and ability to work with and act as an ambassador to major property/casualty insurance carriers.
- The ability of the Firm to commence work in a timely manner.
- Knowledge and experience in sUAS/'drone' laws, regulations, and coverage.
- Knowledge of and experience in large-scale project liability coverage, including bonding.

(7) INSURANCE REQUIREMENTS

Commercial General Liability (Town of Vernon added as additional insured):

Each Occurrence:	\$ 1,000,000
Personal/Advertising Injury per Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000
Fire Damage Legal Liability	\$ 100,000

Automobile Liability (Town of Vernon added as additional insured):

Each Accident:	\$ 1,000,000
Hired/Non-owned Auto Liability:	\$ 1,000,000

Workers' Compensation/Employers Liability

Workers' Compensation	Statutory Requirement set forth by State of CT
Employers Liability	
Each Accident	\$ 100,000
Disease-Policy Limit	\$ 500,000
Disease-Each employee	\$ 100,000

Umbrella/Excess Liability (following form of general liability, auto liability and employer liability):

Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000

Professional Liability (where required)

Each Claim:	\$ 1,000,000
Annual Aggregate	\$ 1,000,000

(8) INDEPENDENT CONTRACTOR

The selected firm is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with the Town of Vernon. The firm is not authorized to speak for, represent, or obligate the Town of Vernon in any manner without the prior expressed written authorization from the Town of Vernon.

(9) INDEMNIFICATION/HOLD HARMLESS

The selected firm agrees to defend, indemnify and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the firm and its employees, contractor, sub-contractors and agents, this indemnification includes the firm's duty to defend the Town of Vernon from any such claims except that the firm shall not be responsible or obligated for claims arising out of the sole negligence of the Town of Vernon, its elected officials, officers, department heads, employees or agents, or its predecessors in interest in the premises.

(10) WAIVER OF SUBROGATION REQUIREMENT

The selected firm will require all insurance policies in any way related to the work and secured and maintained by the firm to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. The selected firm shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Vernon.

(11) CONTINGENT UPON AVAILABILITY OF FUNDS

The town's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part

of the Town for any payment may arise until funds are made available and approved for this Agreement and until a Purchase Order has been issued.

NO INTEREST TO BE PAID. No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

(12) TERMINATION

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Municipality shall, thereupon, have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Municipality, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

TERMINATION FOR CONVENIENCE: Either party to this Contract may terminate this Contract at any time by a notice in writing, effective not less than fourteen (14) days prior to the termination date. If the Contract is terminated by the Municipality as provided herein, the Contractor will be paid for services performed up to the date of termination.

Town of Vernon, Connecticut
 Contract # 2051- 06/06/2019
 AGENT OF RECORD/BROKER SERVICES - COMMERCIAL PROPERTY AND CASUALTY INSURANCE
 FOR THE TOWN OF VERNON, CONNECTICUT AND THE VERNON BOARD OF EDUCATION

APPENDIX A

FEE PROPOSAL FORM MUST BE COMPLETED BY BIDDER AS PART OF SUBMISSION

<i>Full Contract Price for 3 year Agreement</i>	\$ _____
<i>Brokerage Service Fees (annual), if not included in price above</i>	\$ _____
<i>Consultation Fees (annual), if not included in price above</i>	\$ _____
<i>List any additional fees, based on the Firms Criteria of Approach</i> _____ _____ _____	\$ _____ \$ _____ \$ _____
<i>List any recommended ancillary products/services and costs, if any.</i> _____ _____ _____	\$ _____ \$ _____ \$ _____
<i>Availability to commence services with Town (Date)</i>	_____
<i>Knowledge of and experience in large-scale project liability coverage, including bonding</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> \$ _____
<i>Knowledge and understanding of sUAS (small-unmanned aircraft systems) also known as 'drone' laws, regulations, and coverage. yes or no) and fee if any.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> \$ _____
<i>Number of years in Municipal field with Town and Board of Education</i>	_____
<i>Proposed Timeline for implementing Services</i> _____ _____ _____	_____ _____ _____

PROPOSAL EVALUATION CRITERIA	
Contract # 2051– 06/06/2019	
AGENT OF RECORD/BROKER SERVICES - COMMERCIAL PROPERTY AND CASUALTY INSURANCE FOR THE TOWN OF VERNON, CONNECTICUT AND THE VERNON BOARD OF EDUCATION	
	Points possible
Scope of Services: Clarity/completeness of Proposal	10
Bidder experience with municipalities (Town and Board of Education)	10
Knowledge and understanding of sUAS/'drone' laws, regulations, and coverage	10
Knowledge and experience in large-scale project liability coverage, including bonding.	10
Ability to work with Insurance Carriers	10
Firms' Qualifications including financial status and stability	10
Experience of key personnel assigned to Town	10
Ability to commence work in a timely manner and provide final numbers to town for budgetary purposes	10
License verification from the Connecticut Insurance Department	10
Total Cost	10
Total Points Possible	100