

City of Shreveport



REQUEST FOR PROPOSALS

RFP 19-825

Insurance Broker Services – Aviation, Auto, Property/Casualty/Commercial General Liability, Professional Liability, etc.

INDEX

	Page Numbers
Proposal Invitation	2
General Information - Part I	3-4
Introduction - Part II	5-6
Scope of Work (SOW) - Part III	7-15
Evaluation Criteria - Part IV	16
Submission Requirements - Part V	17

NOTE: All items listed in Part V must be submitted with your proposal

Index of reference items **not** included herein that is incorporated by reference with the same force and effect as if set forth in full text. Should any of these be in conflict with those listed herein, the more stringent will apply.

The General Contract Clauses (**Section 20**), the Standard Instructions/Conditions for Request for Proposals (**Section 30**) will be incorporated by reference as shown in the City of Shreveport’s (hereinafter the City) book of Standard Solicitation Instructions / Provisions and General Contract Clauses; which are available at www.shreveportla.gov (click on Business, then on Bids & RFPs). If you do not have a computer, you can use one of the public use computers that are available at the Shreve Memorial Library or at most library branches.

EXHIBITS

NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK	A18
OFFERORS EXPERIENCE	B19
PERSONNEL STAFFING	C20
*ACKNOWLEDGEMENT & OFFEROR’S CERTIFICATION	D21
FORMAT FOR THE RETURN ENVELOPE	E22

***Required for all RFPs**

APPENDIX

#1- ADJUDICATED OR LIEN PROPERTY AFFIDAVIT (do not furnish with your proposal)	23
#2- FELONY CONVICTION STATEMENT (must be furnished with your proposal)	24

The Felony Conviction Statement (Appendix 3) should be submitted with your proposal. Revised 12-05-17

CITY OF SHREVEPORT-PURCHASING DIVISION

P.O. BOX 31109 SHREVEPORT, LOUISIANA 71130-1109 ● Suite 610, 505 TRAVIS SHREVEPORT, LA 71101-3042
Phone 318/673-5450 web site: www.shreveportla.gov Fax 318/673-5408

September 11, 2019

RFP 19-825

MUST BE RECEIVED NOT LATER THAN 3:00 P.M. (CST) ON: October 15, 2019

PROPOSAL TITLE: Insurance Broker Services – Aviation, Auto, Property/Casualty/Commercial General Liability, Professional Liability, etc.

LICENSE CLASSIFICATION: Surplus Lines Broker License

You are invited to submit proposals in accordance with the requirements of this solicitation which are contained herein.

In order for your proposal to be considered, it must be received in the Purchasing office not later than the date and time as listed above. Solicitation documents are posted on BidSync.com. To view the general RFP information and receive notices by email, register with BidSync. Registration is free. If you wish to view or download entire RFP packages, you may do so for an annual fee. It takes about two weeks to get a digital signature. *Allow additional time to set up the digital signature in BidSync.* **Go to BidSync.com for more information on this.** Solicitation documents are also available at www.shreveportla.gov/Solicitations. BidSync shall be the official source of solicitation documents.

It shall be the responder's responsibility to make inquiry as to the addenda issued. All inquiries pertaining to this RFP shall reference RFP number as shown above. Paper proposals received by the Purchasing Office after the time specified will be documented and then returned to the Offeror unopened. Due to the possibility of negotiation with all Offerors, the identity of any Offeror or the contents of any proposal will not be public information until after the contract award is made. Paper proposals and modifications received in response to this Request for Proposals shall be time stamped upon receipt and secured in the Purchasing Division until the established due date. Attendance by the submitter on the established due date is unnecessary, because submittals will be opened at a later time in the presence of a procurement employee or selection committee member.

The proposals must be signed in ink by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 120 days from the closing date for submission of proposals. **Paper proposals must be submitted using the envelope format as provided in this solicitation document in a sealed opaque envelope/container showing the above proposal title, number, opening date, time of opening and appropriate license number(s) on the outside of the envelope or if a sealed container is used, then all this information shall be shown on the top of the container. The City does not accept faxed or emailed responses for formal solicitations.**

All submittals (see Part V, Submission Requirements) received in response to this Request for Proposals will be rated by the City's Selection Committee, based upon the Evaluation Criteria as listed in Part IV. If the best Offeror is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of two (the highest rated) firms shall be required. This solicitation does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive informalities, to negotiate with all qualified Offerors, or to cancel in part or in its entirety this proposal, if it is in the best interest of the City to do so.

City of Shreveport

Wendy Wagnon, CPPO
Purchasing Agent

Important- If you consider the specifications as restrictive or have a problem with this document please contact the Purchasing Agent at least five days before the proposal opening at (318) 673-5457

PART I

GENERAL INFORMATION

- 1.0 Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
- 2.0 Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- 3.0 Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- 4.0 It is up to you to make sure that all the information requested is returned to us by using the envelope format shown in this package.
- 5.0 ***Each Proposer shall submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 7.0) and a searchable electronic copy on two (2) separate USB flash drives.***
- 5.1 Proposals should be sent to:
 - 5.1.1 City of Shreveport
 - 5.1.2 Office of The Purchasing Agent
 - 5.1.3 Government Plaza-Suite 610
 - 5.1.4 505 Travis Street
 - 5.1.5 Shreveport, LA 71101-3042

5.1.6 LICENSE NUMBER MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE.

6.0 QUESTIONS

- 6.1 Written questions regarding RFP requirements or Scope of Work must be submitted to the Buyer as listed below:

Buyer: Jeanette Watson
City of Shreveport
Finance / Purchasing
505 Travis Street, Suite 610
Shreveport, LA 71101

EMAIL: jeanette.watson@shreveportla.gov
- 6.2 The City will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received at least five (5) working days prior to the proposal opening. The City reserves the right to modify the RFP should a change be identified that is in the best interest of the City.
- 6.3 Official responses to all questions submitted by potential proposers will be posted via an amendment at the following websites:

www.bidsync.com

www.shreveportla.gov/Solicitations
- 6.4 Only the RFP Buyer or her designee has the authority to officially respond to proposer's questions on behalf of the City. Any communications from any other individuals are not binding to the City.
- 7.0 **CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION**
- 7.1 The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

- 7.2 For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
- 7.3 The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:
- 7.4 “The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City of Shreveport shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City of Shreveport’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”
- 7.5 Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.
- 7.6 If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the City if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.
- 7.7 **If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**
- 7.8 Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the City and hold the City harmless against all actions or court proceedings that may ensue which seek to order the City to disclose the information.
- 7.9 The City reserves the right to make any proposal, including proprietary information contained therein, available to other agencies or organizations for the sole purpose of assisting the City in its evaluation of the proposal. The City shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
- 8.0 Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

Part II

INTRODUCTION

1.0 This Request for Proposals (RFP) is issued by the City of Shreveport Office of the City Attorney, Division of Risk Management (OCA/DRM) for providing interested parties with information to enable them to prepare and submit a proposal for selection of an insurance broker to provide services described in Part III, Scope of Work.

2.0 INTENT

2.1 It is the intent of the City of Shreveport to solicit proposals for insurance broker services and contract with a qualified Contractor who will provide insurance brokerage and consulting services to assist OCA/DRM in fulfilling its critical role to ensure proper protections of the City's assets and activities on behalf of the Citizen's and taxpayers..

3.0 PROJECT BACKGROUND

3.1 The Division of Risk Management of the Office of the City Attorney was created to provide a comprehensive risk management program for the City of Shreveport. The City of Shreveport is currently insured for workers' compensation, auto liability and general liability coverages. It currently contracts with Hammerman and Gainer, Inc., the Third Party Administrator, to provide claims administration/adjustment services related to the auto liability and general liability claims administration. The City does not contemplate a change from its insurance position at the present time.

4.0 TERM OF CONTRACT

4.1 Contract Term: November 15, 2019 to November 15, 2024, unless terminated earlier; the contract is not to extend beyond 5 years.

5.0 AWARD

5.1 An award resulting from this request shall be awarded to the responsive and responsible Offeror whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in the RFP; however, the right is reserved to reject any and all proposals received, to waive any informalities, and in all cases the City will be the sole judge as to whether an Offerors proposal has or has not satisfactorily met the requirements of this RFP.

6.0 PURCHASE ORDER REQUIREMENT

6.1 The City of Shreveport shall not be responsible for invoices exceeding \$1,000 that do not have a written purchase order covering them.

7.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION

7.1 Proposals will be available for public inspection at the time and date approved by the Purchasing Agent.

8.0 PAYMENTS DUE THE CITY

8.1 Section 26-211 of the Citys Code of Ordinances requires the following:

8.1.1 On every contract to which the City is a party and for which written specifications are prepared, the specification shall include the requirement that before the contract is awarded the contractor shall pay all taxes, licenses, fees, and other charges which are outstanding and due to the City.

8.1.2 No contract to which the city is a party shall be awarded to any person who:

8.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or

8.1.4 Owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it, or

8.1.5 Owns more than 25% of a legal entity that owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it.

8.1.6 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.

8.1.7 Proposals will not be accepted from or contract awarded to any person, firm, or corporations which have at any time failed to execute a contract that has been awarded to them by the City, or which is in arrears to the City upon debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.

9.0 ASSIGNMENT

9.1 This contract shall not be assigned without the prior written consent of the City through its Mayor.

9.2 No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the City. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the City.

10.0 UNSATISFACTORY WORK

10.1 The City shall not be obligated to pay for unsatisfactory work.

11.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

11.1 By submitting and signing this proposal, the proposer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veterans Readjustment Assistance Act of 1974, Title IX of The Education Amendments of 1972, the Age Act of 1975, and the proposer agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by proposer, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

PART III

SCOPE OF WORK (SOW)

1.0 A single Contractor will be the City's insurance broker of record and shall develop and place the most effective and cost efficient insurance coverage, and provide a range of consulting services associated with the City's property and casualty programs. The Contractor will provide brokerage and consulting services to assist the OCA/DRM in fulfilling its critical role to ensure proper protection of the City's assets and activities on behalf of the City's citizens and taxpayers. The Contractor will provide annual review of risk exposure and program structure, develop recommendations and re-structuring options based on relevant market conditions, market coverages, present the City with competitive quotes with recommendations, and place and service the coverage. Related coverages and services may be added to each program at any time during the contract period and the Contractor must handle all additions.

The current program consists of coverage for buildings and business property, equipment breakdown/boiler and machinery, fine arts, specialized equipment, business interruption and various specialty lines encompassing all City Departments and associated obligations as follow:

- Building/Business personal property/special form including flood
- Terrorism
- Equipment Breakdown
- National Flood Insurance Program

The current City casualty program consists of coverage for liability, auto, workers' compensation and various specialty lines encompassing all City Departments and associated obligations as follows:

- Commercial General liability including or independent placement of:
 - Professional Liability
 - Watercraft Liability
 - Public Officials and Employees Liability
 - Employee Benefits Liability
 - Law Enforcement Liability
 - Sexual Abuse and Molestation
 - Dams and Reservoirs
- Medical Malpractice (Fire)
- Aviation Liability
- Cyber Liability
- Automobile Liability and Physical Damage
- Bonds (Fidelity & Surety) and Crime
- Intellectual Property Liability
- Professional Fire Liability
- Crisis Response Management Coverage

INSURANCE SPECIFICATIONS

2.0 GENERAL COVERAGE PROVISIONS

The following are the general coverage provisions required on all insurance policies requested for the City.

2.1 Inception Date

February 1, 2020 at 12:01 a.m. Central Standard Time

2.2 Notice of Cancellation

All policies should be endorsed to require at least a 90 day written notice by the insurer of cancellation, nonrenewal, or material policy change unless the reason for such cancellation is non-payment of premium.

2.3 Notice of Loss

The policy must be endorsed to read:

“It is understood and agreed that knowledge by an agent or employee of the Named Insured, of an accident or event that may give rise to a claim, shall not itself constitute knowledge by the insured unless the Director of Finance and City Attorney of the City of Shreveport has received such notice.

2.4 Blanket Waiver of Subrogation

The policy must include the following blanket waiver of subrogation endorsement (or equivalent waiver contained in the policy form).

“It is understood and agreed that the Contractor (the insurer) hereby waives its rights to subrogate if such waiver of subrogation is required by contract.”

2.5 Premium Payment

2.6 The carrier must indicate whether monthly or quarterly premium payments are allowed, and the terms and conditions (including any and all finance charges, fees, or discounts for full payment at the beginning of the policy period) under which such a plan would operate.

3.0 POLICY SPECIFICATIONS

3.1 General

3.1.1 The named insured on all policies will be:

The City of Shreveport, Louisiana and any affiliated, associated or subsidiary entity, including subsidiaries of subsidiaries, as now or may be hereafter constituted.

505 Travis Street
Shreveport, LA 71101

3.1.2 The named insured on the Aviation policy shall be the Shreveport Regional Airport and the City of Shreveport, Louisiana, and any affiliated, associated or subsidiary entity, including subsidiaries of subsidiaries, as now or may be here after constituted.

505 Travis Street
Shreveport, LA 71101

4.0 TERRITORY

United States of America, the District of Columbia and Canada. Transit coverage should be extended to worldwide.

5.0 SPECIAL CONDITIONS ON PROPERTY. CURRENT POLICY PERIOD 3/20/19-3/20/20

5.1 Blanket Property

All real and personal property owned, leased, occupied, used or intended for use by the Named Insured, whether situated, or for which they are legally liable, including improvements and betterment to leased or rented property, blanket fire vehicles, and fire-fighting apparatus and Contractors' Equipment at specified locations.

5.2 Coverage should include protection for:

Newly acquired property to be automatically covered for a period of at least 120 days.

Automatic builders risk protection for new construction and renovation.

Personal property of directors, officers, and employees.

5.3 Perils

“All Risks” of direct physical loss or damage.

5.4 Policy Format

Coverage can be arranged in any appropriate fashion so long as the result is the equivalent of an "all risk" program. A manuscript policy is acceptable or printed forms may be modified by endorsement.

5.5 Program Limits

The amount of blanket insurance available for any one occurrence will be important in evaluating proposals. A blanket limit not less than \$ 815,505,864 is desired for each occurrence. However, it is recognized some underwriters may require sub-limits in which case these should be not less than the following:

\$10,000,000 flood and earthquake annual aggregate separately.

\$1,000,000 transit.

\$1,000,000 property located at unnamed locations.

\$2,000,000 data processing equipment, media and valuable papers and records, and extra expense (per location).

Business Income \$10,000,000

Contractors Equipment \$100,000 per item; \$500,000 Per occurrence

5.6 Deductibles

Various deductible options are invited for \$10,000, \$25,000 and, \$50,000 not to exceed \$50,000 per occurrence. Evaluation of proposals will consider the cost benefit of each option.

Debris Removal: Extend the policy to cover the following expenses incurred by the Insured:

Cost of removal of debris of covered property.

Cost of removal of debris of property not insured from the premises of the Insured.

Cost of restoration of land.

5.7 Extra Expense

Extend the policy to cover the following extra expenses incurred by the Insured.

The actual and necessary extra expense incurred to continue operations due to loss caused by or resulting from covered causes of loss to covered property at 100% percent throughout the entire period of Restoration.

5.8 Loss of Income

Extend the policy to cover the actual loss of income incurred due to the suspension of operations during the period of Restoration resulting from a loss caused by or resulting from a covered cause of loss to covered property.

5.9 Valuable Papers & Records

Extend the policy to pay for loss to valuable papers and records from risk of direct physical loss. Recovery to be the cost to repair or replace with other property of like kind and quality and, if necessary, the cost of gathering, reconstructing and assembling any lost information.

5.10 Accounts Receivable

Extend the policy to pay for loss to Accounts Receivable Records from risks of direct physical loss in the following amounts:

All amounts due from City customers that the City is unable to collect;

Interest charges on any loan required to offset the amounts the city is unable to collect pending payment of these amounts; by the insurance company;

Collection expenses in excess of the City's "normal" collection expenses that are made necessary by the "loss"; and

Other reasonable expenses that the City must incur to re-establish records of Accounts Receivable.

5.11 Demolition and Increased Cost of Construction

Extend the policy to cover:

Loss occasioned by the enforcement of any law or ordinance which necessitates the demolition of any portion of any building or structure (or removal of contents thereof) which has not suffered damage by any of the perils insured.

Loss occasioned by the increased cost of repair, rebuilding or construction of any building or structure resulting from the enforcement of any law, ordinance or regulation concerning the construction or repair of damaged buildings or other structures.

Any increase in business interruption, extra expense, or rental value lost due to additional time required to comply with any law or ordinance.

- 5.12 Co-insurance: None, or removed by agreed amount provision. There is to be no monthly extra expense limitation.
- 5.13 Loss Settlement: Physical Damage: Full cost of repair or replacement for real and personal property. Remove any limitation that the facility must be reconstructed on the same premises.
There shall be no reductions for depreciation or reductions of any kind in the event of a loss occurrence involving multiple locations.
- 5.14 Data Processing Media and Valuable Papers and Records:
The cost to reconstruct, repair or replace the property with other of like kind and quality, including the cost of research, gathering or assembling documents and data.
- 5.15 Exhibitions and Displays: Replacement cost to the Insured.
- 5.16 Other Property: Appraised value or, absent any appraisal, fair market value at time of loss.
- 5.17 Fire Vehicles and Apparatus: Actual cash value at time of loss.
- 5.18 Contractor's Equipment: Actual cash value at time of loss.
- 5.19 Loss Payment: All loss payments to be made to the order of City of Shreveport.
- 5.20 Period of Loss/Restoration: The time during which loss may be claimed by the Insured shall not exceed the time actually required to reconstruct, repair or replace the damaged or destroyed property with due diligence and dispatch.
- 5.21 Control of Damaged Goods: Include coverage which allows the insured to retain title and control over the disposal of any merchandise damaged by an insured peril.
- 5.22 Notice of Loss: The Insured shall report to the insurer every loss or damage which may become a claim as soon as practicable after it becomes known to the risk manager.
- 5.23 Cancellation Non-renewal or Alteration in Coverage: Written notice of 90 days must be given the risk manager in the event of total or partial cancellation of the policy by insurer or intent not to renew upon expiration of material alteration in coverage.
- 5.24 Errors/Omissions: The policy shall not be vitiated by any unintentional error, or omission or oversight by the Insured in making any reports or declarations.
- 5.25 Loss Prevention Service: Indicate the scope and frequency of loss prevention engineering, inspection or appraisal services included in the cost proposal.
- 5.26 Claims Adjusting Service: Indicate the geographic capabilities of in-house adjusting services. If independent adjusting firms are to be used instead of staff adjusters, the carrier must agree that prior to assignment of an independent adjusting firm that such assignment shall be mutually agreed upon between the insured and the carrier. Insured shall not unreasonably fail to agree with carrier on such assignment.

- 5.27 Joint Loss /Agreement: If the property and boiler and machinery insurance companies are different, there must be a joint loss agreement.
- 6.0 SPECIAL CONDITIONS ON CASUALTY POLICY CURRENT POLICY PERIOD 3/17/19 -3/17/20
- 6.1 Policy limits of \$10,000,000 per occurrence for General Liability
- 6.2 Self-insured retention of \$1,000,000.
- 6.3 Policy limits of \$10,000,000 per accident for Automobile
- 6.4 Self-insured retention of \$500,000.
- 6.5 Policy limits of \$10,000,000 per occurrence for Employment Liability retro 3/17/2011
- 6.6 Self-insured retention of \$1,000,000.
- 6.7 Policy limits for Sexual Abuse \$2,000,000 per claim
- 6.8 Self-Insured retention of \$100,000.
- 6.9 Policy Limits for Public Officials Liability \$10,000,000 per occurrence. Self-insured retention of \$1,000,000.
- 7.0 SPECIAL CONDITIONS ON CYBER POLICY. CURRENT POLICY PERIOD 3/17/19 - 3/17/20
- 7.1 Policy limits of \$1,000,000; retention \$25,000.
- 8.0 SPECIAL CONDITIONS ON AUTO PHYSICAL CURRENT POLICY PERIOD 3/17/19 - 3/17/20
- 8.1 Valuation-\$7,897,375 Comprehensive and collision; retention \$5,000
- 9.0 SPECIAL CONDITIONS ON TERRORISM CURRENT POLICY PERIOD 3/17/19 - 3/17/20
- 9.1 Policy limits of \$2,500,000 per occurrence/Property damage limits of \$5,000,000 per occurrence; deductible of \$5000.
- 10.0 SPECIAL CONDITIONS ON BOILER AND MACHINERY CURRENT POLICY PERIOD 3/20/19 - 3/20/22
- 10.1 \$150,000,000 total limit per breakdown
- 10.2 Various deductibles are invited of \$10, \$15, or \$25,000 and not to exceed \$25,000.00
- 11.0 SPECIAL CONDITIONS ON CRIME CURRENT POLICY PERIOD 3/26/17 - 3/26/20
- 11.1 \$250,000 Employee Theft, In Transit, On Premise, Forgery or Alteration; retention \$1,000
- 11.2 \$100,000 Social Engineering Fraud; retention \$5,000.
- 12.0 SPECIAL CONDITIONS ON DISASTER MANAGEMENT. CURRENT POLICY PERIOD 3/17/19 - 3/17/19
- 12.1 \$2,000,000 per occurrence
- 13.0 SPECIAL CONDITIONS ON POLLUTION LIABILITY. CURRENT POLICY PERIOD 3/17/19 - 3/17/20
- 13.1 Policy limit of \$1,000,000 per pollution condition or indoor environmental condition
- 13.2 Retention of \$25,000.
- 14.0 SPECIAL CONDITIONS ON PROFESSIONAL LIABILITY AND EXCESS SPD 3/31/19 - 3/31/20
- 14.1 Each occurrence limit of \$1,000,000/\$3,000,000 aggregate; excess \$5,000,000/\$5,000,000; deductible of \$25,000
- 15.0 SPECIAL CONDITIONS ON SHREVEPORT REGIONAL AIRPORT/PORTABLE EQUIPMENT & AUTO. CURRENT POLICY PERIOD 2/1/19-2/1/20.
- 15.1 Covered autos \$1,000,000 per accident; deductible of \$2,000

- 16.0 SPECIAL CONDITIONS ON AVIATION COMMERCIAL GENERAL LIABILITY. CURRENT POLICY PERIOD 2/16/18-2/16/20
- 16.1 Primary limits; \$200,000,000 each occurrence limit
- 16.2 \$200,000,000 products/completed operation aggregate
- 16.3 \$50,000,000 personal injury & Advertising /passenger misdirection included
- 16.4 \$1,000,000 discrimination & humiliation
- 16.5 \$10,000 Premises medical payments/each person
- 16.6 \$50,000 incidental medical malpractice
- 16.7 \$150,000 Fire legal liability
- 16.8 \$200,000,000 Hangar keeper's liability
- 16.9 \$150,000,000 War, Hi-Jacking & other perils
- 16.10 Excess limits of \$50,000,000 Employer's liability coverage
- 16.11 Excess of \$1,000,000 Primary-Excess of \$1,000,000 Self-insured retention
- 16.12 \$50,000,000 excess on premises automobile liability coverage
- 16.13 \$1,000,000 excess auto over Fire Trucks
- 16.14 \$10,000,000 Air meet/Balloon Meet
- 16.15 \$5000 deductible per occurrence for General Liability and Hangar keepers

17.0 SPECIAL CONDITIONS ON AUTO & PORTABLE EQUIPMENT FOR FIRE VEHICLES. CURRENT POLICY PERIOD 3/31/19-3/31/20

- 17.1 Policy limit \$1,000,000 per accident; deductible \$1,000. Replacement costs on portable equipment; deductible \$100

18.0 **TASKS AND SERVICES**

The Contractor shall provide, at minimum, the following services for OCA/DRM:

- A. Act as a broker of record for new coverages placed during the contract term.
- B. Analyze exposure, claims, coverage forms, and current program data to determine various options in property and casualty program structures and provide recommendations to make the program more efficient and effective.
- C. Identify programs, products, and markets capable of meeting the City's coverage needs. Make recommendations regarding quality of markets, limits and differences in various markets' terms and conditions.
- D. Offer creative solutions and innovative suggestions for OCA/DRM to consider.
- E. Assist OCA/DRM in identifying and organizing pertinent information in order to more effectively market the property and casualty coverage programs. Coordinate the collection of data to include in any market solicitations.
- F. With authorization, solicit quotations for the programs. Act as an advocate for the City in communications with the markets and intermediaries, including negotiations of the lowest possible fees and/or deductible options. OCA/DRM reserves the right to participate in the broker meetings with market representatives to assist in the solicitation of the program.
- G. For insurance coverage placement, a maximum 10% commission rate will be allowed for those placements utilizing a foreign wholesale/intermediary broker. All foreign wholesale/intermediary compensation must be pre-agreed by OCA/DRM and fully disclosed. For all premiums placed through domestic brokers that have a commission component, this commission must be identified and refunded to OCA/DRM.
- H. Compile quotations for the program in an Excel spreadsheet. Where there are an adequate number of markets to do so, provide multiple quotes for competitive purposes. In the event that this requirement is

not possible or recommended, the Contractor must submit an explanation/recommendation to OCA/DRM for approval. For those markets that decline to offer a quote on coverage, documentation from the market indicating why they chose not to quote must be provided.

- I. Consider quotes from all qualified markets. All contacts from qualified and non-qualified markets must be documented and the Contractor must provide all results to OCA/DRM.
- J. Upon authorization, bind the program as directed by OCA/DRM and/or FINANCE DIRECTOR. Bind and/or Binders and/or confirmation of coverage shall be required upon placement.
- K. Review and verify coverage documents received from all bound markets. Determine the coverage placed is correct and verify accuracy of price, rating classification and exposure.
- L. In addition to the original paper copies, deliver electronic copies of all coverage documents. All documents shall be submitted electronically within 90 days of their effective date. All coverage placed with multiple layers must include an Excel graphic display of the placement showing markets, policy numbers, limits, premiums, taxes, fees and commissions, if applicable, per layer.
- M. The Contractor is prohibited from accepting any contingent income, profit sharing, enhanced commission, or other forms of hidden income associated with this contract. Confirm that compensation, including direct and contingent, on all market proposals has not been assessed or has been credited to the premium billed.
- N. Ensure the timely billing of all documents and endorsements to OCA/DRM and assist with premium allocations or breakdowns by agency for internal OCA/DRM billing purposes. In the event a Notice of Cancellation has been issued due to nonpayment of premium, work with OCA/DRM to resolve the situation and, to the extent possible, make a payment on behalf of the OCA/DRM.
- O. Prepare certificates of insurance and endorsements, as requested, within 48 hours on a normal schedule and within 12 hours on a rush schedule.
- P. Ensure proper service from markets on coverage placed and endorsements requested.
- Q. Assist OCA/DRM when other related coverage needs to be added during the term of the contract, at no additional cost.
- R. Develop a strategy for any upcoming renewal during the contract period to be presented in writing to OCA/DRM a minimum of 90 calendar days before expiration. Include and identify any intended intermediaries used in the solicitation process.
- S. Disclose coverage additions and coverages restrictions on all renewal quotes in a chart format as compared to the expiring coverage.
- T. Assist OCA/DRM with reporting of claims. Be an advocate for the City on any disputed or problem claims. OCA/DRM's third-party administrator shall report the claims to the Contractor and the Contractor will be responsible for the reporting of all claims to the markets. OCA/DRM shall report litigated claims to the Contractor and the Contractor will be responsible for the reporting of all claims to the markets. In the event of an incident of high severity, act as an intermediary and advocate for the City with the markets to facilitate communication, data exchange, and prompt resolution of claims.
- U. Monitor claims submitted to the markets to ensure they are properly handled and responded to in a time manner. Provide confirmation to OCA/DRM with the markets on all claims, including claim number and representative contact information.
- V. As requested by OCA/DRM, obtain clarification regarding coverage or claims questions.
- W. Provide annual loss runs for each policy a minimum of 60 calendar days before expiration, including any prior year with open losses. These reports shall reflect claims opened and closed and claims reserved and paid by policy year (including all allocated loss adjustment expenses) until all claims are closed. These reports shall be cumulative for the coverage year and not just activity for the year. At OCA/DRM's request, loss runs shall be provided at any time during the year.

Information to be reflected on the quarterly report for each individual claim shall include but not be limited to the following:

- Date of Loss:
- Status of claim (open, closed, reopened);

- Brief description of loss;
 - Name of City Department;
 - Amount of claim as indicated below (by coverage code, if coverage code is applicable);
Total Incurred;
Amount paid;
Amount reserved;
Amount recovered;
Amount of loss adjustment expenses; and
Net incurred.
- X. Advise OCA/DRM on a semiannual basis, or as requested, about current developments in the marketplace as to coverages, forms, availability, pricing, or other significant developments that would impact the City or vendors/contractors dealing with the City.
- Y. Assist OCA/DRM with property-related and casualty-related training classes as needed for City department personnel. Training on specific topics may be determined by OCA/DRM or recommended by the Contractor.
- Z. Provide risk management and professional services, as requested by OCA/DRM, including, but not limited to, identifying and minimizing loss potential, conducting and/or reviewing property inspections, reviewing casualty exposures, researching alternative risk transfer techniques, attending meetings with City departments, markets, or other consultants.

19.0 DELIVERABLES

- A. Key Deliverables
- 1) Contractor shall bind coverage as agreed upon OCA/DRM within five (5) calendar days of OCA/DRM's approval.
 - 2) All coverage documents shall be received (electronically) within 90 calendar days of their effective date.
 - 3) All certificates of insurance and endorsements shall be received within 24 hours on a normal schedule and within 12 hours on a rush schedule.
 - 4) The Contractor will report all claims within 12 hours to the applicable markets when notified by OCA/DRM and/or OCA/DRM's TPA.
- B. Additional Deliverables
- 1) Claims history and loss runs shall be submitted annually, a minimum of 60 calendar days before expiration, and at any time upon request by ORM.
 - 2) Premium rates and commission rates shall be reported per market per layer on the bound insurance program within thirty (30) calendar days of binding. The preferred method of reporting is an Excel spreadsheet.
 - 3) All requested reports, analyses, and recommendations shall be submitted in a timely manner as determined by OCA/DRM and communicated to the Contractor.

20.0 MANDATORY MINIMUM QUALIFICATIONS OF PROPOSER

Proposers must meet the following minimum qualifications. Failure to respond or to comply with any of the following will result in disqualification of the proposal.

- The proposer must have professional liability (error and omissions) coverage with a limit of at least \$5,000,000 per occurrence. Proof of such coverage must be submitted with the proposal.
- The proposer must have experience in structuring, placing, binding and servicing complex commercial property and casualty insurance programs. At least one (1) example of such experience must be a public entity. Reference information must be listed for each example and should include the organization name,

contact name, title, telephone number, and email address, along with the number of years as a client. All references must not be from a person, company or organization with any interest, financial or otherwise, in the proposer's organization.

- The proposer must provide paper copies of, or an internet link, to two (2) years of annual financial statements, beginning with the most recently completed year (audited, if available). The financial statements should be detailed enough for OCA/DRM to analyze and assess the Proposer's financial position. Financial statements of the parent company are acceptable. If a parent company's financial statements are submitted, an official document(s), such as an annual report or a Secretary of State's registration, must also be submitted.
- The proposer must have a surplus lines broker's license. Proof of such license is required and must be submitted with the proposal.

21.0 SCHEDULE OF EVENTS

Anticipated Schedule of Events, dates are subject to change with no notice.

RFP Release Date:	September 11, 2019
Proposal Submission Deadline:	October 15, 2019
Tentative Date of Oral Presentations/Discussions	November 6-8, 2019
Tentative Date for Notice of Intent to Award Announcement	November 13, 2019
Estimated Contract Execution	November 15, 2019

PART IV- EVALUATION CRITERIA

RFP# 19-825

PROJECT: **Insurance Broker Services – Aviation, Auto, Property/Casualty/Commercial General Liability, Professional Liability, etc.**_____

Evaluator: _____ Phone #: _____

Date: _____ Company Name: _____

		POINT RANGE	POINTS ASSIGNED
1	Qualifications of project personnel and Offerors ability to commit a capable staff and support for a project of this size under the time constraints as listed in the RFP. Also, commitment to change computer system to accommodate the processing of data during the current year and beyond.	0-40	
2	Approach and Methodology	0-30	
3	Experience and capacity of Offeror, including recent and related experience.	0-20	
4	Demonstrated understanding of the problems and needs presented by the project.	0-10	

TOTAL POINTS: 100 Points

PART V

PROVIDE SUBMISSION REQUIREMENTS IN THE FOLLOWING FORMAT
Proposals submitted in the prescribed format and with properly completed exhibit forms, as provided herein, will be evaluated for contract award.

1.0 SUBMISSION REQUIREMENTS & CHECKLIST

1.1 To achieve a uniform review process and allow for adequate comparability, the proposals must be organized in the manner specified below:

- 1.1.1 A Table of Contents - clearly identify the material, by section and page number.
- 1.1.2 A Letter of Transmittal - **limit to four printed pages.**
- 1.1.3 ___ Provide number of years in business, office location, email address, and financial stability of company.
- 1.1.4 ___ Briefly state your firms understanding of the work to be done, and make positive commitment to perform the work.
- 1.1.5 ___ Identify your proposals principal strengths and weaknesses.
- 1.1.6 ___ Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.
- 1.1.7 ___ State whether or not your firm has been involved in any litigation and/or has been disqualified by any agency within the past five (5) years, because of your performance. Explain fully if your firm has been involved in any litigation and/or has been disqualified.
- 1.1.8 ___ Indicate the number and dates of amendments that you have received. **(end of transmittal letter)**

- 1.2 Provide narrative on the approach to the scope of work (proposed project plan) using the format of **Exhibit A.**
- 1.3 Document Offerors prior similar projects with name, address, and phone number of a contact with whom City can discuss Offerors past performance using the format of **Exhibit B.**
- 1.4 Submit qualifications of personnel that will work on this project using the format of **Exhibit C.**
- 1.5 Provide Acknowledgement/Certifications using **Exhibit D.**
- 1.6 Must submit copy of active surplus lines broker's license per SOW 20.0.
- 1.7 Provide Professional Liability coverage per SOW 20.0.
- 1.8 Provide proof of Financial Stability per SOW 20.0. If submitting financial statements of the parent company, also submit an annual report and/or proof of Secretary of State registration.
- 1.9 Must have and provide a copy surplus lines broker's license per SOW 20.0.
- 1.10 Submit Appendix 3 - FELONY CONVICTION STATEMENT.
- 1.11 List any exceptions to this RFP (and/or the enclosed City's Standard Agreement).
- 1.12 Other information and materials which the Offeror wishes to submit in support of this proposal, qualification, etc.
- 1.13 Each Proposer shall submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable, and provide an electronic copy (CD or USB flash drive) of your response in an ATTACHED (NOT LOOSE) pocket file with each copy of your proposal.

PART VI
RFP NO. 19-825

EXHIBIT A

PAGE _____ of _____

NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK

(Proposals should respond to the Scope of Work point by point by numeric reference.)

OFFERORS EXPERIENCE

Provide experience in structuring, placing, binding and servicing complex commercial property and casualty insurance programs. At least one (1) example of such experience must be a public entity. Reference information must be listed for each.

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Name	Resume Attached Y / N
Title	No. Years with Firm?
Experience	

Name	Resume Attached Y / N
Title	No. Years with Firm?
Experience	

Name	Resume Attached Y / N
Title	No. Years with Firm?
Experience	

Name	Resume Attached Y / N
Title	No. Years with Firm?
Experience	

Name	Resume Attached Y / N
Title	No. Years with Firm?
Experience	

Name	Resume Attached Y / N
Title	No. Years with Firm?
Experience	

ACKNOWLEDGEMENT

_____ (initial) **Access to Records and Reports.** The Bidder agrees to provide the City of Shreveport, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Bidder agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Proposer agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

OFFERORS CERTIFICATIONS

Has a federal agency or a federally certified state or local agency performed any review of your accounts or records in connection with any grant or contract within any grant or contract within the past twelve months?

YES _____ NO _____ (IF YES GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)

- 1.0 In compliance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees:
- 1.1 This proposal, as stated, is open for acceptance for a period of 120 calendar days from date of opening; and
- 1.2 To furnish all services, materials, and equipment necessary and incidental to perform the proposed project;
- 1.3 That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.
- 1.4 Acting on behalf of the Offeror, this is to attest that the undersigned is a duly authorized representative of the below captioned firm, corporation or business.
- 1.5 By signing this document, the Offeror understands and agrees that the identity of any Offeror or the contents of any proposal will not be public information until after the contract award is made.

Signature Offerors Representative
authorized to enter into contract with
the City of Shreveport

Title

Company

Authorized Signature (typed/printed)

State Contractors License Number

Telephone

Fax Number

Emergency Number(s)

Date

Email Address

Offerors Federal Employer I.D. Number

FROM: _____

* Surplus Lines Broker License Number # _____

PLEASE RUSH TO:

CITY OF SHREVEPORT
OFFICE OF THE PURCHASING AGENT
505 Travis Street, Suite 610
SHREVEPORT, LOUISIANA 71101-3042

SEALED PROPOSAL FOR:

RFP Number: 19-825

Project Name: Insurance Broker Services – Property & Casualty and Aviation & Fire

Opening Date/Time: _____

**Attention: Use this format on the outside of your container when responding with a paper proposal.
We do not accept faxed responses for formal solicitations! Revised 12-15-11**

EXHIBIT E



AFFIDAVIT

ATTESTING THAT ENTITY OR PERSON DOES NOT OWN ADJUDICATED OR LIEN PROPERTY AND DOES NOT OWE OUTSTANDING DEBT TO CITY

** This affidavit is submitted to document compliance with Shreveport City Code 26-211. **

BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared

_____ authorized representative of:

_____ with a Federal Tax Identification Number (EIN) of:

_____ and with a current email address of:

_____ who does hereby state as follows, to-wit:

- 1 Business Entity or Person does not own any property which is adjudicated to the City of Shreveport, Louisiana or which has demolition liens, grass cutting liens, or any other Property Standards liens on it. For purposes of this subsection, the term "own" shall mean to be the last record owner of the property prior to a tax sale or adjudication.
2 Business Entity or Person does not own more than twenty-five percent (25%) of a legal entity that owns any property which is adjudicated to the City or which has demolition liens, grass cutting liens, or any other Property Standards liens on it.
3 Business Entity or Person has paid all taxes, licenses, fees, fines and other charges which are outstanding and due to the City. E.g. false alarm fees, property standard fines, over-due water bills.
4 Business Entity or Person will provide written notification to the City's Purchasing Agent no later than the next work day after any of the above statements becomes invalid.
5 Upon request of the Purchasing Agent the City reserves the right to require a newly dated/issued Affidavit.

BY: _____
Printed Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME, this ____ day of _____, 20____.

Notary Public

Notary Identification Number or LA Bar Roll Number

Mail original affidavit via U.S. mail to:

or

Deliver via other carrier or hand-delivery to:

Purchasing Division
P.O. Box 31109 | Shreveport, LA 71130

Purchasing Division
505 Travis St., Suite 610 | Shreveport, LA 71101

Affidavit must be on file in the Purchasing Office before a contract, purchase order or check is issued.

Appendix 2

City of Shreveport

FELONY CONVICTION STATEMENT

This document must be furnished with your proposal. Failure to submit will result in the proposal being declared as non-responsive.

RFP Number: __19-825__

By signing this document in accordance with La. R.S. 38:2227, the appearer, as a proposer on the above project, does hereby attest that:

- 1.0 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
1.1 Public bribery (R.S. 14:118) 1.2 Extortion (R.S. 14:66)
1.3 Corrupt influencing (R.S. 14:120) 1.4 Money laundering (R.S. 14:23)
2.0 Within the past five years from the project proposal date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the proposing entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or proposal awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
2.1 Theft (R.S. 14:67) 2.2 Identity Theft (R.S. 14:67.16)
2.3 Theft of a business record (R.S.14:67.20) 2.4 False accounting (R.S. 14:70)
2.5 Issuing worthless checks (R.S. 14:71) 2.6 Bank fraud (R.S. 14:71.1)
2.7 Forgery (R.S. 14:72) 2.8 Contractors; misapplication of payments (R.S. 14:202)
2.9 Malfeasance in office (R.S. 14:134)

If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the cost of rebidding, additional costs due to increased cost of proposal and any and all delay costs due to the readvertisement or cancellation of the contract.

And, executes this document as:

Company Name: _____

Address: _____

Phone Number: _____ FAX Number: _____

By: _____
Signature of Authorized Owner or Representative Title Date

Print Name: _____ Email Address: _____

Fax to: 318-673-5408 OR Email to: Jeanette.watson@shreveportla.gov (12-05-17)