

# **REQUEST FOR PROPOSALS**

## **INSURANCE BROKER SERVICES**

**March 30, 2012**

**Greenville Utilities Commission**

**401 South Greene Street  
Greenville, NC 27834**

**Note: All Inquiries regarding this RFP  
Are to be directed to  
Sandy Dail  
Cost Analyst  
Email: [Dailsh@guc.com](mailto:Dailsh@guc.com)**



**Greenville  
Utilities**

## REQUEST FOR PROPOSALS Insurance Broker Services

March 1, 2012

Dear Service Provider:

Greenville Utilities Commission (GUC), located in Greenville, North Carolina, is now accepting Proposals for Insurance Broker Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

A Non-Mandatory Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on March 9, 2012 at 1:00 PM at the GUC Main Office Building, 401 S. Greene Street, Greenville, NC 27834, 3<sup>rd</sup> Floor Conference Room. Please bring a copy of the RFP with you at that time. All Service Providers should return a completed Request for Proposals Acknowledgement Form (Section 7, Form One) by the date stated in the schedule in Section 2.1 of this RFP.

An electronic copy of the RFP in Adobe format may be obtained by contacting Sandy Dail at [dailsh@guc.com](mailto:dailsh@guc.com).

All Proposals are due to the Finance Department of GUC, 401 S. Green Street, Greenville, NC 27834 no later than March 30, 2012 at 4:30PM.

One electronic copy of the Proposal in a searchable format such as MS Word or Adobe and one original Proposal bound in a three ring loose leaf binder signed in ink by a company official authorized to make a legal and binding offer, plus one copy of your proposal bound in the same fashion as the original must be submitted in a sealed box or an opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals  
Attention: Sandy Dail  
Name of Company Submitting Proposal  
Insurance Broker Services

RFP questions must be directed to Sandy Dail, Finance Department, per the enclosed instructions in Section 2.3. GUC is an equal opportunity purchaser.

Sincerely,

Sandy Dail  
Cost Analyst

cc: Jeff McCauley, Chief Financial Officer  
Keith Jones, Director of Financial Services and Accounting  
Kevin Keyzer, Resource Exposure Manager

Checklist for submitting a Proposal:

**Step 1 – Read the document fully.**

**Step 2 –** If you plan on submitting a Proposal then fax Form 1 in Section 7 to the number listed on the sheet.

**Step 3 –** If you have any questions send them before the deadline listed in Section 2.3.

**If you plan on submitting a Proposal you must follow this checklist, and must include everything detailed below:**

**Proposal Copies**

- \_\_\_\_\_ One copy on a Flash Drive
- \_\_\_\_\_ One copy “marked original” (*bound per section 4 of this RFP*)
- \_\_\_\_\_ One copy (*bound per section 4 of this RFP*)

**Proposal Format-If submitting a Proposal, it should be set-up as shown below for all required copies:**

- \_\_\_\_\_ Cover Letter per Section 4.1.1
- \_\_\_\_\_ Executive Summary per Section 4.1.2
- \_\_\_\_\_ Background and Experience per Section 5
- \_\_\_\_\_ Answer all questions listed under Section 4.1.4 and 4.1.7.
- \_\_\_\_\_ Section 7 Form 2
- \_\_\_\_\_ Section 7 Form 3
- \_\_\_\_\_ Section 7 Form 4
- \_\_\_\_\_ Section 7 Form 5
- \_\_\_\_\_ Exception to any part of the RFP (If you take any exceptions to anything in this document, list it in a category in your Proposal called “Exceptions” and offer an alternative solution).

**This is all you have to include when you submit your Proposal.**

**If awarded a contract, you will have to submit the following when you sign the contract:**

- \_\_\_\_\_ **Insurance certificate per requirements in Section 8, number 27.**
- \_\_\_\_\_ **Business licenses per requirements in Exhibit A, Section 22.**

**It is the Service Provider’s responsibility to check [www.guc.com](http://www.guc.com) for any addendums or changes to this Project. Search for Insurance Broker Services.**

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# Introduction and General Information

## 1. INTRODUCTION.

### 1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable GUC to determine which Service Provider and Proposed Solution will best meet GUC's needs.

### 1.2. Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by GUC of a Deliverable or Service in accordance with the acceptance process and criteria set forth in the Contract.
<i>Contract:</i>	Refers to a written agreement executed by GUC and Service Provider for all or part of the Services covered by this RFP.
<i>GUC:</i>	Refers to GUC of Greenville, North Carolina.
<i>GUC Project Manager:</i>	Refers to a specified GUC employee representing the best interests of GUC for this RFP.
<i>Company:</i>	Refers to a Service Provider that has been selected by GUC to provide the Services required by this RFP.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this RFP.
<i>County:</i>	Refers to Pitt County, North Carolina.
<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans and other items, which the Company is required to complete and deliver to GUC in connection with this Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works, that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are published or provided to GUC by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the Deliverables or Services.
<i>Evaluation Committee:</i>	Refers to a committee, as appointed by GUC, responsible for determining the best Service Provider for the Services described in this RFP.

## Introduction and General Information (continued)

<i>Milestones:</i>	Refers to the benchmarks of performance (consisting of an identified deadline for the completion of specific services and/or the Acceptance of identified Deliverables), as specified in this RFP.
<i>Project:</i>	Refers to the procurement process to choose a Service Provider to perform Insurance Broker Services for GUC.
<i>Project Plan:</i>	Refers to the detailed plan for delivery of the Services as described in Section 3, in the form accepted in writing by GUC in accordance with the terms of this RFP and resultant Contract.
<i>Proposal:</i>	Refers to the Proposal submitted by a Service Provider for the Services as outlined in this RFP.
<i>Retentions</i>	Refers to Self-Insured Retentions (SIR). The amount to be paid by the insured before insurance coverage is triggered.
<i>Services:</i>	Refers to the Insurance Broker Services as requested in this RFP.
<i>Service Provider:</i>	Refers to a company that has interest in providing the Services required by this RFP.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Deliverables and Services which are set forth or referenced in: (i) this RFP; (ii) the Documentation; and (iii) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Underwriters</i>	Refers to the various insurance company representatives that evaluate and price various risks to be insured under a policy of insurance.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, reports, information, designs, plans and other items developed by the Service Provider in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

- 1.3. Accuracy of RFP and Related Documents.** GUC assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, GUC will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any



## Introduction and General Information (continued)

documents provided by GUC other than those provided by GUC through the issuance of addenda. In no event may a Service Provider rely on any oral statement by GUC or its agents, advisors or consultants.

Should a Service Provider find discrepancies or omissions in this RFP or any other documents provided by GUC, the Service Provider should immediately notify GUC of such potential discrepancy in writing, and a written addendum may be issued if GUC determines clarification necessary. Each Service Provider requesting an interpretation will be responsible for delivering such requests to GUC's designated representative as directed in Section 2 of this RFP.

- 1.4. GUC's Rights and Options.** GUC reserves the following rights, which may be exercised at GUC's sole discretion:
- 1.4.1. To supplement, amend, substitute or otherwise modify this RFP at any time;
  - 1.4.2. To cancel this RFP with or without the substitution of another RFP;
  - 1.4.3. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of GUC;
  - 1.4.4. To issue additional requests for information;
  - 1.4.5. To require one or more Service Providers to supplement, clarify or provide additional information in order for GUC to evaluate the Proposals submitted;
  - 1.4.6. To conduct investigations with respect to the qualifications and experience of each Service Provider;
  - 1.4.7. To waive any defect or irregularity in any Proposal received;
  - 1.4.8. To reject any or all Proposals;
  - 1.4.9. To share the Proposals with GUC employees other than the Evaluation Committee or GUC advisory committees as deemed necessary;
  - 1.4.10. To award all, none, or any part of the Services that is in the best interest of GUC, with one or more of the Service Providers responding, which may be done with or without re-solicitation.
  - 1.4.11. To discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms; and
  - 1.4.12. To enter into any Contract deemed by GUC to be in the best interest of GUC, with one or more of the Service Providers responding.
- 1.5. Expense of Submittal Preparation.** GUC accepts no liability for the costs and expenses incurred by the Service Providers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Service Provider that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that the Service Provider cannot make any claim whatsoever for reimbursement from GUC for the costs and expenses associated with the procurement process.

# Introduction and General Information (continued)

## 1.6. Proposal Conditions.

The following terms are applicable to this RFP and the Service Provider's Proposal.

- 1.6.1. RFP Not An Offer. This RFP does not constitute an offer by GUC. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of GUC unless GUC and the Service Provider execute a Contract. No recommendations or conclusions from this RFP process concerning the Service Provider shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.
- 1.6.2. Right to Terminate Discussions. The Service Provider's participation in this process might result in GUC selecting the Service Provider to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by GUC to execute a Contract or to continue discussions. GUC can terminate discussions at any time and for any reason.
- 1.6.3. Requirement for Representation as to Accuracy and Completeness of Proposal. Each Service Provider shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: **“The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to GUC, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead GUC as to any material facts.”**
- 1.6.4. Trade Secrets/Confidentiality. Upon receipt at the Procurement Services Division, your Proposal is considered a public record except for material which qualifies as “trade secret” information under N.C. Gen. Stat. 66-152 et. seq. including Personal Identification information to include, but not be limited to, social security numbers, bank account numbers, and driver's license numbers. After the Proposal due date, GUC's Evaluation Committee, as well as other GUC staff and members of the general public who submit public records requests will review the Proposal.

The public disclosure of the contents of each Service Provider Proposal submitted in response to this RFP is governed by Chapter 132 and 66-152 et. seq. of the General Statutes of North Carolina. If any Proposal contains trade secret information as defined by Chapter 66-152 et. seq. of the General Statutes of North Carolina, such trade secret information should be specifically and clearly identified in accordance with this Section 1.6.4.

To properly designate material as trade secret under these circumstances, each Service Provider must take the following precautions: (a) any trade secrets submitted by a Service Provider should be submitted in a separate, sealed envelope and on separate CD of electronic files, marked “Trade Secret – Confidential and Proprietary Information – Do not Disclose Except for the Purpose of Evaluating this Proposal”, and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope and on each page of the electronic file.

## Introduction and General Information (continued)

In submitting a Proposal, each Service Provider agrees that GUC may reveal any trade secret materials contained in such response to all GUC staff and GUC officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by GUC to assist in the evaluation process.

Furthermore, each Service Provider agrees to indemnify and hold harmless GUC and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Service Provider has designated as a trade secret.

**Any Service Provider that designates its entire Proposal as a trade secret may be disqualified.**

- 1.6.5. Prohibited Discrimination. GUC is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. For purposes of this section, Prohibited Discrimination means discrimination in the solicitation, selection, and/or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, Prohibited Discrimination also includes retaliating against any person, business or other entity for reporting any incident of Prohibited Discrimination. It is understood and agreed that not only is Prohibited Discrimination improper for legal and moral reasons, Prohibited Discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to GUC and others. As a condition of entering into any Contract, the Service Provider shall represent, warrant and agree that it does not and will not engage in or condone Prohibited Discrimination. Without limiting any rights GUC may have at law or under any other provision of any Contract, it is understood and agreed that a violation of this provision constitutes grounds for GUC to terminate any such Contract.
- 1.6.6. Statutory Requirements. Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.
- 1.6.7. Reservation of Right to Change Schedule. GUC shall ultimately determine the timing and sequence of events resulting from this RFP. GUC reserves the right to delay the closing date and time for any phase if GUC staff believe that an extension will be in the best interest of GUC.
- 1.6.8. Reservation of Right to Amend RFP. GUC reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of GUC. Any addenda will be posted to the Internet at [www.guc.com](http://www.guc.com). Service Providers are required to acknowledge their receipt of each addenda by including the Addenda Receipt Confirmation Form set forth in Section 7, Form Two with their Proposal.
- 1.6.9. Additional Evidence of Ability. Service Providers shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. GUC reserves the right to request such information at any time during the Proposal evaluation period for this RFP.

## Introduction and General Information (continued)

- 1.6.10. No Collusion or Conflict of Interest. By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.
- 1.6.11. Proposal Terms Firm and Irreversible. The signed Proposal shall be considered a firm offer on the part of the Service Provider. GUC reserves the right to negotiate price and Services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by GUC. The Service Provider chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at GUC's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.
- 1.6.12. Proposal Binding for 180 Days. Each Proposal shall contain a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Service Provider and include their name, title, address, and telephone number. All prices quoted shall be firm and fixed for the full Contract period. GUC shall have the option to accept subject to exception by Contract.
- 1.6.13. Subcontracting. The Service Provider given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Service Provider shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. GUC retains the right to approve all subcontractors.
- 1.6.14. Equal Opportunity. GUC has an equal opportunity purchasing policy. GUC seeks to ensure that all segments of the business community have access to supplying the goods and services needed by GUC programs. GUC provides equal opportunity for all businesses and does not discriminate against any Service Providers regardless of race, color, religion, age, sex, and national origin or disability.
- 1.6.15. Use of GUC's Name. No advertising, sales promotion or other materials of the Service Provider or its agents or representatives may identify or reference GUC in any manner absent the prior written consent of GUC.
- 1.6.16. Withdrawal for Modification of Proposals. Service Providers may change or withdraw their Proposals at any time prior to the Proposal due date; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal, and received by GUC prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked "**Modifications to Proposal.**"

## Introduction and General Information (continued)

- 1.6.17. No Bribery. In submitting a response to this RFP, each Service Provider certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of GUC in connection with the Contract.
- 1.6.18. Exceptions to the RFP. Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included as Section 8. An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language included as Section 8. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.
- 1.6.19. Fair Trade Certifications. By submission of a Proposal, the Service Provider certifies that in connection with this procurement:
- The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone;
  - Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Service Provider and will not knowingly be disclosed by the Service Provider prior to opening; and
  - No attempt has been made or will be made by the Service Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 1.6.20. Clarification of Ambiguities. Any Service Provider believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify GUC in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim for ambiguity, inconsistency or error.
- 1.6.21. Service Provider's Obligation to Fully Inform Themselves. Service Providers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Service Provider' own risk.
- 1.6.22. Disclaimer. Each Service Provider must perform its own evaluation and due diligence verification of all information and data provided by GUC. GUC makes no representations or warranties regarding any information or data provided by GUC.

# Procurement Process

## 2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

### 2.1. Schedule and Process.

The following chart shows the schedule of events to prepare the Service Provider's Proposal. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
March 1, 2012	<i>Issuance of RFP.</i> GUC issues this RFP.
March 7, 2012	<i>Request for Proposals Acknowledgement.</i> Service Providers who intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the fax number listed in Section 2.2.
March 8, 2012	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Service Providers are permitted to submit written questions, but only for purposes of clarifying this RFP. All submissions must be faxed or preferably e-mailed to Sandy Dail at the address and number listed in Section 2.3. Questions are due by 12 p.m. on March 8, 2012.
March 9, 2012	<i>Non-Mandatory Pre-Proposal Conference. 1:00 PM</i>
March 30, 2012	<i>Proposal Submission.</i> Proposals are due by 4:30 p.m. on March 30, 2012, at the Main Office, Finance Department. All Proposals will be time-stamped upon receipt and held in a secure place until this date.
April 2, 2012 – April 13, 2012	<i>Evaluation.</i>
April 16, 2012	<i>Contract Award by GUC.</i>
July 1, 2012	<i>Insurance Broker Services.</i> Service Provider begins providing all Insurance Broker Services.

### 2.2. Intent to Process.

Please acknowledge receipt of this RFP via facsimile or email by March 7, 2012 using the Request for Proposals Acknowledgement Form located in Section 7, Form One. Complete the form in its entirety advising GUC of your firm's intention to submit or not submit a Proposal. Fax or email the completed and signed form to (252) 551-3302, Attention: Sandy Dail or dailsh@guc.com.

## Procurement Process (continued)

### 2.3. Interpretations and Addenda.

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Service Provider with the exception of questions answered at the Pre-Proposal Conference. Otherwise, Service Providers must request such interpretations or clarifications in writing from GUC. Address requests for information or clarification of this RFP to Sandy Dail at the e-mail address listed below. When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **12:00p.m. on March 8, 2012.**

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 2.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal Due Date. When responding to Service Provider questions or issuing addenda to the RFP, GUC will post the answer or information to the Internet at [www.guc.com](http://www.guc.com).

Sandy Dail, Greenville Utilities Commission, 401 S. Greene Street, Greenville, NC 27834 Fax: (252) 531-3302 E-mail: [dailsh@guc.com](mailto:dailsh@guc.com).

GUC reserves the right to disqualify any Service Provider who contacts a GUC or County official, employee, or agent concerning this RFP other than in accordance with this Section. Nothing in this Section shall prohibit GUC from conducting discussions with Service Providers after the Proposal due date.

**2.4. Pre-Proposal Conference.** A Non-Mandatory Pre-Proposal Conference will be conducted on **March 9, 2012 at 1:00 PM.** The meeting will be held at GUC Main Office, 401 S. Greene Street, Greenville, North Carolina 27835, 3<sup>rd</sup> Floor Conference Room.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Service Providers are encouraged to attend. If special accommodations are required for attendance, please notify Sandy Dail in advance of the conference date and time identifying the special accommodations required.

**2.5. Submission of Proposals.** **One** (1) electronic copy on a USB flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) original Proposal bound in a three ring loose leaf binder signed in ink by a company official authorized to make a legal and binding offer, plus one (1) copy bound in a similar fashion to the original shall be submitted to the address listed in Section 2.3 above by March 30, **2012 on or before but no later than 4:30 p.m.** The "original" Proposal and each of the copies shall be complete and unabridged, and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information.

## Procurement Process (continued)

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of GUC. **Proposals sent by fax or email will not be accepted.**

Do not arrive at GUC on the Proposal due date for the purposes of reviewing your competitor's Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.

In a **separate sealed envelope** the service provider should provide its proposed annual fee for services for years one through five. The annual fees will be paid through commissions collected by the service provider on insurance policy placements. Beginning with the first year and each year thereafter, GUC and the Service Provider will negotiate the specific percentage of premium to be collected as commissions on insurance policies placed. The commission amounts will be adjusted so that the commissions collected result in an amount that does not exceed the annual fee for the next annual service period. The annual commission adjustment will be based on the insurance policies and premiums in place on June 1<sup>st</sup> prior to the beginning of the next service period.

This fee shall be all inclusive of the fees to be charged for the scope of services described in this RFP. Additionally, the service provider must describe its commitment to transparency of all compensation earned on GUC's business. All commissions earned in performance of this scope of work shall be counted toward the annual fee whether they be negotiated commissions, contingent or enhanced commissions, or wholesale commissions. The service provider should describe all forms of commissions received and how they will be accounted for in total compensation for GUC's business.

**2.6. Correction of Errors.** The person signing the Proposal must initial erasures or other corrections in the Proposal. The Service Provider further agrees that in the event of any obvious errors, GUC reserves the right to waive such errors in its sole discretion. GUC, however, has no obligation under any circumstances to waive such errors.

**2.7. Evaluation.** As part of the evaluation process, the Evaluation Committee may engage in discussions with any Service Provider. Discussions might be held with individual Service Providers to determine in greater detail the Service Provider's qualifications, to explore with the Service Provider the scope and nature of the required contractual Services, to learn the Service Provider's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to GUC.

GUC may in its discretion require one or more Service Providers to make presentations to the Evaluation Committee or appear before GUC and/or its representatives for an interview. During such interview, the Service Provider may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as GUC deems appropriate. Service Providers will be notified in advance of the time and format of such meetings.



## Procurement Process (continued)

Since GUC may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall define the Service Provider's best offer for performing the Services described in this RFP.

**2.8. Contract Award by Board.** As soon as practical after opening the Proposals, the name of the apparent successful Service Provider will be submitted to the Board for final approval of award. If approved by the Board, the Procurement Services Division will provide Contract documents to the Service Provider. In the event the Board approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Service Provider may request that it be released from the Proposal.

(THIS SECTION INTENTIONALLY LEFT BLANK)

# Scope of Services

## 3. SCOPE OF INSURANCE BROKER SERVICES.

### 3.1. General Scope.

The Finance and Human Resource Departments of GUC provide property and casualty risk management services to four (4) operating departments and five (5) support departments including themselves.

Through this agreement, the Company will perform certain work and services on assignment(s) related to supporting GUC in its risk management and insurance needs. Services include market analysis, coverage recommendations and placements, consulting services and other related services.

While GUC is flexible with respect to certain elements of its proposed relationship with the Company, GUC does have certain preferences for that relationship and has developed the following proposed model for that relationship.

### 3.2. Service Categories.

GUC has broken down the services to be provided in several categories outlined in Appendix A and Appendix B including Primary and Excess Insurance Placement, Claims Reporting and Counseling, Risk Management/Risk Control Consulting, Enterprise Risk Management Consulting, Market Trend Analysis, Communications of Emerging Risk Topics, Industry Specialization, and other miscellaneous services related to risk financing, transfer and management.

### 3.3. Services and Responsibilities.

Due to the complexity of our risk management programs it is necessary that brokerage services be comprehensive and provides strong support to GUC. The Company shall provide the following services during the term of the Contract:

- 3.3.1. Risk Financing. Service provider shall provide support to GUC in development and maintenance of risk financing plans that enable success in over-all financial planning and budgeting. Coordinate with actuarial efforts and provide comprehensive information on market conditions and trends; support innovative design of and alternatives for the most cost effective risk financing methods; and design risk financing programs that provide adequate policy limits, lowest feasible retentions and costs with appropriate segregation of risks.
- 3.3.2. Insurance Renewal Applications, Policy Review and Policy Delivery. At least 90-days prior to the expiration of each policy, an underwriter's application shall be delivered to GUC for review and completion. Upon renewal or placement of new policies, the Service Provider shall review all policies and endorsements to ensure /confirm accuracy of policy terms and conditions prior to delivery of policies for review and acceptance by GUC. GUC requires new or renewal policy delivery within Ninety (90) days of expiration, renewal or policy anniversary dates.

## Scope of Services (continued)

### 3.3.3. Marketing.

Service provider shall provide marketing at the direction of GUC when it is determined to be in the best interest of GUC to approach markets regarding pricing and/or coverage. The Service Provider shall organize, develop, and present to underwriters all necessary data for the marketing of risk financing plans; review the marketing plan documents with GUC for approval to proceed prior to going to the market. Facilitate, as directed, meetings/discussions between underwriters and GUC; and negotiate and present to GUC the best risk financing/insurance policy terms, conditions and premium rates.

Service provider shall evaluate the underwriter(s) and their respective companies, and report to GUC, on financial stability and service commitment to clients; review and advise GUC on policy language for proper application to risk. For each policy renewal process, the Company shall meet with GUC to set a pre-determined renewal time-line showing key deadline dates and present marketing results no later than thirty (30) days prior to renewal of coverage. The marketing report for each renewal will include summaries of the following:

- Current program versus renewal options including all terms, conditions, premium rates, market quotes and/or those carriers denying to quote and the reasons; and
- Underwriter(s) ratings and service provider's recommendations.

Service provider shall be responsible for verification of policy terms, conditions, language, and form, compliance with regulatory requirements and consistency with expiring policy prior to delivery of said policies.

3.3.4. Claims / Loss Support. Service provider shall support claim submittals, including the assignment of a claim advocate, from GUC in such a manner as to ensure proper team member(s) assignment to receive and process GUC claims. The Company will direct and assist underwriter's claims administration personnel, representing at all times, the best interest of GUC.

3.3.5. Risk Control. Service provider shall provide resources to assist in development and maintenance of a comprehensive risk control program which will continue to grow in size and complexity with the activation of new work projects developed in various strategic and economic plans for the future.

3.3.6. Availability. The account executive and account team assigned to service GUC shall be available on a normal daily basis to address daily activities associated with this account, including face-to-face and telephonic consultation on an as-needed basis and sometimes at a moment's notice.

## Scope of Services (continued)

- 3.3.7. Current Insurance Schedule. The schedules of insurance for GUC are attached in Appendix B of this RFP to provide a general sense of the current risk transfer activities. These are offered for information purposes only and should not be taken as future indicators of coverage to be placed.

### 3.4. Pricing.

GUC expects to establish a long-term relationship with its Insurance Broker in order to permit costs and fees to be distributed properly over a sufficient time period. For the purposes of this RFP and the Service Provider's Proposal, assume an initial term of three (3) years, with GUC having an option to renew for two (2) additional consecutive one- (1) year terms thereafter.

Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars rounded to the nearest quarter of a dollar. A pricing worksheet is provided in Section 7, Form 4 to assist you.

It is intended that the annual fees will be paid through commissions collected by the service provider on insurance policy placements. Beginning with the first year and each year thereafter, GUC and the Service Provider will negotiate the specific percentage of premium to be collected as commissions on insurance policies placed. The commission amounts will be adjusted so that the commissions collected result in an amount that does not exceed the annual fee for the next annual service period. The annual commission adjustment will be based on the insurance policies and premiums in place on June 1<sup>st</sup> prior to the beginning of the next service period.

This fee shall be all inclusive of the fees to be charged for the scope of services described in this RFP. Additionally, the service provider must describe its commitment to transparency of all compensation earned on GUC's business. All commissions earned in performance of this scope of work shall be counted toward the annual fee whether they be negotiated commissions, contingent or enhanced commissions, or wholesale commissions. The service provider should describe all forms of commissions received and how they will be accounted for in total compensation for GUC's business.

### 3.5. Customer Service.

GUC is very focused on Customer Service with a philosophy to provide all customers with quality services in a manner that is courteous, responsive, accessible, and seamless. The Services will be delivered with patience, understanding, good will, and without regard to our own convenience.

The selected Service Provider will be expected to use these guidelines in developing the Proposed Solution:

- Accessible, courteous, responsive and seamless customer service is of highest priority for GUC.
- Accessible service means that citizens have easy access to the organization.
- Seamless customer service means that a customer gets good service no matter who is responsible.
- Responsible customer service means that our employees know what they are doing; that information they give is accurate; that they have a good understanding of how to get problems and decisions made; that they are trained and evaluated for the jobs they are doing.
- Customer Service goals must be measurable and regularly evaluated.
- Continuous improvements in customer service must be made in order to make GUC services accessible, responsive and as seamless as possible.

## Scope of Services (continued)

### 3.6. Reporting Requirements.

- 3.6.1. Project Reporting Requirements. The Service Provider shall provide an annual report within 90-days of the end of the fiscal year for GUC, July 1st through June 30th, which shall include, but not be limited to:
- A schedule of policies in force; respective policy premiums, losses, fees earned or waived; and
  - Development and trends in the markets addressing each coverage and recommendations for change or enhancement of the risk financing program.

### 3.7. Security Requirements.

The Service Provider must define and demonstrate security procedures that are in place. GUC requires that security measures be taken – both physical security and network security, in that GUC's information and other documents are made available only to the Service Provider and parties that GUC approves. Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third party security audits in the last five (5) years.

## Scope of Services (continued)

### **3.8. GUC Contract Requirements.**

GUC will enter into a Contract written by GUC with the successful Service Provider that contains the terms and conditions set forth in Exhibit A. Each Service Provider must state specifically in its Proposal any exceptions to the terms and conditions included in Exhibit A, and any proposed additional terms or conditions deemed important by the Service Provider. GUC will take any such exceptions and proposed additions into account during the evaluation process. Any terms and conditions that the Service Provider does not specifically object to will be incorporated into the resultant Contract. Notwithstanding the foregoing, GUC reserves the right to change the proposed contractual terms and conditions prior to or during contract negotiations if it is in GUC's best interest to do so.

The terms and conditions set forth in Exhibit A are not all inclusive. GUC will propose additional terms and conditions based on the responses to this RFP and GUC's analysis of the successful Service Provider's Proposal.

### **3.9. Vendor Registration.**

GUC is pleased at your interest in doing business with GUC and appreciates the opportunity to provide you with information regarding procurement protocols. GUC's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Service Providers.

You will need to register as a vendor with GUC. Your registration provides GUC with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as a Small Business Enterprise (SBE) or a Minority and Woman-Owned or Small Business Enterprise (MWSBE).

# Proposal Format

## 4. PROPOSAL FORMAT.

GUC desires all Proposals to be identical in format in order to facilitate comparison. While GUC's format may represent departure from the Service Provider's preference, GUC requires strict adherence to the format. For the ease of evaluation, the core proposal (a-d below) shall be maximum 30 pages. Exceptions and other information, documentation, marketing materials, or supplemental information may be included in an appendix and will not count toward the 30 page count. The Proposal shall be organized in the format described below:

- a. Cover letter;
- b. Executive Summary;
- c. Proposed Solution as requested in Section 4;
- d. Background and Experience as requested in Section 5.
- e. The "Addenda Receipt Confirmation: set forth in Section 7, Form Two;
- f. The "Proposal Submission" set forth in Section 7, Form Three;
- g. The "Pricing Worksheet" set forth in Section 7, Form Four;
- h. The "Proposal Certification" set forth in Section 7; Form Five;
- i. The "MWBE Compliance" set forth in Section 7, form Six; and
- j. Exceptions to the Remainder of the RFP;
- k. Other information, marketing materials, etc.

All hard copy Proposals shall be 8 1/2" x 11" format with all standard text no smaller than eleven (11) points. Submissions should use one-sided copying and be bound in a three-ring loose leaf binder with tab dividers corresponding to the content requirements specified above. GUC is requesting one (1) hard copy original and one (1) additional copy bound in a similar fashion to the original, plus one (1) PDF electronic copy emailed to Sandy Dail (Email: Dailsh@guc.com).

**Service Providers are required to organize the information requested in this RFP in accordance with the format outlined above. Failure of the Service Provider to organize the information required by this RFP as outlined may result in GUC, at its sole discretion, deeming the proposal non-responsive to the requirements of this RFP. The Service Provider, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.**

### 4.1. Proposal Content.

#### 4.1.1. Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider as outlined in Section 1.6.3. The cover letter shall provide the name, address, telephone and facsimile numbers of the Service Provider along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with GUC. The cover letter shall present the Service Provider's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

## Proposal Format (continued)

### 4.1.2. Executive Summary.

The Service Provider shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Proposal which make it superior or unique in addressing the needs of GUC.

### 4.1.3. Proposed Solution.

Given the purpose of this project and GUC's goals as stated in this RFP, provide a creative solution to meet such goals. **For each component of the Project described in Section 3, state whether your Proposed Solution complies and provide a description of how the Proposed Solution complies as well as any additional information requested.**

Also, please address the following as completely as possible. **If you wish to add supplemental information, it shall be labeled "Supplemental Information" and included as section k.**

### 4.1.4. Process.

What steps will your organization take to ensure that the transition of Services runs smoothly?

### 4.1.5. Client Relationship Management.

Describe the communications scheme that your organization will use to keep GUC informed about the progress of the Project.

### 4.1.6. Pricing.

GUC is requesting firm fixed price Contract for three (3) years plus pricing for two (2) single year contract extensions. Pricing MUST include all aspects of the Project. Please refer to Section 7, for a pricing worksheet to assist you.

### 4.1.7. Narrative Response Required

4.1.7.1. What methodology does your firm employ to assure quality client service and to maintain high internal standards?

4.1.7.2. What do you perceive to be your firm's strengths, weaknesses and opportunities relative to the services requested in this RFP?

4.1.7.3. Describe the marketing/service provider process you will use to better position our risk in the market?

4.1.7.4. Describe your access to the insurance carriers listed on the schedule of insurance policies and provide an indication whether or not you can access those markets directly without using an intermediary, wholesale service provider or other means. Describe any extra commissions that might be billed as a result of accessing the described markets.

4.1.7.5. Please express ideas that you feel may enhance or bring positive change to our approach in managing our risk management program. Please provide a brief commentary on the subjects below:



## Proposal Format (continued)

- Marketing & insurance placement
  - Benchmarking
  - Market analysis & forecasting
  - Binder & policy delivery standards
  - Information Technology capabilities
  - Claims advocacy, consulting & analytics
  - Risk control services
  - Contract Review
  - Actuarial analysis
  - Alternative risk financing
  - Other approaches/or methodologies
- 4.1.7.6 How will you assure the continuity between the account team and our staff?
- 4.1.7.7. How do you provide an evaluation of the financial condition and appropriateness of each insurer based both on publicly available information and service provider's experience?
- 4.1.7.8. Describe your commitment to keeping pace with technological advances.
- 4.1.7.9. Please acknowledge that your company has the capabilities to open and use data contained in Microsoft Office 2007 or higher.
- 4.1.7.10. How will your information technology capabilities directly benefit GUC?
- 4.1.7.11. Do you have a method of electronically storing client information for archive and historical reference?
- 4.1.7.12. Is the system described in 3.5.1.10 above accessible by the client?
- 4.1.8. Background and Experience. The Service Provider shall provide a concise description of the company, including origin, state of incorporation, background, and current size as requested in Section 5. Include information concerning general organization and staffing as well as experience with similar Insurance Service provider Services projects as described in Section 3.
- 4.1.9. Required Forms. To be deemed responsive to this RFP, Service Providers must complete in detail, all Proposal Forms listed in this Section 4, items numbered e through j.
- 4.1.10. Exceptions to the RFP. Exceptions must be submitted in accordance with Section 1.6.18 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample GUC Contract prior to signature, reviews must be completed before your Proposal is submitted.
- 4.1.11. Separate Pricing in Proposal. In a separate sealed envelope the service provider should provide its proposed annual fee for services. This fee shall be all inclusive of the fees to be charged for the scope of services described in this RFP. Additionally, the service provider must describe its commitment to transparency of all compensation earned on GUC's business be it negotiated commissions or any contingent or enhanced commissions or any wholesale commissions received and how they will be accounted for in total compensation for GUC's business.

## Background and Experience

### 5. SERVICE PROVIDER'S BACKGROUND AND EXPERIENCE.

Please answer the following questions as completely as possible, placing your answer immediately after the question to which it applies. **If you wish to add supplemental information, it shall be labeled "Supplemental Information."**

<b>Insurance Broker Service Provider Background and Experience</b>	
Question	Response
<b>Service Provider Identification</b>	
Service Provider Name	
Service Provider Location (corporate headquarters)	
<b>Service Provider Experience</b>	
<b>Years of Experience:</b>	
<i># of years in business</i>	
<i># of years providing public sector Insurance and Risk Management Services</i>	
<b>Customer Base:</b>	
<i># of private sector clients</i>	
<i># of public sector clients</i>	
<i># of clients that are or include utilities (e.g. electric, water, wastewater, gas)</i>	
<i>Identify by name some of the clients similar to GUC (e.g., similar in size, complexity, location, type of organization)</i>	
<b>Market Focus:</b>	
<i>Identify industries and public sector market segments served</i>	
<b>Professional Associations/Groups:</b>	
<i>Identify participation in national and/or regional associations or groups</i>	
<i>Explain the purpose and function of those groups</i>	
<i>Identify your participation in annual or Other periodic conferences.</i>	
<i>Identify next planned national conference (location and date).</i>	

## Background and Experience

<i>Identify your participation in annual or other periodic conferences</i>	
<b>Terminated Projects:</b>	
<i>List any terminated projects. Please disclose the jurisdiction and explain the reason for the termination.</i>	
<b>Litigation:</b>	
<i>List any litigation that you have been or are now involved in wherein an adverse judgment would be detrimental to your performance of the services requested in this RFP. Describe the outcomes of the previous litigation.</i>	
<b>Organization Size</b>	
<b># of Employees:</b>	
<i>If a subsidiary, identify # of employees in proposing company/division.</i>	
<i>Identify # of employees in the office that will provide services as requested by this RFP.</i>	
<b>Financial Information:</b>	
<i>If Service Provider is a subsidiary, identify revenues of proposing company/division</i>	
<i>Identify the percentage of revenue used for research &amp; development by the proposing company/division</i>	
<b>Corporate Notes</b>	
<b>Ownership:</b>	
<i>Is your company privately held, publicly traded Or a parent company?</i>	
<b>Certified Partnerships:</b>	
<i>Identify any certifications held by your firm if you are implementing or reselling another firm's products. Include how long the partnership or certification has been effect.</i>	
<b>Additional Narrative Response</b>	
<b>Background and Experience:</b>	

## Background and Experience

<i>Describe your total organization, including any parent companies, subsidiaries, affiliates and other related entities.</i>	
<i>Describe your total organization, including any parent companies, subsidiaries, affiliates and other related entities.</i>	
<i>Describe the ownership structure of your organization, including any significant or controlling equity holders.</i>	
<i>Provide a management organization chart of your overall organization, showing director and officer positions and names and the reporting structure.</i>	
<i>Provide detailed information for the business segments of your organization, showing the reporting structures within these segments and among these segments and the overall organization.</i>	
<i>Describe any organizational changes such as divestitures, acquisitions, or spin-offs involving your Insurance Brokerage business segments that have occurred in the latest two (2) years or are anticipated in the future. Include all appropriate organizational charts.</i>	
<i>Detail how long the company has been providing Insurance Brokerage Services to local governments and include information regarding experience with similar services provided in the State of North Carolina.</i>	
<b>Personnel Management:</b>	
<i>Describe the key individuals, along with their qualifications, professional certifications and experience that would comprise your organization's team for providing Services to GUC. Does any member of the service team hold an ARM-P designation or a RMPE certificate?</i>	
<i>Explain how your organization ensures that personnel performing technical support services are qualified and proficient.</i>	
<i>Describe your organization's approach, policies, and experience with respect to deployment of your personnel.</i>	
<i>If your organization has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.</i>	

# Evaluation Criteria

## 6. PROPOSAL EVALUATION CRITERIA.

Proposals will be evaluated based on the Service Provider's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Service Provider to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Service Provider's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Service Provider to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for GUC based on, but not limited to, the criteria below. GUC reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

- a. Qualifications;
- b. Experience;
- c. Approach;
- d. Financial Qualifications;
- e. Cost Effectiveness and Value; and
- f. Acceptance of the Terms of the Contract.

### 6.1 Qualifications, Experience and Approach

Service Providers will be evaluated based upon their understanding, experience, and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to GUC's and the feasibility of the Service Provider's approach for the provision of the Services.

### 6.2 Financial Qualifications

This criterion includes an evaluation of the financial qualifications of the Service Provider. The evaluation will take into account the financial strength of the Service Provider and its ability to meet the long-term financial requirement of the Contract.

### 6.3 Cost Effectiveness and Value.

Under this criterion, Proposals will be compared in terms of the most reasonable, and or most effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services and administration of the Contract.

### 6.4 Acceptance of the Terms of the Contract.

GUC will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Section 8. Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Section 1.6.18 of this RFP.

## Section 7 - Required Forms – Form One

### REQUIRED FORM 1 - REQUEST FOR PROPOSALS ACKNOWLEDGEMENT

The Service Provider hereby certifies receipt of the Request for Proposals for GUC of Greenville, North Carolina, Insurance Service provider Services. This form should be completed upon receipt of GUC's Request for Proposals and faxed in time for GUC to receive it by or before March 7, 2012. Please fax the completed Request for Proposals Acknowledgement Form to the attention of:

Sandy Dail  
Cost Analyst  
Fax: (252) 551-3302

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact E-mail address: \_\_\_\_\_

Please check the appropriate space below and provide the requested information:

\_\_\_\_\_ **We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal.**

Indicate number of attendees: \_\_\_\_\_

\_\_\_\_\_ **We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal.**

Reason: \_\_\_\_\_

\_\_\_\_\_ **We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal.**

Reason: \_\_\_\_\_

# **Section 7 - Required Forms – Form Two**

## **REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION RFP**

### **Insurance Service provider Services**

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to [www.guc.com](http://www.guc.com).

<b>ADDENDUM #</b>	<b>DATE ADDENDUM DOWNLOADED FROM GUC</b>
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal complies with the General and Specific Specifications and conditions issued by GUC except as clearly marked in the attached copy.

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

## **Section 7 - Required Forms – Form Three**

### **REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM**

#### **Insurance Service provider Services**

This Proposal is submitted by:

Service Provider Name: \_\_\_\_\_

Representative (printed): \_\_\_\_\_

Representative (***signed***): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

(Area Code) Telephone Number

Facsimile: \_\_\_\_\_

(Area Code) Telephone Number

**It is understood by the Service Provider that GUC reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of GUC, to waive formalities, technicalities, to recover and re-bid this RFP. Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.**

\_\_\_\_\_  
**Service Provider**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Please type or print name**



## Section 7 - Required Forms – Form Four

### REQUIRED FORM 4 - PRICING WORKSHEET

Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs that GUC will be responsible for.**

Estimated Annual Fees	
Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$
Total Estimated Annual Fees	\$

## **Section 7 - Required Forms – Form Five**

### **REQUIRED FORM 5 - PROPOSAL CERTIFICATION**

AGREEMENT TITLE: **Insurance Service provider Services**

SERVICE PROVIDER: \_\_\_\_\_

The undersigned Service Provider hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Service Provider has considered all proposals submitted from qualified, potential subcontractors and suppliers; and has not engaged in or condoned prohibited discrimination.
2. For purposes of this section, *prohibited discrimination* means discrimination against any person, business or other entity in contracting or purchasing practices on the basis of race, color, sex, or national origin. Without limiting the foregoing, *prohibited discrimination* also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for GUC to reject the bid submitted by the Bidder on this Project and to terminate any contract awarded based on such bid.
4. As a condition of contracting with GUC, the Service Provider agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Service Provider further agrees to promptly provide to GUC all information and documentation that may be requested by GUC from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for GUC to reject the bid submitted by the Service Provider or terminate any contract awarded on such bid.

\_\_\_\_\_  
NAME OF FIRM

BY: \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

# **Section 8 - Exhibit A – Sample GUC Contract**

## **SERVICES AGREEMENT**

This Insurance Broker Services Agreement, made and entered into on this the \_\_\_ day of \_\_\_\_\_ by and between GREENVILLE UTILITIES COMMISSION (GUC) OF THE CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA, with one of its principal offices and places of business at 401 S. Greene Street, Post Office Box 1847, Greenville, Pitt County, North Carolina 27835-1847, hereinafter referred to as "GUC" and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with one of its principal offices and places of business at \_\_\_\_\_, hereinafter referred to as "PROVIDER";

### **1.0 PERFORMANCE**

Provider's performances under this Agreement shall be in accordance with the terms of this Agreement.

### **2.0 SERVICES**

During the term of this Agreement, Provider, as an independent Contractor, agrees to perform the services set forth on the attached Exhibit "A," which are incorporated into this Agreement.

### **3.0 COMPENSATION**

GUC shall pay Provider for the services described in Exhibit "A" the compensation set forth on the attached Exhibit "B," which are incorporated into this Agreement. Any pricing change must be completed by an approved change order, signed by authorized signatories of Provider and GUC, as set forth on the attached Exhibit "C," which are incorporated into this Agreement.

### **4.0 TAXES**

No taxes shall be included in any bid prices. GUC is exempt from Federal Excise Tax. GUC is not exempt from North Carolina state sales and use tax or, if applicable, Pitt County sales and use tax. Such taxes shall be shown by Provider as a separate item on the invoice.

### **5.0 INVOICES**

It is understood and agreed that all services/orders are at the established contract prices. Invoicing at variance with this provision may subject the contract to cancellation. Applicable North Carolina sales taxes shall be invoiced as a separate line item. All invoices must bear the GUC purchase order number and be mailed to Greenville Utilities Commission, Finance Department, P.O. Box 1847, Greenville, NC 27835-1847.

### **6.0 PAYMENT TERMS**

Payments for equipment, materials, supplies or services will be made in U.S. currency only after the receipt and acceptance of the apparatus, supplies, materials, equipment or services and after submission of a proper invoice. GUC will not be responsible for any goods delivered or services rendered without a purchase order having been issued. GUC's normal payment policy is thirty (30) days.

## **7.0 INFORMATION AND DESCRIPTIVE LITERATURE**

Providers are to furnish all information requested. Further, as may be specified elsewhere, each Provider must submit with its proposal: cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

## **8.0 SAMPLES**

Samples of items, if required, must be furnished free of expense to GUC, and if not destroyed, will, upon request, be returned to Provider at Provider's expense. Requests for the return of samples must be made at the bid opening; otherwise, the samples will become GUC's property. Each individual sample must be labeled with Provider's name.

## **9.0 SPECIFICATIONS**

Any deviation from specifications must be clearly pointed out in Provider's proposal; otherwise, it will be considered that items offered are in strict compliance with specifications, and Provider will be held responsible. Deviations must be explained in detail. Provider shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable to GUC.

## **10.0 QUANTITIES**

Quantities specified are only estimates of GUC's requirements. GUC reserves the right to purchase more or less than the stated quantities at prices indicated in the submitted Proposal Form based on GUC's actual needs.

## **11.0 AWARD OF CONTRACT; CONTRACT PERIOD**

As directed by State statute, qualified bids will be evaluated and acceptance made of the lowest responsible, responsive bid most advantageous to GUC as determined upon consideration of such factors as prices offered, the quality of the article(s) offered, the general reputation and performance capabilities of Provider, substantial conformity with the specifications and other conditions set forth in the bid, the suitability of the article(s) for the intended use, the related services needed, the date(s) of delivery and performance, and such other factors deemed by GUC to be pertinent or peculiar to the purchase in question.

It is the intent of Greenville Utilities Commission (GUC) to enter into a multi-year contract at the time the contract is awarded by GUC to the successful bidder for a total contract period not to exceed three (3) years. **Prices shall remain fixed during the first year** with option for annual extensions at the same or negotiated unit prices for up to two (2) additional years if market and service conditions so warrant and prove to be in the best interest of GUC.

## **12.0 CONDITION AND PACKAGING**

Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped shall be new and in first-class condition, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging.

Acceptance of the order includes acceptance of all terms, conditions, prices, delivery

instructions and specifications as shown on this set of Terms and Conditions and in this order or attached to and made a part of this order.

The conditions of this order cannot be modified except by amendment in the form of "Amended Purchase Order," which has been expressly approved by an authorized signatory of GUC.

In the event of a Provider's failure to deliver or perform as specified, GUC reserves the right to cancel the order or any part thereof, without prejudice to GUC's other rights, Provider agrees that GUC may return part of or all of any shipment at Provider's expense. GUC may charge Provider with all reasonable and direct expenses resulting from such failure to deliver or perform; provided, after written notice, Provider is afforded an opportunity to commence cure within thirty (30) days prior to GUC enacting said remedies.

### **13.0 MEDIATION/BINDING ARBITRATION**

In the event of any dispute between the Parties, the Parties agree to submit any dispute to non-binding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation.

In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed-upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such

### **14.0 GOVERNMENT RESTRICTIONS**

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful Provider to notify GUC at once, indicating in its letter the specific regulation which required such alterations. GUC reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or, in the sole to discretion of GUC, to cancel the contract.

## 15.0 **INSURANCE**

**15.1 Coverage:** During the term of the contract, Provider, at its sole cost and expense, shall provide commercial insurance of such type and with the following coverage and limits:

**15.1.1 Workers' Compensation:** Provider shall provide and maintain Workers' Compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000.00 each accident, covering all Provider's employees who are engaged in any work under the contract. If any work is sublet, Provider shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

**15.1.2 General Liability:** Commercial Liability Coverage written on an "occurrence" basis in the minimum amount of \$1,000,000.00 per occurrence.

**15.1.3 Automobile:** Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection with the contract with a minimum combined single limit of \$1,000,000.00 per accident.

**15.2 Requirements:** Providing and maintaining adequate insurance coverage is a material obligation of Provider. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in North Carolina by the Commissioner of Insurance. Provider shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by Provider shall not be interpreted as limiting Provider's liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to GUC.

## 16.0 **PATENTS AND COPYRIGHTS, INDEMNITY**

Provider shall hold and save GUC, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, including reasonable attorney fees, on account of any U.S. copyrighted articles or any patented or unpatented invention, device, or appliance manufactured or used in the performance of this contract, or for any other violation of intellectual property law rights.

Provider will defend or settle, at its own expense, any action brought against GUC to the extent that it is based on a claim that the product(s) provided pursuant to this Agreement infringe any U.S. copyright or patent; and will pay those costs, damages, and reasonable attorney fees finally awarded against GUC in any such action attributable to any such claim, but such defense, settlements, and payments are conditioned on the following: (1) that Provider shall be notified promptly in writing by GUC of any such claim; (2) that Provider shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or

compromise; (3) that GUC shall cooperate with Provider in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from GUC modifications not authorized by Provider or from the use of combination of products provided by Provider with products provided by GUC or by others; and (5) should such product(s) become, or in Provider's opinion be likely to become, the subject of such claim of infringement, then GUC shall permit Provider, at Provider's option and expense, either to procure for GUC the right to continue using the product(s), or replace or modify the same, so that it become non-infringing and performs in a substantially similar manner to the original product.

#### **17.0 EXCEPTIONS**

All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions, and the submission of other terms and conditions, price catalogs, and other documents as part of a Provider's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Provider may be grounds for rejection of Provider's proposal.

#### **18.0 CONFIDENTIAL INFORMATION**

Except as provided by statute and rule of law, each party will keep trade secrets and proprietary information which the other party does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by Provider. Cost information shall not be deemed confidential. The determination of whether a matter is confidential will be determined by North Carolina law.

#### **19.0 ASSIGNMENT**

No assignment of Provider's obligations or Provider's right to receive payment hereunder shall be permitted without the express written consent of GUC, which shall not be unreasonably withheld; provided, however, upon written request approved by GUC, solely as a convenience to Provider, GUC may:

- a. Forward Provider's payment check directly to any person or entity designated by Provider; and
- b. Include any person or entity designated by Provider as a joint payee on Provider's payment check.
- c. In no event shall such approval and action obligate GUC to anyone other than Provider, and Provider shall remain responsible for fulfillment of all contract obligations.

#### **20.0 ACCESS TO PERSON AND RECORDS**

GUC shall have reasonable access to persons and records of Provider pertaining to this order.

#### **21.0 INSPECTION AT BIDDER'S SITE**

On reasonable written notice, GUC reserves the right to inspect, at a reasonable time, the item, plant, or other facilities of a prospective Provider prior to contract award and during the contract term, as necessary for GUC's determination that such item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective

performance of the contract. Provider may limit GUC's access to restricted areas.

**22.0 AVAILABILITY OF FUNDS:**

Any and all payments of compensation of this specific transaction, and any continuation or any renewal or extension, are dependent upon and subject to the allocation of GUC funds for the purpose set forth in this Agreement.

**23.0 GOVERNING LAWS; SITUS**

The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether in contract or tort, relating to the validity, construction, interpretation, and enforcement of this contract shall be determined and construed.

**24.0 ADMINISTRATIVE CODE**

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

**25.0 EXECUTION**

In the discretion of GUC, failure of a duly authorized official of Provider to sign the Signatory Page may render the bid invalid.

**26.0 CLARIFICATIONS/INTERPRETATIONS**

Any and all questions regarding these Terms and Conditions must be addressed to the GUC Purchasing Technician. Do not contact the user directly. These Terms and Conditions are a complete statement of the parties' agreement and may only be modified in writing signed by a duly authorized signatory of Provider and GUC.

**27.0 TERMINATION OF AGREEMENT**

GUC or Provider may terminate this Agreement for just cause at any time. Provider will be paid for all time and expenses incurred as of the termination date. Parties shall have thirty (30) days after signed and acknowledged receipt of said letter to commence cure prior to terminating for just cause. Just cause shall be based on reasonable grounds, and there must be a fair and honest cause or reason for such action. The causes for termination include, but are not limited to: (1) Provider's persistent failure to perform in accordance with the material provisions of these Terms and Conditions; (2) Provider's disregard of laws and regulations related to this transaction; and/or (3) Provider's substantial violation of the provisions of the Terms and Conditions.

**28.0 AFFIRMATIVE ACTION; NONDISCRIMINATION**

Provider will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.



## **29.0 DELIVERY**

Shipments will be made only upon releases from a purchase order issued by GUC in accordance with GUC's current needs. Delivery of all equipment, materials, or supplies shall be made Free on Board (FOB) GUC Warehouse, 801 Mumford Road, Greenville, North Carolina 27834, unless otherwise specified. The agreed price for such equipment, materials, or supplies shall include all costs of delivery and ownership, and risks of loss shall not be transferred from Provider to GUC until express written acceptance of delivery and inspection by GUC. GUC shall visually inspect equipment and materials within ten (10) days of delivery for damage and specified components. Goods found nonconforming shall be remedied pursuant to the Warranty Provision. Delivery hours are between 8:00 a.m. and 4:30 p.m. Monday through Friday only. GUC's purchase order number is to be shown on the packing slip or any related documents. GUC reserves the right to refuse or return any delivery with no purchase order number or which is damaged. GUC will not be charged a restocking fee for any delivery which is refused or returned.

## **30.0 INDEMNITY PROVISION**

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all Third Party claims, actions, costs, expenses, including reasonable attorney fees, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to third party tangible property arising out of the negligent performance of the terms of this Contract by Provider; including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, shall be provided by Provider.

## **31.0 FORCE MAJEURE**

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. In any such event of force majeure, the parties shall advise each other of such event, and the parties shall negotiate an equitable adjustment to their respective obligations under the Agreement.

## **32.0 WARRANTY(IES), Limited Warranty**

(a) Limited Product Warranty Statements: For each Product purchased from Provider or an authorized reseller, Provider makes the following limited warranties: (i) the Product is free from defects in material and workmanship; (ii) the Product materially conforms to Provider's specifications that are attached to, or expressly incorporated by reference into, these terms; (iii) at the time of delivery, Provider has title to the Product free and clear of liens and encumbrances; and (iv) for professional services performed by Provider hereunder, Provider warrants the services will be performed in accordance with generally accepted professional

standards (collectively, the "Limited Warranties"). The Limited Warranties set forth herein does not apply to any software furnished by Provider. If software is furnished by Provider, then the attached Software License Addendum shall apply.

(b) Conditions to the Limited Warranties: The Limited Warranties are conditioned on: (i) GUC storing, installing, operating, and maintaining the Product in accordance with Provider's instructions; (ii) no repairs, modifications, or alterations being made to the product other than by Provider or its authorized representatives; (iii) using the Product within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly incorporated by reference into, these terms; (iv) GUC discontinuing use of the Product after it has, or should have had, knowledge of any defect in the Product; (v) GUC providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Provider's discretion, GUC either removing and shipping the Product or non-conforming part thereof to Provider, at GUC's expense, or GUC granting Provider access to the Products at all reasonable times and locations to assess the warranty claims; and (vii) GUC not being in default of any payment obligation to Provider under these terms.

(c) Exclusions from Limited Warranty Coverage: The Limited Warranties specifically exclude any equipment comprising part of the Product that is not manufactured by Provider or not bearing its nameplate. To the extent permitted, Provider hereby assigns any warranties made to Provider for such equipment. Provider shall have no liability to GUC under any legal theory for such equipment or any related assignment of warranties. Additionally, any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Limited Warranties and provided to GUC "as is" with no warranties of any kind. Also excluded from the Limited Warranties are normal wear and tear items including any expendable items that comprise part of the Product, such as fuses, light bulbs, and lamps.

(d) Limited Warranty Period: GUC shall have twelve (12) months from initial operation of the Product, or eighteen (18) months from shipment, whichever occurs first (or in the case of services, twelve (12) months from the completion of services), to provide Provider with prompt, written notice of any claims of breach of the Limited Warranties. Continued use or possession of the Product after expiration of the warranty period shall be conclusive evidence that the Limited Warranties have been fulfilled to the full satisfaction of GUC, unless GUC has previously provided Provider with notice of a breach of the Limited Warranties.

(e) Remedies for Breach of Limited Warranty: GUC's sole and exclusive remedies for any breach of the Limited Warranties are limited to Provider's choice of repair or replacement of the Product, or non-conforming parts thereof, re-performance of the services, or refund of all or part of the purchase price. The warranty on repaired or replaced parts of the Product or re-performed services shall be for twelve (12) months from repair or replacement. However, the warranty period for repair and replacement of Product shall not exceed one (1) year from expiration of the Original Warranty. Unless otherwise agreed to in writing by Provider: (i) GUC shall be responsible for any labor required to gain access to the Product so that Provider can assess the available remedies; and (ii) GUC will be responsible for providing Provider with working access to the Products, including the removal, disassembly, replacement, or reinstallation of any equipment, materials, or structures to the extent necessary to permit Provider to perform its warranty obligations, or transportation costs to and from the Provider factory or repair facility, or for damage to equipment components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. All exchanged Products replaced under this Limited Warranty will become the property of Provider.

(f) Transferability: The Limited Warranties shall be transferable during the warranty period to the initial end-user of the Product.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE PROVIDER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY SET FORTH BELOW. PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

### **33.0 INTEGRATED CONTRACT**

These Terms and Conditions, Instructions to Bidders, Specifications, and the selected Provider's bid represents the entire contract between the Parties. No verbal or other written agreement(s) shall be held to vary the provisions of this Agreement.

### **34.0 CONTRACT PROVISIONS:**

Each of the provisions of these Terms and Conditions shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provision shall not affect the remainder of such provision or any other provisions.

### **35.0 NOTICES**

Notices to the Parties should be sent to the names and addresses specified below:

**GUC:**

**PROVIDER:**

**36.0 LIMITATION OF LIABILITY**

NEITHER PROVIDER, NOR ITS SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE SAVINGS OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR

PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY GUC, ITS SUCCESSORS OR ASSIGNS, FOR DAMAGES OF GUC'S CUSTOMERS.

PROVIDER'S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY PROVIDER FOR THE PRODUCT AT ISSUE. GUC AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH GUC MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OR LIABILITY ARE EFFECTIVE EVEN IF PROVIDER HAS BEEN ADVISED BY GUC OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER LIABILITY WITH REGARD TO THIS AGREEMENT SHALL CEASE UPON THE EXPIRATION OF THE LIMITED WARRANTY PERIOD.

[Balance of page left blank intentionally]

GREENVILLE UTILITIES COMMISSION

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Ronald D. Elks

Name (Print):

\_\_\_\_\_

Title: General Manager/CEO

Title: \_\_\_\_\_

(Authorized Signatory)

(Authorized Signatory)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: Executive Secretary

Title: Corporate Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(OFFICIAL SEAL)

(CORP. SEAL)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Jeff W. McCauley

Title: Chief Financial Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL CONTENT:

By: \_\_\_\_\_  
Phillip R. Dixon

Title: Commission Attorney

Date: \_\_\_\_\_

**CERTIFICATE OF INSURANCE**

**EXHIBIT B**

**COMPENSATION FOR XXXXXXXX SERVICES**

**1.0 COMPENSATION FOR SERVICES**

[Balance of page left blank intentionally]



**THE PROVIDER'S PRICE PROPOSAL**

**PRICING SUMMARY**

[Balance of page left blank intentionally]

**EXHIBIT C**

**CHANGE ORDER**

<b>GREENVILLE UTILITIES COMMISSION PROJECT CHANGE ORDER</b>			
			<small>Assigned by Finance</small> Change Order Number: CO-_____
Department: _____	Date: _____	Capital Project Number: _____	
Project Name: _____	Vendor Name: _____		
Initiated By: _____	Vendor Address: _____		
<small>Name</small>	Vendor Contact: _____		
<input type="checkbox"/> Owner <input type="checkbox"/> Engineer <input type="checkbox"/> Contractor			
<input type="checkbox"/> Other _____			
1. <u>TYPE OF CHANGE:</u> <input type="checkbox"/> Design <input type="checkbox"/> Engineering <input type="checkbox"/> Scope <input type="checkbox"/> Other _____			
2. <u>REASON FOR CHANGE:</u> <input type="checkbox"/> Owner <input type="checkbox"/> Vendor <input type="checkbox"/> Safety <input type="checkbox"/> Construction			
<input type="checkbox"/> Cost <input type="checkbox"/> Schedule			
3. <u>CHANGE ORDER DESCRIPTION:</u> _____			
Change Order Justification - _____			
4. <u>ACCOUNT NUMBER:</u> _____			
5. <u>SCHEDULE IMPACT:</u> <input type="checkbox"/> No impact <input type="checkbox"/> Schedule Impact    6. Project Delay Of: <input type="checkbox"/> Days <input type="checkbox"/> Weeks <input type="checkbox"/> Months <small>Check One</small>			
Start Date: _____		Finish Date: _____	
Total Time Delay: _____			
7. <u>ESTIMATED COST:</u>			
Project Mgmt	_____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct
Engr/Design	_____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct
Construction	_____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct
Labor	_____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct
Materials	_____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct
Other Direct	_____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct
Indirect	_____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct
Total Change Order Amount:	_____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct
8. <u>REVISED CAPITAL PROJECT COST:</u> Original Budget: \$ _____                      Revised Estimate to Complete: \$ _____			
APPROVED <input type="checkbox"/>	DISAPPROVED <input type="checkbox"/>	_____	_____
		Project Manager	Date
APPROVED <input type="checkbox"/>	DISAPPROVED <input type="checkbox"/>	_____	_____
		Department Head	Date
APPROVED <input type="checkbox"/>	DISAPPROVED <input type="checkbox"/>	_____	_____
		Assistant General Manager/Chief Operating Officer	Date
APPROVED <input type="checkbox"/>	DISAPPROVED <input type="checkbox"/>	_____	_____
		General Manager/Chief Executive Officer	Date

**RETURN TO FINANCE AFTER GM/CEO SIGNATURE**

# Appendix A

## APPENDIX A – SERVICE CATEGORIES AND RESPONSIBILITIES

The following are the categories of services that GUC of Greenville requires. Each proposal will be reviewed and evaluated for evidence of experience in insurance service providerage and consulting services relative to these areas:

1. Primary and Excess Insurance Placement for:
  - a. Property
  - b. Boiler and Machinery;
  - c. Auto Coverage;
  - d. Equipment and Inland Marine Coverage;
  - e. Public Entity Management Liability;
  - f. Employment Practices Liability;
  - g. Crime;
  - h. General Liability;
  - i. Public Official Bond
  - j. Flood;
  - k. Umbrella;
  - l. Cyber Security;
  - m. Environmental (Pollution);
  - n. Worker's Compensation
  - o. Other coverage as warranted and/or needed
2. Claims Reporting and Claims Management Counseling
3. Risk Management/Risk Control Consulting
4. Enterprise Risk Management Consulting
5. Market Trend Analysis
6. Communications of Emerging Risk Topics
7. Industry Specialization, including but not limited to:
  - a. Construction and possibly Owner Controlled Insurance Programs (OCIP's);
  - b. General Public Risk Management;
  - c. Policy Evaluation and Management;
8. Miscellaneous services related to risk financing/transfer or management

### **Current Insurance Schedule.**

The schedules of insurance for GUC are attached in Appendix B of this RFP to provide a general sense of the current risk transfer activities. These are offered for information purposes only and should not be taken as future indicators.

**Section 10 - Appendix B**  
**APPENDIX B – CURRENT INSURANCE SCHEDULE**

<b>COVERAGE</b>	<b>CARRIER</b>
Workman's Compensation	Travelers
Property	Chartis
Crime	Travelers
General Liability, PEML, EPL	Travelers
Automobile	Travelers
Umbrella	Travelers
Equipment	Travelers
Cyber Security	Travelers
Pollution	ACE American
CFO Surety Bond	Travelers
Flood	National Flood Insurance Program