

REQUEST FOR PROPOSALS

INSURANCE BROKER SERVICES

August 1, 2017

Greenville Utilities Commission

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



**Greenville
Utilities**

RFP Due Date 9/20/2017

REQUEST FOR PROPOSALS
Insurance Broker Services

August 1, 2017

Dear Sir or Madam:

The Greenville Utilities Commission (GUC) of Greenville, North Carolina, is now accepting Sealed 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.

GUC reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal. If a proposal is to be awarded, it will be awarded to the responsible, responsive respondent whose evaluation by GUC indicates that the award will be in GUC's best interests.

Sealed Proposals will be received in the Office of the Procurement Coordinator, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 4:00 PM (EDST) on **September 20, 2017 at 4:00 p.m. Late proposals will not be considered**

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Cleve Haddock, CLGPO, Procurement Coordinator at 252-551-1533 or haddocgc@guc.com. During regular office hours, which are 8 :30 AM – 5 :00 PM, Monday through Friday.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **September 6th, 2017 at 2:00 PM** at the Greenville Utilities Commission Administrative Building, 401 S. Greene Street, Greenville, North Carolina 27835, 3rd Floor Conference Room or via teleconference by calling **252-329-2157 (Access Code:0159804)**. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 2.1 of this RFP.

One (1) electronic copy of the Proposal on a CD or flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer, plus one (1) copy of your Proposal must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals

Attention: Cleve Haddock, CLGPO, Procurement Coordinator
[Name of Company Submitting Proposal]
Insurance Broker Services

RFP questions must be directed to Cleve Haddock, CLGPO, Procurement Coordinator, per the enclosed instructions in Section 2.3. GUC is an equal opportunity purchaser.

Sincerely,

Kevin M. Keyzer
Risk and Facilities Manager

cc: RFP Project Team
RFP file

Checklist for submitting a Proposal:

Step 1-Read the document fully.

Step 2-If you plan to submit a Proposal, e-mail **Form 1 in Section 6** to haddocgc@guc.com

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

If you plan to submit a Proposal you must follow this checklist, and must include everything detailed below.

Proposal Copies - Please provide the specified number for each format

- 1 Copy on CD or flash drive
- 1 Copy marked "Original"
- 3 Copies marked "Copy"

Proposal Format - Proposals should be formatted as follows:

- Cover Letter per **Section 4.1.1**
- Proposed Solution per **Section 4.1.2**
- Section 6, Form 3, Proposal Submission**
- Section 6, Form 4, Pricing Worksheet**
- Section 6, Form 6, Company Background and Experience**
- Section 6, Form 7, References**
- Section 6, Form 8, Additional Company Questions**
- Exceptions 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).

The above items constitute all that must be included in the Proposal. If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Exhibit A, Section 13.

It is the Company's responsibility to check www.guc.com for any addenda or changes to this RFP. Navigate <Your Business> then <Doing Business with Us> then <Current Bids>, to find if any documents or changes have been posted.

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Section 1

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 Company and Proposed Solution will best meet GUC's needs for insurance brokerage.

1.2. Definitions.

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

Acceptance: Refers to receipt and approval by GUC of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.

COI: Refers to certificates of insurance.

GUC: Refers to Greenville Utilities of Greenville, NC.

GUC Project Manager: Refers to a specified GUC employee representing the best interests of GUC for this RFP.

Company: During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by GUC to provide the Services.

Company Project Manager: Refers to a specified Company employee representing the best interests of the Company for this Project.

Contract: Refers to a written agreement executed by GUC and Company for all or part of the Services.

County: Refers to Pitt County, North Carolina.

Deliverables: Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to GUC in connection with the Contract.

Department: Refers to a department within GUC.

Documentation: 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 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, and logic diagrams.

Entities: Refers to GUC, its enterprises, departments and other interests.

Evaluation Committee: Refers to a GUC appointed committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of GUC.

Insurance Schedule: Refers to a list of coverages expiring for which GUC will require marketing and placement.

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Introduction and General Information

<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Greenville Statistical Area.
<i>Project:</i>	Refers to GUC's need for a service provider to provide Insurance Broker Services for GUC.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Services as outlined in this RFP.
<i>Retentions:</i>	Refers to Self-Insurance Retentions (SIR), the amount to be paid by the insured before insurance coverage is triggered.
<i>Risk Management:</i>	Refers to the Office of Risk Management of the Management & Financial Services Department of GUC.
<i>Services:</i>	Refers to the Insurance Broker Services as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by GUC under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that 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>Women Business Enterprise (WBE):</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Combined Statistical Area.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

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Introduction and General Information

1.3. Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by GUC. GUC makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, GUC will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by GUC. Companies may not rely on any oral statement by GUC or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify GUC such potential discrepancy in writing. GUC may issue a written addendum if GUC determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to GUC's designated representative as directed in RFP Section 2.

1.4. GUC's Rights and Options.

GUC reserves the right, at GUC's sole discretion, 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, including:

- 1.4.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 1.4.2. To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;
- 1.4.3. To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 1.4.4. To waive any defect or irregularity in any Proposal received;
- 1.4.5. To reject any or all Proposals;
- 1.4.6. To share the Proposals with GUC employees and contractors in addition to the Evaluation Committee as deemed necessary by GUC;
- 1.4.7. To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by GUC to be in the best interest of GUC, which may be done with or without re-solicitation;
- 1.4.8. To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and
- 1.4.9. To terminate discussions and negotiations with any Company at any time and for any reason.

1.5. Expense of Submittal Preparation.

GUC accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

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Introduction and General Information

1.6. Proposal Conditions.

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

1.6.1. RFP Not An Offer.

This RFP does not constitute an offer by GUC. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of GUC unless GUC and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company 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. Trade Secrets and Personal Identification Information /Confidentiality.

Upon receipt at GUC, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personal identification information" protected by state or federal law, to include, but not be limited to, social security numbers, bank account numbers, and driver's license numbers ("Personal Identification Information" or "PII"). After the Proposal due date, the Evaluation Committee, other GUC staff, and members of the general public who submit public records requests may review the Proposal.

The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152 et seq.. If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must be specifically and clearly identified in accordance with this Section 1.6.2.

Any Trade Secrets or PII submitted by a Company must be clearly segregated from the rest of the Proposal. For hard copy Proposals, it must be submitted in a separate, sealed envelope, marked either "Personal Identification Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." For electronic submissions it must also be submitted on a separate CD or flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

By submitting a Proposal, each Company agrees that GUC may reveal any Trade Secret materials and PII contained therein to all GUC staff 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 Company 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 that the Company has designated as a trade secret. GUC may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret.

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- 1.6.3. Amendments to RFP.
If GUC amends this RFP, addenda will be posted to the GUC website at www.guc.com. Companies are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.
- 1.6.4. Proposal Terms Firm and Irreversible.
The signed Proposal shall be considered a firm offer on the part of the Company. GUC reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by GUC. The Company 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.
- 1.6.5. Proposal Binding for 180 Days.
Section 6, Form 3 contains 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 Company. 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.
- 1.6.6. Subcontracting.
The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company 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.
- 1.6.7. 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 Companies regardless of race, color, religion, age, sex, and national origin or disability.
- 1.6.8. Use of GUC's Name.
No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference GUC in any manner absent the prior written consent of GUC.
- 1.6.9. Withdrawal for Modification of Proposals.
Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by GUC prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal.**" No oral modifications will be allowed. A proposer must notify GUC in writing of

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Introduction and General Information

its request to withdraw a proposal within seventy-two (72) hours after the proposal opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the proposer must demonstrate that a substantial error exists and that the proposal was submitted in good faith.

- 1.6.10. No Bribery.
In submitting a response to this RFP, each Company 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.
- 1.6.11. Exceptions to the RFP.
Other than exceptions that are stated in compliance with this Section and Section 3.7, 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 in Exhibit A. An “exception” is defined as the Company’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 in Exhibit A. 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 Company 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 Company’s solution, must be described in detail.
- 1.6.12. Fair Trade Certifications.
By submitting a Proposal, the Company certifies that:
- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
 - Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
 - No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 1.6.13. Companies’ Obligation to Fully Inform Themselves.
Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Company’s own risk.

Section 2

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 for the conduct of this RFP. 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
August 1, 2017	<i>Issuance of RFP.</i> GUC issues this RFP.
August 15, 2017	<i>Request for Proposals Acknowledgement.</i> Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the e-mail address listed in Section 2.2.
August 29, 2017	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit written questions, for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 2.3. Questions are due by 4:00 p.m. on August 29, 2017.
September 6, 2017	<i>Non-Mandatory Pre-Proposal Conference.</i> Conference to be held at the GUC Administrative Building, 3 rd Floor Conference Room or via teleconference by calling 252-329-2157, extension 7300 (Access Code:0159804) at 2:00 PM.
September 20, 2017	Sealed proposals will be received in the Office of the Procurement Coordinator, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until <u>4:00 PM (EDST) on September 20, 2017</u>
September 25 – September 29, 2017	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
October 2, 2017	<i>Contract Award by GUC</i>
January 1, 2017	<i>Services commence.</i> Company begins providing all Insurance Broker Services.

2.2. Intent to Propose.

Please acknowledge receipt of this RFP via email by **August 15, 2017** using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising GUC your firm's intention to submit or not submit a Proposal. E-mail a copy of the completed and signed form to haddockc@guc.com, Attention: Cleve Haddock, CLGPO, Procurement Coordinator. GUC strongly encourages Companies to submit this form prior to the Pre-Proposal conference but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

Section 2

Procurement Process

2.3. Interpretations and Addenda.

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Company with the exception of questions answered at the Pre-Proposal Conference. Otherwise, Companies must request such interpretations or clarifications in writing from GUC. Address requests for information or clarification of this RFP to Cleve Haddock, CLGPO at haddockc@guc.com 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 **4:00 p.m. on August 29, 2017**

When responding to Company questions or issuing addenda to the RFP, GUC will post the answer or information to the Internet at www.guc.com.

Cleve Haddock, CLGPO
Procurement Coordinator
Greenville Utilities Commission
401 South Greene Street
Greenville, NC 27834
E-mail: haddockc@guc.com

GUC reserves the right to disqualify any Company that contacts a GUC 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 Companies after the Proposal Due Date.

2.4. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **September 6, 2017 at 2:00 p.m.** The Pre-Proposal Conference will be held at the GUC Administrative Building, 3rd Floor Conference Room or via teleconference by calling **252-329-2157, extension 7300, (Access Code:0159804)**.

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

2.5. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP. One electronic copy on a CD or flash drive in a searchable format such as MS Word or Adobe Acrobat and one unbound original Proposal signed in ink by a company official authorized to make a legal and binding offer, plus three (3) copies shall be submitted to the address listed in Section 2.3 above by **September 20 on or before but no later than 4:00 p.m.** The "original" Proposal and the copy 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.

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.**

Due to security measures at GUC, your sealed box(es), including any portions marked as Confidential/Trade Secret, may be searched and thoroughly inspected

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Procurement Process

prior to admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to the Administrative Building.

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

2.6. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company 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 one or more Company(-ies). Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company'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 Companies to make presentations to the Evaluation Committee or appear before GUC and/or its representatives for an interview. During such interview, the Company 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. Companies will be notified in advance of the time and format of such meetings.

Since GUC may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP. However, GUC is not obligated to accept the lowest priced proposal.

2.8. Contract Award by GUC.

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to our General Manager/CEO for final approval of award. If approved by the General Manager/CEO, the Finance Department will provide Contract documents to the Company. In the event the General Manager/CEO approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

2.9. Vendor Inclusion.

GUC is pleased with 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 Companies.

Although Companies are not required to be registered in GUC's vendor registration system prior to submitting a Proposal, in order to execute a contract with GUC and receive payment from GUC, all Companies must register with GUC's vendor registration system.

Section 2

Procurement Process

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 an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with GUC.

<http://guc.com/doing-business-with-us>

3. SCOPE OF INSURANCE BROKER SERVICES.

3.1. General Scope.

GUC requires a qualified insurance brokerage firm to perform Services for GUC. GUC's Finance Department provides property and casualty risk management services to all GUC departments. The Company shall perform work and services on assignments 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.

3.2. Service Categories.

Appendix A includes all service categories including primary and excess insurance placement, claims reporting and counseling, risk management and 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 the risk management programs it is necessary that brokerage services be comprehensive and provide strong support of the GUC mission. The Company shall provide the following Services:

3.3.1. Risk Financing.

The Company shall assist in the 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 Company shall review all policies and endorsements to ensure and 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 in digital format within ninety (90) days of expiration, renewal or policy anniversary dates.

3.3.3. Marketing.

The Company shall provide marketing at the direction of GUC when it is determined to be in its best interest to approach markets regarding pricing and/or coverage. The Company 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 and/or insurance policy terms, conditions and premium rates.

The Company shall evaluate the underwriter(s) and their respective companies, and report to GUC, on financial stability and service commitment to clients; review and advise RMD on policy language for proper application

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Scope of Services

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 broker's recommendations.

The Company 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 and Loss Support.

The Company shall support claim submittals from GUC in such a manner as to ensure proper team member(s) assignment to receive and process Entity 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.

The Company 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.

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.

3.4. Reporting Requirements.

3.4.1. Project Reporting Requirements.

The Company shall provide an insurance reference manual and report within sixty (60) 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.

3.5. Certificate of Insurance Management System.

The Company shall provide an online management system capable of storing and tracking certificates of insurance (COIs) from GUC vendors. Requirements include, but are not limited to:

- Easily trainable to and used by multiple Entity users;
- Ability to upload, store, track, and export COIs;
- Functionality to send email to Entity vendors a set number of days before COI(s)

Section 3

Scope of Services

- expire. Emails should be customizable by GUC or the Company;
- Allow separation of Entity users and COIs by department;
 - Ability to track COIs by contract; and
 - Search capabilities by vendor name, vendor number, contract name, contract number, expiration date.

The Company shall provide unlimited training and support for their COI system. Description of such a system should be included in a Company's response to Section 6, Form 8. The Company shall assist GUC with transition from their current system as required.

Section 4

Proposal Content and Format

4. PROPOSAL CONTENT AND FORMAT.

GUC desires all Proposals to be identical in format in order to facilitate comparison. While GUC's format may represent departure from the Company's preference, GUC requires strict adherence to the format. The Proposal will be in the format described below:

- a. Cover letter;
- b. Proposed Solution;
- c. The "Proposal Submission" set forth in Section 6, Form 3;
- d. The "Pricing Worksheet" set forth in Section 6, Form 4;
- e. The "Background and Experience" form set forth in Section 6, Form 6;
- f. The "References" set forth in Section 6, Form 7;
- g. The "Additional Company Questions" set forth in Section 6, Form 8; and
- h. Exceptions to the Remainder of the RFP, including the Sample Contract in Exhibit A.

It is desired that all responses meet the following requirements:

- All Proposals be printed 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided; and
- Materials be submitted in a format that allows for easy removal and recycling.

Proposals must also include a CD or flash drive including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

Companies are required to organize the information requested in this RFP in accordance with the format and instructions outlined above and detailed below. Failure to do so may result in GUC, at its sole discretion, deeming the Proposal non-responsive. The Company, 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. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with GUC. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

4.1.2. Proposed Solution.

Given the purpose of this service and GUC's goals as stated in this RFP, provide a creative solution to meet such goals. **For each component of the service described in Section 3, state whether and how your Proposed Solution complies as well as any additional information requested.** If you wish to add supplemental information, it shall be labeled "Supplemental Information."

4.1.3. Required Forms.

Section 4

Proposal Content and Format

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms listed in this Section 4, items numbered c through h.

4.1.4. Exceptions to the RFP.

Exceptions must be submitted in accordance with Section 1.6.11 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.

GUC intends to enter into a GUC-drafted Contract with the successful Company that contains the terms and conditions set forth in Exhibit A (“Sample Terms”). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of GUC’s evaluation criteria.

Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and GUC reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company’s Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, GUC reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in GUC’s best interest to do so.

Section 5

Evaluation Criteria

5. PROPOSAL EVALUATION CRITERIA.

Proposals will be evaluated based on the Company'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 Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company'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 Company 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 and Experience;
- b. Project Approach and Proposed Solution;
- c. Cost Effectiveness and Value;
- d. MWSBE inclusion efforts; and
- e. Acceptance of the Terms of the Contract

5.1. Qualifications and Experience

Companies will be evaluated on the background and experience information provided in Section 6, Form 6.

5.2. Project Approach / Proposed Solution.

Companies 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 Company's approach for the provision of the Services.

5.3. Cost Effectiveness and Value.

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

5.4. Minority Business Participation Program

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

5.5. 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 Exhibit A. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 1.6.11 and 4.1.4 of this RFP.

Section 6
Required Forms

REQUIRED FORM 1 - REQUEST FOR PROPOSALS ACKNOWLEDGEMENT

Insurance Broker Services

The Company hereby certifies receipt of the Request for Proposals for GUC, Insurance Broker Services. This form should be completed upon receipt of GUC's Request for Proposals and e-mailed in time for GUC to receive it by or before **August 15, 2016**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please email the completed Request for Proposals Acknowledgement Form to the attention of:

Cleve Haddock, CLGPO
Procurement Coordinator
Email: haddocgc@guc.com

Date: _____

Authorized Signature: _____

Title: _____

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: _____

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

Insurance Broker Services

This Proposal is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

GUC/State/Zip: _____

Email address: _____

Telephone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers; and has not engaged in or condoned prohibited discrimination. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age, religion, national origin, marital status, familial status, sexual orientation, gender identity, gender expression or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
2. 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.
3. As a condition of contracting with GUC, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company 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 Company or terminate any contract awarded on such bid.
4. As part of its Proposal, the Company shall provide to GUC a list of all instances within the past ten years where a complaint was filed or pending against Company in a legal or

Section 6 Required Forms

- administrative proceeding alleging that Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. 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.
 6. It is understood by the Company 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.
 7. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

Include exceptions to the sample contract in the following section of my Proposal: _____

Not include any exceptions to the Sample Terms.

Representative (signed): _____

REQUIRED FORM 4 - PRICING WORKSHEET

Insurance Broker Services

Regardless of exceptions taken, Companies 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.**

For purposes of this RFP, 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.

1. Base Rate Pricing.

Companies shall indicate below their base annual rate to provide the Services described in Section 3:

Contract Year	Total Cost
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Opt. Year 4	\$ _____
Opt. Year 5	\$ _____

2. Pricing for Additional Services.

Companies shall indicate below their fees for additional services as needed by GUC. If your company's COI management system is an additional cost, please also indicate that below.

Additional Service	Cost
Additional Coverage Added	Market rate commission: _____%
Other:	

Section 6 Required Forms

REQUIRED FORM 6 – Company’S BACKGROUND RESPONSE Insurance Broker Services

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company Identification	
Company’s legal name	
Company Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business?	
How many public sector (cities or counties) clients does your company have? How many are using the Services?	
Identify by name some of the clients similar to GUC (e.g., similar in size, complexity, location, type of organization).	
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
Corporate Notes	
If your company is a subsidiary, identify the number of employees in your company or division. If your company is a subsidiary, identify revenues of proposing company or division.	
Provide an overview and history of your company.	
Provide a management organization chart of your company’s overall organization, including director and officer positions and names and the reporting structure.	
Additional Narrative Response	
Detail how long the company has been providing services similar to those in this RFP to local governments. Include information regarding experience with similar projects.	
Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company’s team for providing the Services.	

Section 6 Required Forms

<p>If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member's role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.</p>	
<p>Explain how your organization ensures that personnel performing the Services are qualified and proficient.</p>	

Section 6 Required Forms

REQUIRED FORM 7 – REFERENCES

Insurance Broker Services

Companies shall complete the form below. GUC's preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

Reference 1	
Company Name	
Contact Name	
Phone Number	
Reference 2	
Company Name	
Contact Name	
Phone Number	
Reference 3	
Company Name	
Contact Name	
Phone Number	
Reference 4	
Company Name	
Contact Name	
Phone Number	
Reference 5	
Company Name	
Contact Name	
Phone Number	

REQUIRED FORM 8 – ADDITIONAL COMPANY QUESTIONS

Companies shall include responses to the additional questions posed below. Responses may be provided on a separate sheet provided that such response clearly includes the question reference numbers.

General Questions

1. What steps will your organization take to ensure that the transition of Services runs smoothly?
2. Describe the communications scheme that your organization will use to keep GUC informed about the Services.
3. Describe the risks associated with this Contract. What contingencies have been built in to mitigate those risks?
4. 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.
5. Other than insurance placement, what other services does your company provide that may assist GUC in lowering its total risk cost?

Online Certificate System

6. Is there a maximum number of users of the COI system?
7. Does the system allow multiple users from the same Department? Can users be set into separate groups so they do not see all COIs?
8. Describe your process of adding, removing or adjusting GUC users' accounts.
9. Can a Department have multiple divisions (ie users in one division cannot see another division's COIs)?
10. Does your system store expired COIs or replace with the updated COI once entered by a user?
11. Can users have different levels of access to do the following:
 - Enter COIs
 - View COIs
 - Edit COIs
12. Please provide screen shots of the following components of your system:
 - Login
 - Dashboard or main landing page
 - COIs entry page
13. Would the pricing you have provided in Section 6, Form 4 be reduced should GUC elect not to use your COI system?

Exhibit A – Sample Contract

TERMS AND CONDITIONS FOR THE PURCHASE OF APPARATUS, SUPPLIES, MATERIALS, EQUIPMENT AND SERVICES

These Terms and Conditions, made and entered into on this the ____ day of _____, by and between GREENVILLE UTILITIES COMMISSION 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 _____ organized and existing under and by virtue of the laws of the State of _____, with one of its principal offices and places of business at _____, hereinafter referred to as “PROVIDER”;

1.0 TAXES

No taxes shall be included in any bid prices 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 as a separate item on the invoice.

2.0 INVOICES

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

3.0 PAYMENT TERMS

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

4.0 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 our actual needs.

5.0 AFFIRMATIVE ACTION

The 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.

6.0 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.

7.0 SAMPLES

Samples of items, if required, must be furnished free of expense to GUC, and if not destroyed, will, upon request, be returned at the Provider's expense. Request 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.

8.0 SPECIFICATIONS

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

9.0 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.

10.0 AWARD OF CONTRACT

As directed by 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 the 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.

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 written amendment in the form of "Amended Purchase Order," which has been approved by GUC's Purchasing Buyer II.

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. The Provider agrees that GUC may return part of or all of any shipment at Provider's

Exhibit A – Sample Contract

expense. GUC may charge the Provider with all reasonable expenses resulting from such failure to deliver or perform.

11.0 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 Arbitrator(s) is selected.

12.0 GOVERNMENT RESTRICTIONS

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, 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 the GUC Purchasing Buyer II, 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 discretion of GUC, to cancel the contract.

13.0 INSURANCE

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

13.1.1 Workers' Compensation – The 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 each accident, covering all Provider's employees who are engaged in any work under the contract. If any work is sublet, the Provider shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

13.1.2 General Liability – Commercial Liability Coverage written on an "occurrence" basis in the minimum amount of \$1,000,000 per occurrence.

13.1.3 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 per accident.

13.2 Requirements - Providing and maintaining adequate insurance coverage is a material obligation of the 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. The 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 the Provider shall not be interpreted as limiting the 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's Risk and Facilities Manager.

14.0 PATENTS AND COPYRIGHTS

The 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 copyrighted articles or any patented or unpatented invention, device or appliance manufactured or used in the performance of this contract.

15.0 PATENT AND COPYRIGHT INDEMNITY

The 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 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

Exhibit A – Sample Contract

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 the Provider or from the use of combination of products provided by the Provider with products provided by GUC or by others; and (5) should such product(s) become, or in the Provider's opinion 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 becomes non-infringing and performs in a substantially similar manner to the original product.

16.0 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 the Provider's proposal. The Provider specifically agrees to the terms and conditions set forth in this set of Terms and Conditions by affixing its name on the signatory page contained herein.

17.0 CONFIDENTIAL INFORMATION

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

18.0 ASSIGNMENT

No assignment of the Provider's obligations or the Provider's right to receive payment hereunder shall be permitted without the express written consent of GUC, provided however, upon written request approved by the GUC Purchasing Buyer II, solely as a convenience to the Provider, GUC may:

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

19.0 ACCESS TO PERSON AND RECORDS

GUC shall have reasonable access to persons and records of Provider as a result of all contracts entered into by GUC.

20.0 INSPECTION AT BIDDER'S SITE

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.

21.0 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.

22.0 GOVERNING LAWS

All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

23.0 ADMINISTRATIVE CODE

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

24.0 EXECUTION

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

25.0 CLARIFICATIONS/INTERPRETATIONS

Any and all questions regarding these Terms and Conditions must be addressed to the Procurement Coordinator. 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 Provider and the Procurement Coordinator.**

26.0 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 shall be determined.

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. Termination for just cause by either party shall be by certified letter and shall be effective thirty (30) days after signed and acknowledged receipt of said letter. Just cause shall be based on

Exhibit A – Sample Contract

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 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 DELIVERY

Shipments will be made only upon releases from a purchase order issued by GUC in accordance with GUC's current needs.

Time is of the essence with respect to all deliveries under this Agreement.

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. Delivery hours are between 8:00 AM and 4:30 PM Monday-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.

29.0 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 losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the 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, solely, 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 the 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.

30.0 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 this Agreement.

31.0 WARRANTY(IES)

The Provider hereby includes all warranties, whether expressed or implied, including, but not limited to, the Implied Warranty of Merchantability and the Implied Warranty of Fitness for a Particular Purpose.

32.0 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.

33.0 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.

34.0 E-VERIFY

E-Verify - I understand that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

35.0 IRAN DIVESTMENT ACT CERTIFICATION

By acceptance of this purchase order, Vendor/Contractor certifies that, as of the date of the purchase order or contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor/Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

36.0 NOTICES

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

Cleve Haddock, CLGPO
Procurement Coordinator
Greenville Utilities Commission
P.O. Box 1847
Greenville, NC 27835-1847

Vendor Specified on Page 1 of Section III when awarded.

Exhibit A – Sample Contract

GREENVILLE UTILITIES COMMISSION

COMPANY NAME

By: _____
Anthony C. Cannon

By: _____
Name (Print): _____

Title: General Manager/CEO
(Authorized Signatory)

Title: _____
(Authorized Signatory)

Date: _____

Date: _____

Attest: _____

Attest: _____

Name (Print): Amy Wade

Name (Print): _____

Title: Executive Secretary

Title: Secretary

Date: _____

Date: _____

(OFFICIAL SEAL)

(OFFICIAL 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: General Counsel

Date: _____

APPENDIX A – SERVICE CATEGORIES AND RESPONSIBILITIES

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

1. Primary and Excess Insurance Placement for:
 - a. Aviation Liability;
 - b. Boiler and Machinery;
 - c. Builders' Risk;
 - d. Commercial Auto Liability;
 - e. Directors and Officers;
 - f. Employment Practices Liability;
 - g. Fidelity and Crime Bonding;
 - h. General Liability;
 - i. Cyber Liability
 - j. Property;
 - k. Property and Casualty inclusive of premises and operations;
 - l. Workers' Compensation; and
 - m. Other coverages as warranted and/or needed
2. Claims Reporting and 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. Aviation;
 - b. Construction and possibly Owner Controlled Insurance Programs (OCIP's);
 - c. Emergency Services and Preparedness;
 - d. General Public Risk Management;
 - e. Policy Evaluation and Management; and
8. Miscellaneous services related to risk financing/transfer or management

Current Insurance Schedule.

The schedule of insurance for GUC is 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.

APPENDIX B – CURRENT INSURANCE SCHEDULE

COVERAGE	CARRIER
General Liability/EBL/EPL	Travelers
Public Officials and Management Liability	Travelers
Auto Liability and Physical Damage	Travelers
Excess Liability	Travelers
Property	CNA
Inland Marine	CNA
Crime	Travelers
Boiler and Machinery	Travelers
Excess Workers' Compensation	Midwest
Occupational Accident Buffer Layer	Great American
Pollution	ACE
Network Security Liability	AIG
Public Officials Bond	Travelers

This space left blank intentionally.

Letter of Compliance to E-Verify for Greenville Utilities Commission

1. I have submitted a proposal for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

3. ____ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. ____ I employ less than fifteen (15) employees in the State of North Carolina.

5. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this proposal and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

6. ____ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. ____ Employ less than fifteen (15) employees in the State of North Carolina.

Specify subcontractor:

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)

Iran Divestment Act Certification For Greenville Utilities Commission

RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature Date

Printed Name Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

Appendix B

It is certified that this proposal is made in good faith and without collusion or connection with any other person responding on this same RFP. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

Certified check or cash for \$ n/a or proposal bond for \$ n/a attached.

Firm Name _____ Phone (____) _____

Address _____

City _____ State _____ Zip Code _____

Fax (____) _____ E-Mail _____

Authorized Official _____ Title _____

Typed Name

_____ Date _____

Signature