



**CITY OF SAVANNAH - PURCHASING DEPARTMENT**  
**P.O. Box 1027 Bull & Bay Streets**  
**Savannah, Georgia 31402**  
**(912) 651-6425**  
***www.savannahga.gov***

**July 21, 2005**

**Request for Proposals**  
**for**  
**Insurance Broker / Consultant Services**

**RFP#05.232**

Dear Proposer:

The City of Savannah is now accepting proposals for Insurance Broker / Consultant Services to be used by the Risk Management Department.

Instructions for preparation and submission of a proposal are contained in this package.

A **pre-proposal conference** has been scheduled for 11:00 a.m. on Tuesday, August 2, 2005 in the Office of the Purchasing Director, third floor of City Hall.

All proposals are due in the Office of the Purchasing Administrator, 3rd floor, City Hall, 2 East Bay Street, Savannah, Georgia 31401 (P.O. Box 1027, 31402) **no later than 1:30 p.m. on Tuesday, August 16, 2005.** The names of the respondents will be read at the public bid opening shortly thereafter.

Thank you for your interest in doing business with the City of Savannah.

Sincerely,

Margaret H. Joyner  
Purchasing Director

Joy M. Kerkhoff  
Assistant Purchasing  
Director

## SECTION I

### INFORMATION & INSTRUCTIONS

#### 1.0 **Submission Requirements:**

1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **Insurance Broker / Consultant Services, RFP #05.232**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 **Proposal Format:** Proposals shall be submitted in the following format and include the following information.

- a) Detailed description of services as described within each Scope of Services as requested.
- b) Fee Proposals per instructions in Section VIII signed by responsible party
- b) Contact names of references with phone numbers.
- c) Any additional information pertinent to the proposal.

1.3 It is the sole responsibility of the **PROPOSER** to assure that they have received the entire Request for Proposal.

1.4 Proposers will be notified in writing of any change in the specifications contained in this RFP.

1.5 No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Savannah. No employee of the City of Savannah is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.6 **Right of Rejection and Clarification:** The City of Savannah reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City of Savannah is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

1.7 **Request for Additional Information:** Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

1.8 **Denial of Reimbursement:** The City of Savannah will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

1.9 **Gratuity Prohibition:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Savannah for the

purpose of influencing consideration of this proposal.

- 1.10 Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
- 1.11 Right of Negotiation:** The City of Savannah reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- 1.12 Right of Rejection of Lowest Fee Proposal:** The City of Savannah is under no obligation to award this project to the proposer offering the lowest fee proposal. Evaluation criteria included in this document shall be used in evaluating proposals.
- 1.13 Exceptions to the RFP:** Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Savannah, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.
- 1.14 Indemnification:** Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Savannah, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.
- 1.15 Rights to Submitted Material:** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Savannah when received.
- 1.16 Basis of Award:** Proposals will be evaluated according to the following criteria and weight at a minimum:
- a) Understanding of Scope and ability to provide services as requested - 10pts
  - b) Firm / Personnel Qualifications - 10pts.
  - c) References - 10pts.
  - d) Cost of Services - 20pts.
  - e) Additional information provided in response to this RFP - 10pts
  - f) Local office - 10pts.
  - g) Municipal experience - 10pts.
  - h) Software compatibility, internet access & 24/7 Technology assistance - 10pts.
  - i) Start-up & follow-up training - 10pts. with their proposal and complete the participation schedule if appropriate.

Proposals shall be evaluated by a Selection Committee. The Selection Committee may, at its option, request any or all proposers to provide on-site demonstrations of the proposed system.

- 1.17 Copies:** An original and two copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.
- 1.18 Contacts:** Proposers must submit proposals in accordance with the instructions

contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this request for proposal should be directed to:

Joy Kerkhoff  
Buyer  
(912) 651-6422  
email: joy\_kerkhoff@savannahga.gov

Technical Questions should be addressed to:

Kevin R. Doyle  
Risk Manager  
(912) 651-6400  
email: kevin\_doyle@savannahga.gov

**1.19 Submittal of Qualifications:** Proposers should submit experience and qualifications as described below. Additional information may be submitted as appropriate to further describe vendor and provide product capabilities.

- a) List of clients and contact names who are using proposed system.
- b) Location and number of support personnel.

**1.20 Contract:** The contract between the City of Savannah and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City of Savannah reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

**1.21 Termination of Contract:** The City of Savannah may cancel the contract at any time for breach of contractual obligations by providing the consultant with a written notice of such cancellation. Should the City of Savannah exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.

**1.22 Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Consultant agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Proposers certify that all equipment, services and or goods provided to the City of Savannah comply with the Department of Justice ADA Title III Regulations.

**1.23 Minority/Women Business Enterprise (MWBE) Policy:** It is the policy of the City to provide minority and women owned business enterprises with equal opportunity for participating in selling goods and services to the City of Savannah. Proposers are required to make a Good Faith Efforts to subcontract, where applicable, with or

purchase supplies from MWBEs. The proposer shall keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

The proposer shall also submit the attached notice of non-discrimination with their proposal and complete the participation schedule if appropriate.

**SECTION II**  
**SCOPE OF WORK**

**2.0 INTENT:** The City of Savannah, Georgia is seeking proposals for professional insurance broker/consultant services to assist in the management of the City's various insured and self-funded programs. Such services would include, but not be limited to the review, analysis, recommendation, and placement of all insured and self-funded programs in the areas of workers compensation, safety & loss control, property, casualty and liability coverages, as well as processing policy change endorsements, policy review and audit and monitoring of appropriate claims.

**2.1 GENERAL INFORMATION:** The population of the City of Savannah is approximately 135,000 with 2,500 municipal employees. In addition to providing traditional government services, the City also operates an extensive Water and Wastewater Utility System. The City is committed to a strong, pro-active safety and loss prevention program directed by the City's Loss Control Coordinator and various active safety committees throughout the organization. City-wide insurance and loss prevention activities are directed by the Risk management Administrator, who reports to the Director of Central Services. Comp Management Incorporated is currently the TPA for the City's self-funded workers compensation program and Auto Liability Program and broker / consultant services are provided by the firm of Palmer & Cay of Savannah, Georgia.

The City is self-funded for all lines of coverage (including workers compensation) with the exception of property and flood insurance and excess coverage for the City's workers compensation program. The City's current property, casualty and workers compensation insurance budget is approximately \$3.8 million which includes fees, claims administration costs, claims payments, and insurance premiums. Included in this RFP is a listing of current City coverages and renewal dates along with a brief summary of claims history.

**2.2 CONTRACT PERIOD:** Proposals should assume the initial contract term of one year with an effective date of January 1, 2006. The contract may be renewed up to four additional years if all parties so agree.

**2.3 ACCESS TO CLAIM FILES:** The Proposer agrees that the City shall have access to claim files created as a result of claims services to be provided by the successful respondent. Reasonable access shall be defined as making available upon three (3) days notice, all claim files for review and/or audit by the City.

**2.4 OWNERSHIP OF CLAIMS FILES:** The City of Savannah shall have the right, title interest and ownership of claims files; (paper and electronic) created as a result of claims services to be provided by the successful respondent. Upon ten (10) days written notice, the successful respondent shall return such files to the City.

**2.5 SUBMITTAL OF QUALIFICATIONS:** Proposal format should follow these basic guidelines for each category of service submitted as response to this RFP.

2.5.1 For each numbered item in the this section, please provide a statement regarding the firm's ability to meet the criteria.

- 2.5.2 Describe in detail the qualifications of the firm and the company personnel to whom the task would be assigned as well as any back up personnel. Details should include:
- a) Familiarity and years of service to municipal and local government clients.
  - b) Detail of past work performance including size of entity
  - c) Names of assigned personnel and their function with relation to this proposal
  - d) Experience, education and training of assigned personnel with particular regard to public entity experience.
  - e) Professional affiliations / credentials of assigned personnel as well as any pertinent publications.
  - f) Availability of personnel for consultation from other locations / specialties within the company.

2.5.3 References with names, addresses, and phone numbers of current clients who can be contacted by the City for discussion of services provided to that client. In addition, include the names of at least two previous clients with, but who no longer utilize the services of your firm.

2.6 Any additional remarks/ comments the company wishes to make to elaborate their proposal and qualifications.

**2.7 SCOPE:** Services in advising and coordinating with the City's Risk Manager would include, but are not limited to the following:

2.7.1 Quarterly meetings to discuss: claims, loss control, exposure changes, general administrative matters. Conduct a review and analysis of coverages in place and possible modifications.

2.7.2 Annual property loss control meetings with appropriate City Staff.

2.7.3 Facilitate insurance company interface and coordination in the following areas:

- a) Claims
- b) Loss Control
- c) Renewal information format and market presentation
- d) Marketing of existing coverages
- e) Bid insurance contracts to assure best possible conditions and pricing.

2.7.4 Any special projects requested by client (for requests outside of normal scope of services please provide an attachment to the proposal that outlines fees for such services, i.e. loss control, property appraisals, actuarial analysis etc.)

2.7.5 Develop coverage options as agreed upon for coverages not currently in effect for the City's review. Such review should indicate a market review of coverages for both price and conditions as well as alternatives for managing the identified risk other than a traditional insurance product where such alternatives exist.

The City currently holds the following policies:

- Property with a \$100,000 Deductible
- Boiler & Machinery with a \$5,000.00 Deductible
- Crime with a \$5,000.00, \$10,000.00 \$ \$15,000.00 Deductible
- Business Automobile with no Deductible
- Excess Workers' Compensation with a Self insured retention of

\$350,000.00 for non Public Safety and \$400,000.00 for Public Safety

- 2.7.6 Analyze, at least annually, the City's exposure to loss and review adequacy of coverage and provide a formal written report of such.
- 2.7.7 Assist the City in reviewing all insurance policies, contracts, leases, bonds as necessary.
- 2.7.8 Provide service for day to day contact on insurance matters.
- 2.7.9 The City is interested in creating a budgetary allocation system that would charge City of Savannah Departments both a premium and a per incident deductible. Said system would be run by the contracted broker and run through finance for accurate monthly reporting to all departments. The system would:
- Generate monthly reports for each City of Savannah Dept. on the number of care crashes and workers' compensation injuries.
  - Said report would allocate a specific and pre-determined cost to each incident.
  - The incidents triggering costs will be outlined well in advance.
  - The allocation will cover both auto liability and workers' compensation incidents

The full scope of this part of the RFP will be outlined during the pre-proposal conference.

- 2.7.10 Other services as are normally and customarily required of a municipal insurance broker/consultant.
- 2.8 CONTRACT FEE(S):** The broker / consultant contract fee should be addressed in their proposal as follows:
- 2.9** The Proposer should quote an annual fee for the scope of services outlined in this RFP. Such fee should be a base fee for services and should assume that the Proposer would not be entitled to any commissions for any coverage procured on behalf of the City. Proposer should indicate any exceptions to this requirement.
- 2.10** In the event that a particular insurance company whose coverage is most advantageous to the City will not write coverage net of commission, commissions received for coverages procured by the broker/consultant shall be disclosed and credited against the fees outlined in section 3.2.1. Such fees and commissions will be subject to audit at the discretion of the City.
- 2.11** The broker and Risk Manager will determine on an annual basis whether coverages are to be renewed with the existing carrier(s). In the event that coverages are bid, Broker must provide documentation of the companies solicited and their bids.
- 2.12** If the Proposer is capable of providing safety and loss control services, as an option, for consideration by the City, they should attach information relating to their ability to provide such services as well as the applicable fees for such service(s).

**SECTION III**  
**FEE PROPOSAL**

I have read and understood the requirements set forth in this RFP #05.232 and agree to comply except as noted. The fee proposal includes all fees for work as described in Section II, Scope of Work. Additional pages may be used to show detail of unit costs and options.

**INSURANCE BROKER/CONSULTANT SERVICES:**

Annual fee for Broker/Consultant Services:     \$ \_\_\_\_\_

**SUBMITTED BY:** \_\_\_\_\_

**PROPOSER:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**NAME (PRINT):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE:** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**TELEPHONE:** ( \_\_\_\_\_ ) \_\_\_\_\_  
Area Code

**FAX:** ( \_\_\_\_\_ ) \_\_\_\_\_  
Area Code

## NON-DISCRIMINATION STATEMENT

The proposer certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**PROPOSED SCHEDULE OF M/WBE PARTICIPATION**

Name of Bidder/Proposer: \_\_\_\_\_ Bid No. \_\_\_\_\_  
 Project Title: \_\_\_\_\_ Total Bid Amount \$ \_\_\_\_\_

Name of M/WBE Participant	Address	Type of Work Sub-Contracted	Subcontract Value	MBE/WBE Status
			\$	
			\$	
			\$	
			\$	

MBE Participation Value: \_\_\_\_\_ % \$ \_\_\_\_\_  
 Women Participation Total Value: \_\_\_\_\_ % \$ \_\_\_\_\_

The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with the Mayor and Aldermen of the City of Savannah.

**Joint Venture Disclosure**

If the proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the Minority/Female joint venture firm.

Joint Venture Firms	Level of Work	Financial Participation

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

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

Note: The Minority/Woman-Owned Business Office is available to identify qualified M/FBE's. Please contact the Office at (912) 651-3653. This form may be copied as needed. The City of Savannah has also posted a list of registered M/FBE's on its website @ [www.savannahga.gov](http://www.savannahga.gov).