REQUEST FOR PROPOSAL

Property & Liability Insurance Brokerage Services

Release Date: April 14, 2021

SECTION ONE

OVERVIEW & GENERAL CONDITIONS:

The Montgomery County Commission (referred to herein as the "MCC") seeks experienced and qualified brokers to assist the MCC with strategically planning, designing and negotiating the best coverage and cost for the MCC's liability, property and casualty coverage and for providing other insurance-related services as further defined herein. The proposal should detail the firm's conceptual approach to handling the MCC's account and providing both insurance placement and advisory services.

*Please note that no markets are to be approached prior to award.

Proposal Response Date and Location:

Sealed Proposals will be received by the MCC, until 4:00 p.m. CST, Tuesday, May 18, 2021 for Property and Liability Insurance Brokerage Services. Proposals arriving after the deadline will not be considered. All proposals and accompanying documentation will become the property of the MCC and will not be returned. Selection or rejection of a response does not affect this right. One (1) unbound original and two (2) copies of this proposal must be submitted to allow for evaluation. Proposals must be clearly marked on the outside of the package:

Montgomery County Commission
ATTN: Holly Leverette, Director of Risk Management
Property & Liability Insurance Brokerage Services RFP Response
101 S. Lawrence St.
Montgomery, AL 36104

Conditions:

All responses submitted pursuant to this request shall be made in accordance with the provisions of the laws of the State of Alabama and the Scope of Services included in this RFP.

By submitting a response, the Proposer agrees that the awarded contract is to be governed by the terms and conditions set forth in this request. Any exceptions to the specifications must be clearly identified in the last section of the Proposer's response; otherwise, the MCC will assume compliance with all requirements as stated.

Timetable:

Following is an outline of dates in the selection process. Any changes will be provided in writing to all Proposers receiving a copy of this RFP.

RFP Release	April 14, 2021
Questions regarding the RFP due by 4:00 p.m. CST	April 21, 2021
Response to all questions	April 28, 2021
Proposals due by 4:00 a.m. CST	May 18, 2021
Oral presentations of selected proposals (if required)	May 24 - 28, 2021
Commission Approval	June 2021
Award Notification – no later than	July 6, 2021

Proposers assume the risk of the method of dispatch chosen. The MCC assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted, nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or by electronic means.

Correspondence and Questions:

Any questions concerning the process or the scope of this RFP should be directed to Holly Leverette, Director of Risk Management by phone: 334-832-1280, fax: 334-832-7756, or e-mail: hollyleverette@mc-ala.org.

Written replies of general significance will be forwarded to all proposers invited under this request. Prospective proposers acknowledge that no other source is authorized to provide information concerning this request.

Unauthorized contact regarding the proposal with other MCC employees may result in disqualification. Any oral communications will be considered unofficial and non-binding. Proposer should rely only on written statements issued by the proposal representative noted above.

Proposal Questions/Addenda:

All questions must be submitted in writing to the proposal correspondent named above. Questions must be received by 4:00 p.m., CST Wednesday, April 21, 2021. A list of questions and answers will be provided no later than close of business on Wednesday, April 28, 2021. Requests may be made to the proposal representative.

Waiver of Technicalities:

All items must meet or exceed specifications as stated by the MCC. Determination of best response to proposal will be the sole judgment of The MCC. Proposals shall remain valid for ninety days for the date of proposal opening. The MCC reserves the right to waive any technicalities.

Proprietary Proposal Material:

Any information contained in the proposal that is proprietary will be neither accepted nor honored. All information contained in this proposal is subject to public disclosure.

No Obligation to Buy:

The MCC reserves the right to refrain from contracting with or awarding any proposer the bid. The release of this RFP does not compel the MCC to purchase.

Withdrawal:

Proposals may be withdrawn at any time prior to the proposal opening.

Proposal Evaluation:

All proposals will be evaluated on the basis of the knowledge and experience of the firm, knowledge and experience of the individuals assigned to this account, services provided, program concept, and the overall responsiveness of the written and/or oral presentation. Intangible factors such as Proposer's integrity, facilities, equipment, reputation, past performance and other factors will also be weighed. It is incumbent upon the proposers to demonstrate within their proposals how each requirement will be satisfied. All proposals must meet the specification as outlined in this proposal. The MCC reserves the right to investigate the qualifications and experience of the proposers, or to obtain new proposals. Proposals not sufficiently detailed or in an unacceptable form may be rejected by the MCC. Dates and documentation included in the proposal become public information upon opening the proposals. Interested firms must follow the process outlined in the following pages in submitting their proposal. The evaluation process will be conducted in a comprehensive and impartial manner. The MCC reserves the right to waive any and/or all informalities and to reject any or all proposals at any time.

During the evaluation process, the MCC, may, at its discretion, request oral presentations from qualified proposers for the purpose of clarification or amplifying the materials presented. However, proposers are cautioned that the MCC is not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the broker. All Oral Presentations if necessary, will take place 5/24/2021 – 5/28/2021. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. All such discussions shall be coordinated by the MCC representative named above.

All proposals will be reviewed to determine if they satisfy the minimum qualifications specified in the RFP. Those not satisfying the Minimum Qualifications will not be considered.

Failure to provide any of the information requested in this RFP may result in disqualification of the proposal. **This process does not include quotes for insurance and insurance markets should not be contacted at this time. Any proposer contacting insurance markets for quotes related to this RFP prior to the contract award will cause their proposal to be disqualified.**

Evaluation Criteria:

Each proposal will be evaluated in the areas described below. Criteria for the evaluation are:

1. Brokerage Services – 50%
   a. Scope of proposed services, quality and completeness of response.
   b. Experience with other public operations similar to the MCC.

2. Program Concept – 15%
   a. Proposer's demonstrated understanding of the MCC's risk management program and public sector industry challenges.
   b. Availability to insurance markets to provide insurance products for the MCC's risk financing program.

3. Experience – 20%
   a. Qualifications and experience of the firm, servicing office, and particular individuals & team specifically assigned to the MCC account.

b. Qualifications and experience of the firm, servicing office, and particular individuals & team specifically assigned to provide claim assistance.
c. Experience working with self-insured clients.
d. Qualifications and experience administering loss control services: i.e. risk identification, loss prevention & control services.
e. Qualifications and experience providing client services: educational webinars, white papers, industry benchmarking, contract review.

4. Written RFP Response - 15%
   a. Adherence to the RFP requirements, including completion of all required forms; provisions of all requested information; and adequacy of responses. The proposal itself as an example of your firm's work product.

Minimum Qualifications:

1. Broker must have been in business a minimum of five year.
2. Broker must have experience with property placements for total insured values of over $100M.
3. Broker must have experience with public sector clients (minimum of 3 present public sector clients and at least five years cumulative experience in public sector accounts.)
4. Broker must have experience working with clients that have self-insured General Liability and Automobile Liability retention programs.
5. Broker or any individual working for the broker shall not have been named as a defendant in any current litigation with any past or present client.
6. Broker must have experience conducting cyber liability assessments, providing loss control recommendations and managing insurance procurement.
7. Broker must have experience providing risk management consultation for routine risks faced by public entities, such as Sheriff's Departments, law enforcement liability, detention facilities, governmental requirements, pandemic preparedness, etc.

Contract Award:

Following review of all qualified proposals, the MCC will select the proposal that, in its sole discretion, is the most responsive and responsible proposal for the MCC. A recommendation is expected to be made to the MCC by the Commission meeting on July 6, 2021. Following Commission approval, The MCC will countersign contract documents. The selected proposer should be prepared to commence working immediately following contract execution.

Should the MCC require additional time to award the contract, the time may be extended by the mutual agreement between the MCC and the successful proposer. If an award of contract has not been made within ninety days from the proposed date or within the extension mutually agreed upon, the proposer may withdraw the proposal without further liability on the part of either party.

The terms and conditions of this Request for Proposal and the laws of the State of Alabama shall govern any contract resulting from this request. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or for any breach thereof, shall be instituted only in the courts of the State of Alabama. The MCC and the proposer hereby agree that the venue shall be in Montgomery County, Alabama.

Any award made hereunder shall bind the Proposer to the terms, conditions, and specifications set forth in this request. Proposers whose response does not conform to said terms, conditions, and specifications should so note on a separate sheet labeled, "Exceptions to Terms and Conditions". No exceptions will be recognized to have been taken by a Proposer unless it is properly set out as provided above.

Contract Period:

The broker which results from the awarding of this RFP shall begin services as Agent/Broker of Record effective for the policy period beginning 10/01/2021. The term of service shall continue until any subsequent RFP for the same services is issued and awarded or unless otherwise terminated. The successful proposer has the right to cancel the contract with 30 days prior written notice before each annual contract anniversary date. The MCC may cancel the contract at any time with 30 days prior written notice to the successful proposer.

The MCC understands and appreciates the benefits of long-term relationships with its insurance vendors and brokers. We do not typically market our programs more than once every three to five years, assuming market stability and satisfactory service.

Cancellation:

The MCC has the right to cancel any contract for the following reasons, including, but not limited to, the following: (1) failure to deliver within the terms of the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the Proposer, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

If purchase terms are revised by the successful Proposer after the MCC has awarded any resulting contract and the MCC cannot accept the terms as altered, The MCC reserves the right to revoke and cancel the contract by written notice to the successful Proposer within 60 days of becoming aware of such revision. The MCC will not be liable for any additional Business and all data related to the services becomes the property of the MCC.

Special Provisions:

Selected Broker agrees that the named principal and other key personnel responsible for program services will not be removed from the account by the Broker without prior notification to the MCC. Replacements of key personnel are subject to approval by the MCC.

Selected Broker agrees to attend and actively participate in periodic meetings with The MCC staff and representatives, when requested.

Selected Broker and sub-consultants shall be asked to perform as agents of the MCC including issues relating to confidentiality.

Proposal Requirements

ALL FIRMS PROVIDING PROPOSALS MUST PROVIDE, IN DETAIL, THE INFORMATION REQUESTED IN THIS RFP, PREFFERABLY IN THE ORDER PRESENTED. FAILURE TO PROVIDE ANY OF THE INFORMATION REQUESTED IN THIS RFP MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

The MCC intends to enter into a contract or agreement for services as per the accepted or negotiated proposal. Terms and conditions will be finalized at the time of the award. If a proposer has a draft of the terms and conditions it wants considered, it should be submitted as part of the formal written response. The MCC reserves the right to conduct pre-contract negotiations with any or all proposers. If selected as The MCC's Broker, the proposal and responses to the RFP will be incorporated into the resulting contract.

Each proposer submitting a proposal represents that he has read and understands the RFP and his proposal in made in accordance thereof. The MCC assumes no responsibility for errors or misinterpretations from the use of an incomplete set of proposal specifications. The proposer shall furnish the MCC with additional information as we may reasonably require to make an informed decision. If you believe the MCC should consider additional coverage or services not contemplated in this bid or the removal of services included, please describe your suggestions in your bid as an attachment, with separate costs or savings detailed.

Your ability to provide understandable, well-organized information should be reflected in your written proposal.

Each copy of the proposal shall include the legal name of the proposer and a statement that the proposer is a sole proprietor, a partnership, a corporation, or some other legal entity. A legally authorized person shall sign each copy of the proposal.

The proposer should be licensed and qualified under the laws of the State of Alabama to perform the quantity and type of work required by this RFP.

Executive Summary:

Preface the proposal with an Executive Summary of two (2) pages or less giving a concise summation of the proposal. The summary should identify the firm, provide the name of the principal contact and be signed by an office of the firm.

Compensation:

It is the MCC's expectation that brokerage fees and commissions will be borne by the selected insurance provider. If additional brokerage fees are expected of the MCC, or if your firm offers additional fee-supported services which are supplemental to your proposal, please clearly outline all costs and services on a separate fee addendum. The placement of all insurance coverages specific to this RFP are outlined in the RFP (Appendix B). Indicate any discretionary services outlined in your proposal that are not included in your proposal.

The MCC's fiscal year is October 1 through September 30. It is our intent to consider brokerage service under this RFP to begin on October 1, 2021. The broker awarded this contract will be expected to coordinate and negotiate all October 1, 2021 renewal process.

The MCC is tax exempt for all sales, use, and excise taxes.

Additional Terms and Conditions:

1. All services performed by the proposer are in the role of an independent contractor.

2. The proposer shall not assign or subcontract, in whole or in part, its rights or obligations under this agreement without prior written consent of the MCC. Assignments attempted, without said consent, shall be considered void and have no effect.

3. The MCC shall own all documents, data, files, tapes, disks, reports, spreadsheets and all other working documents, electronic or otherwise, as related to this agreement. The Proposer shall furnish all such documents to the MCC upon termination of this agreement. In addition, the Proposer must provide security for all such records and the Proposer shall provide to the MCC written procedures documenting their security and off-site storage.

4. The Proposer shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and Proposer's activities undertaken pursuant to this Agreement.

5. All cost incurred by the Proposers in preparing and delivering their proposal, and any subsequent time and travel to meet with the MCC regarding the proposal shall be totally borne at the Proposer's expense.

6. All responses become a matter of public record at award. The MCC accepts no responsibility for maintaining confidentiality of any information submitted with the RFP whether labeled as confidential or not.

7. The MCC is an Equal Opportunity, Affirmative Action employer. The successful Proposer(s) and its subcontractors (if any) shall not discriminate unlawfully against any employee or applicant for employment, nor shall they deny the benefits of any agreement resulting from this RFP to any person on the basis of race, sex, age, religion, color, national origin, disability or veteran status.

Insurance:

Proposer shall, at their own expense, maintain insurance of such types and in such amounts as are necessary to cover their responsibilities and liabilities on a project of the character contemplated under this contract and shall require all subcontractors to carry similar insurance. The MCC and the Commissioners collectively and individually, employees and agents shall be named as Additional Insureds on the general liability policy and on the umbrella/excess policy if required to meet the minimum limits set forth below**.**

Certificate(s) of insurance will be provided to the MCC before work can commence. The Certificate will evidence all coverage required and specify the terms required as noted below. Certificate will note the additional insured as required above and will provide for at least 30 days written notice of cancellation or non-renewal to the MCC.

Policies may include a deductible, but the Proposer will be responsible for payment of the deductible on their own behalf and on behalf of the MCC as an additional insured.

Required Insurance Limits:

Type of Insurance:	**Minimum Limits of Liability Required**:
Workers' Compensation	Statutory
Employers Liability	$1,000,000 (each employee, each accident and policy limit)
***Commercial General Liability**	
Each Occurrence	$1,000,000
Personal and Advertising Injury	$2,000,000
Products/Completed Operations	$2,000,000
General Aggregate	$2,000,000
Professional Liability (Of the nature adequate to cover Proposer's liability arising out of the professional services to be provided under this Contract)	$2,000,000 each occurrence and annual aggregate

***These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies. Insurance carrier shall be rated A- or better by A.M. Best.

Professional Liability Insurance coverage written on a claims-made policy shall be maintained for a minimum period of five years following completion of the contract.

The MCC shall have the right to inspect and approve Proposer's insurance including review of the entire policy and all attachments upon request.

Indemnification:

The selected proposer agrees to protect, defend, indemnify and hold the MCC and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful proposer, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful proposer also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

The purchase of insurance by the Proposer shall in no event be construed as a fulfillment or discharge of the obligations set forth in this Indemnification provision.

Dispute Resolution:

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussion and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the MCC and Diligent.

Immigration:

The successful proposer will have to attest to the following:

"By signing this contact, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama, Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

PLEASE NOTE – Specific services are requested by this Request for Proposal. The terms and conditions of those services are outlined in the attached Specifications for Insurance Broker and Risk Management Services.

I have read all the general terms and conditions of this request. I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the service and is in all respects fair and without collusion or fraud. I am authorized to make this offer and sign this request for the Proposer. I agree to abide by the conditions of this request.

______________________	______________________
Date	Company
______________________	______________________
Name (please type)	Authorized Signature
______________________	______________________
Title (please type)	Street Address
______________________	______________________
Telephone Number	City, State, Zip

SECTION TWO

Information Requested

Services provided by the broker under this proposal will encompass at least the following tasks:

Exceptions and/or additions must be specifically noted in the bid response on a separate page labeled "Exceptions/Additions to Services Provided", otherwise AU will assume compliance with all requirements as stated.

Scope of Services:

1. Conduct meetings as needed including, but not limited to, an annual stewardship meeting. The stewardship meeting will include an analysis of exposures, proposed strategies to address those exposures through insurance or other risk management methodologies, discussion of renewal terms and conditions, renewal timelines, and a review of loss information and cost allocation methodologies. The stewardship meeting will also address service issues and should be attended by regional and/or national practice leaders.

2. Prepare an annual report including a schedule of policies in force, coverage provisions, premiums, insurance claims experience for the prior policy year and recommendations for possible adjustments to insurance coverage for the next policy year. The report should provide a summary of broker support services rendered during the prior year, with recommendations for broker services recommended for the subsequent year.

3. Prepare an annual market analysis and forecast by insurance line. This summary will include information on trends, market availability, pricing, and long term market conditions.

4. Thoroughly review all existing coverage and make recommendations to the MCC regarding any changes in coverage based on such things as unintentional self-insurance, gaps in coverage, restrictive limits and cost of coverage.

5. Assist in providing value trends for property insurance.

6. Provide assistance in developing guidelines, procedures, and best practices to govern the Self Insured Programs.

7. Assist in the timely preparation of applications and appropriate marketing and underwriting information.

8. Analyze loss experience and recommend and assist in the evaluation of alternative risk financing arrangements that may be appropriate.

9. Coordinate and facilitate meetings with appropriate underwriters and others, and negotiate coverage pricing, terms and conditions on behalf of the Montgomery County Commission.

10. Identify and facilitate relationships with insurance markets and otherwise represent the MCC in the marketplace.

11. Facilitate negotiations with insurance carriers who submit the most favorable quotes to maximize The MCC's coverage and minimize cost. Broker shall maintain complete records of the quote solicitation process and shall provide copies of such records to the MCC upon request.

12. Respond to inquiries concerning coverage issues and claims. Assist the MCC in establishing best practices claim reporting procedures.

13. Issue proof of insurance as needed, and other day-to-day services responsibilities related to the placement of insurance.

14. In a timely matter, obtain and review all insurance policies for accuracy and proper form. Follow up with carriers for corrections.

15. Provide complete copies of all insurance policies and coverage summaries to the MCC.

16. Request, implement and monitor all required coverage changes and policy endorsements.

17. Keep the MCC abreast of market conditions and/or issues related to the maintenance of a sound insurance program including, but not limited to, monitoring the financial condition of all insurance companies currently or previously involved in the MCC's program.

18. Provide risk identification, risk control, claim advocacy and benchmarking assistance as required.

19. Assist the MCC in review of contract documents and provide analysis and recommendations with regard to contractual risk transfer, changes in authority, wording and forms.

20. Be available during regular business hours to answer phone calls and field questions with regard to insurance requirement for third party providers and general insurance coverage.

21. Assist the MCC throughout the year in coordinating and documenting insurance claims with the insurance company and adjusters.

22. Coordinate, attend and participate in carrier loss control surveys and underwriter visits.

23. Assist the MCC in any coverage disputes with the insurer.

24. Provide any needed liability risk related safety/loss control services required during the contract period and/or coordinate such services through the insurer.

25. Make educational presentations to the MCC staff, if needed, on requested topics.

26. The successful broker will assume servicing for select policies located in Appendix B. It is understood that specific lines of coverage that may be added or transferred may result in negotiation of additional fees.

Qualifications:

The proposal response must clearly demonstrate the required qualifications, expertise, competence and capability of the proposer. Please provide a concise description of your brokerage's ability to provide the services required in the scope of the document. Additionally, please include the answers to the following questions (address each by number):

1. Provide information regarding the history and organization of your firm as well as how long the brokerage has been providing insurance brokerage services. Include your main businesses, number of employees and number of offices and locations. If this data is already included in your Executive Summary, please indicate and refer reader to that section.

2. Confirm that you are a licensed broker in the State of Alabama and provide documentation. Confirm that you serve as a broker, independently, and are not affiliated with any insurance company.

3. Describe your contractual relationships, if any, with organizations or entities necessary to your proposal's implementation (i.e. insurance companies, TPA firms, actuarial services, data information services, etc.).

4. Describe your firm's capabilities regarding loss forecasting and reserve analysis.

5. How many public entities does your firm service?

6. Each proposal shall include the legal name of the Proposer and a statement that the proposer is a sole proprietor, a partnership, a corporation, or some other legal entity. Recent or planned acquisitions, mergers, sales and/or restructuring of you company should acknowledged. A legally authorized person shall sign the original copy of the proposal.

7. Provide a proposed organization chart indicating titles and names of key staff responsible for administering a successful program for the Montgomery County Commission. Briefly describe the role each individual will play and the percentage of time each will devote to the account.

8. A complete resume for each professional staff person, including but not limited to, account management, account support staff, sales, marketing, underwriting, claims and loss prevention services that will be assigned to provide service to this account, including general experience, information on training, designations and licenses.

9. Indicate the location of the office designated to service the MCC and describe the services and staff available at that office. If your firm intends to utilize other offices, please describe the services they would provide and the location of those offices. Indicate (if applicable) where any sub-consultants office is located.

10. Describe your Public Entity Practice Group's experience and scope of services administering insurance brokerage and risk management services for public entities. Broker must provide three references they currently serve in this capacity and grant the MCC authority to contact them directly. Please include entity names, address, contact name, telephone number and a

complete description of the insurance services and dates provided. It is the broker's responsibility to provide valid reference information.

11. Describe your organization's capabilities and experience assisting their clients with self-insured General Liability and Automobile Liability retention programs. Broker must provide three references (preferably public governmental entities) they currently serve in this capacity and grant the MCC authority to contact them directly. Please include entity names, address, contact name, telephone number and a complete description of the insurance services and dates provided. It is the broker's responsibility to provide valid reference information.

12. Describe your organization's capabilities and experience in administering cyber liability insurance, including providing loss control and risk management services. Broker must provide three references (preferably public governmental entities) they currently serve in this capacity and grant the MCC authority to contact them directly. Please include entity names, address, contact name, telephone number and a complete description of the insurance services and dates provided. It is the broker's responsibility to provide valid reference information.

13. Describe your organization's experience providing risk management consultation for routine risks faced by public entities, such as; such as Sheriff's Departments, law enforcement liability, detention facilities, governmental requirements, pandemic preparedness, etc. Broker must provide three references (preferably public governmental entities) they currently serve in this capacity and grant the MCC authority to contact them directly. Please include entity names, address, contact name, telephone number and a complete description of the insurance services and dates provided. It is the broker's responsibility to provide valid reference information. Brokers are encouraged to provide examples of their work product.

14. Include a description of the ancillary services available from your organization including claim management services, property valuation, loss control services, actuary services, etc.

15. Provide a copy of your firm's most recent financial statement. If it is unavailable, submit information indicating the financial status of your organization. Copies of newsletters or other informational publications may be included.

16. Provide a description of your ability to monitor regulatory and legislative developments at the state and federal level.

17. If the proposer's entity has ever been involved in a lawsuit or have knowledge of any circumstances that might give rise to a claim or lawsuit, involving the scope of the services requested by this RFP, please provide details including dates and outcomes.

18. Include with your proposal any service agreement or contract that the MCC must sign if you are awarded the business.

<u>Service Approach:</u>

The MCC expects its broker to assist the MCC in the design of its risk financing program and have access to insurers that are most appropriate for the MCC. Indicate how you would approach this account and present your ideas for enhancing the current program by responding to the following.

1. What approach would your brokerage take to ensure a timely renewal process? Describe any unique advantages that would enhance this process. Include information regarding process timeframes, negotiation of rates and vendor selection.

2. Briefly describe the level of service and support that will be provided by your firm to our company on a day- to-day basis.

3. How would your brokerage assist the MCC in developing coverage and design specifications? Explain your process for providing plan recommendations to your clients.

4. How do you determine when it is appropriate to involve the insured in negotiations with underwriters? What role would you like the MCC to play in this process?

5. Based on the information provided what recommendations would you make to improve our existing insurance program? What are underwriters' greatest concerns with regard to insuring public entities?

6. How would you approach obtaining coverage and communicating with the underwriter?

7. Describe how markets are generally accessed in your brokerage, to what extent industry specialties exist within your brokerage, and how industry specialties (if any) work in practice.

8. Provide information on your firm's approach to monitoring the financial and managerial strength of the Montgomery County Commission's existing and potential carriers. What would be your plans to inform the MCC of the solvency/stability of the insurers on the account?

9. What are your administrative systems for providing certificates of insurance?

10. Describe any loss prevention, loss control and other technical services that would be available for this program.

11. How does your brokerage track new or evolving issues concerning insurance forms or legal decisions which may affect your clients?

12. Please provide examples of recent solutions you have provided to public sector clients with regards to insurance program structure, premium reductions, and/or a risk management solution.

13. Is your brokerage or its employees' members of any client specific trade organization and/or do you participate in any seminars that directly relate to public entity risk management? If, yes, please describe.

14. Provide information if your brokerage has the ability to provide any proprietary/exclusive public entity products and/or services. If so, please provide details of each.

15. Does your brokerage have access and the ability to provide public entity specific data & analytics to the MCC? If so, please provide examples and how these data/analytics could potentially

benefit the insurance/risk management program at the MCC in regard to its insurance/risk management program.

16. Please include information about your Brokerage's view and activities as it relates to diversity & inclusion. What does your brokerage do to promote and support these efforts?

17. Please include information about your brokerage in relation to ethical standards, company values and provide supporting documents if available.

Specialized Experience:

1. What other resources does your firm have that might benefit Public Sector clients?
2. Describe any other benefits and services that uniquely distinguish the capabilities of your firm.

SECTION THREE

General Information about the Montgomery County Commission

Departments/Services:

Appraisal
Board of Registrars/Voter Registration
County Administration
Courts
Detention Center
District Attorney's Office
Elections Center
Engineering
Finance
Parks & Recreation
Personnel
Probate
Public Affairs/ Media Relations
Purchasing
Revenue Commission's Office
Risk Management
Sales Tax & Audit
Sheriff's Office
Support Services
Youth Detention Facility

Montgomery County Commission at a Glance:

Miscellaneous Information		
Employees		800
Total Number of Vehicles		
	Trucks	126
	SUVs	132
	Cars	52
	Buses	2
	Motorcycles	6
Total Insured Values (Real Property)		$236,088,861

APPENDIX A

Self-Insured Programs

General Liability Self-Insured Program

Automobile Liability Self-Insured Program

Appendix B

Lines of Coverage included in this Insurance Brokerage and Risk Management Service RFP

Coverage Type	*Deductible SIR / Limit FY17-YTD*	*#/$ Losses & Reserves Above Retention FY17*	*#/$ Losses & Reserves Above Retention FY18*	*#/$ Losses & Reserves Above Retention FY19*	*#/$ Losses & Reserves Above Retention FY20*	*#/$ Losses & Reserves Above Retention FY21(ytd)*
Property	**$25,000* with exceptions listed in policy/ $200M per occ subject to sub limits**	**1 Theft $22,455**	**0**	**0**	**0**	**0**
Excess Liability (GL, AL, D&O, etc.)	**$750,000/ $5M**	**0**	**0**	**0**	**0**	**0**
Crime	**$1,000/ $250,000**	**0**	**0**	**0**	**0**	**0**
Crime- Sheriff Permits	**$250/ $25,000**	**0**	**0**	**0**	**0**	**0**
Cyber Liability**	**$25,000/ $1M**	**0**	**0**	**0**	**0**	**0**
Pub Off Bonds – Mult.		**0**	**0**	**0**	**0**	**0**
1 Judicial Tail		**0**	**0**	**0**	**0**	**0**
Notaries – Mult.		**0**	**0**	**0**	**0**	**0**

*** First year at this deductible. Previously $10,000**
****First purchased for FY20**