

# **REQUEST FOR PROPOSALS**

## **INSURANCE BROKER SERVICES**

**October 2, 2023**

**Greenville Utilities Commission**

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



**Greenville  
Utilities**

**RFP Due Date 10/26/2023**

**REQUEST FOR PROPOSALS**  
**Insurance Broker Services**

October 2, 2023

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 Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 4:00 PM (EDST) on **October 26, 2023 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, Lifetime CLGPO, Procurement Manager, at 252-551-1533 or [haddocgc@guc.com](mailto:haddocgc@guc.com). During regular office hours, which are 8:30 AM – 5:00 PM, Monday through Friday.

One (1) electronic copy of the Proposal 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 and one (1) copy of the 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, Lifetime CLGPO, Procurement Manager  
[Name of Company Submitting Proposal]  
Insurance Broker Services

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

Sincerely,

Kevin M. Keyzer  
**Operations Support Manager**

### **Checklist for submitting a Proposal:**

**Step 1-Read the document fully.**

**Step 2-**If you plan on submitting a Proposal then email **Form 1 in Section 6** Cleve Haddock, Procurement Manager.

**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 Electronic Copy
- 1 Copy marked "Original"
- 1 Copy 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 2, Addenda Receipt Confirmation**
- 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](http://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.**

**TABLE OF CONTENTS**

**1. INTRODUCTION..... 1**

    1.1. OBJECTIVE..... 1

    1.2. DEFINITIONS..... 1

    1.3. ACCURACY OF RFP AND RELATED DOCUMENTS..... 3

    1.4. GUC’S RIGHTS AND OPTIONS..... 3

    1.5. EXPENSE OF SUBMITTAL PREPARATION..... 3

    1.6. PROPOSAL CONDITIONS..... 4

**2. PROCUREMENT PROCESS..... 7**

    2.1. SCHEDULE AND PROCESS..... 7

    2.2. INTENT TO PROPOSE..... 7

    2.3. INTERPRETATIONS AND ADDENDA..... 7

    2.4. SUBMISSION OF PROPOSALS..... 8

    2.5. CORRECTION OF ERRORS..... 8

    2.6. EVALUATION..... 8

    2.7. CONTRACT AWARD BY COUNCIL..... 9

    2.8. VENDOR INCLUSION..... 9

**3. SCOPE OF INSURANCE BROKER SERVICES..... 10**

    3.1. GENERAL SCOPE..... 10

    3.2. SERVICE CATEGORIES..... 10

    3.3. SERVICES AND RESPONSIBILITIES..... 10

    3.4. REPORTING REQUIREMENTS..... 11

    3.5. SECURITY REQUIREMENTS..... 11

**4. PROPOSAL CONTENT AND FORMAT..... 13**

**5. PROPOSAL EVALUATION CRITERIA..... 15**

**REQUIRED FORM 1 - ACKNOWLEDGEMENT..... 16**

**REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION..... 16**

**REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM..... 18**

**REQUIRED FORM 4 - PRICING WORKSHEET..... 20**

**REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE..... 21**

**REQUIRED FORM 7 – REFERENCES..... 23**

**REQUIRED FORM 8 – ADDITIONAL COMPANY QUESTIONS..... 24**

**EXHIBIT A – SAMPLE GUC CONTRACT..... 25**

**APPENDIX A -..... 25**

**APPENDIX B -..... ERROR! BOOKMARK NOT DEFINED.**

**APPENDIX C -..... ERROR! BOOKMARK NOT DEFINED.**

# Section 1

## Introduction and General Information

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### 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 a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.

*COI:* Refers to certificates of insurance.

*GUC:* Refers to GUC of Greenville, North Carolina.

*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.

# Section 1

## 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 Risk Management section 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.

# Section 1

## **Introduction and General Information**

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### **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.

# Section 1

## Introduction and General Information

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### 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 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 and GUC officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by GUC to assist in the evaluation process.

Furthermore, each 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.

#### 1.6.3. Amendments to RFP.



# Section 1

## Introduction and General Information

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If GUC amends this RFP, addenda will be posted to the GUC website at [www.guc.com](http://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 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

# Section 1

## **Introduction and General Information**

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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

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#### 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
October 2, 2023	<i>Issuance of RFP.</i> GUC issues this RFP.
October 11, 2023	<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.
October 18, 2023	<i>Submission of Written Questions.</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 October 18, 2023.
October 26, 2023	Sealed proposals will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until <u>4:00 PM (EDST) on October 26, 2023</u>
October 30 – November 3, 2023	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
November 7, 2023	<i>Contract Award by GUC</i>
January 1, 2024	<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 **October 11, 2023** 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 the e-mail address listed below, Attention: Cleve Haddock, Lifetime CLGPO, Procurement Manager. GUC strongly encourages Companies to submit this form, but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

##### 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. Otherwise, Companies must request such interpretations or clarifications in writing from GUC. Address requests for information or clarification of this RFP to Cleve Haddock at the e-mail address listed below. When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed.

## Section 2

# Procurement Process

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When responding to Company questions or issuing addenda to the RFP, GUC will post the answer or information at [www.guc.com](http://www.guc.com). Companies are required to acknowledge their receipt of all addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

Cleve Haddock, Lifetime CLGPO  
Procurement Manager  
Greenville Utilities Commission  
*401 South Greene Street*  
Greenville, NC 27834  
E-mail: [haddockc@guc.com](mailto: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. **Submission of Proposals.**

Proposals must be in the format specified in Section 4 of this RFP. One electronic copy on a 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 one (1) copy shall be submitted to the address listed in Section 2.3 above by **October 26, 2023 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. **Late Proposals will not be considered.**

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 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.

### 2.5. **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.

### 2.6. **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.

## Section 2

### Procurement Process

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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.

#### **2.7. 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.

#### **2.8. Vendor Inclusion.**

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

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.

[Doing Business with Us | Greenville Utilities Commission \(guc.com\)](http://guc.com)

**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 on an annual fixed fee basis (no commissions to be received from carriers). 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, Insurance Reference Manual publishing, 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 and represent the public utility and public enterprise community. 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

## Section 3

### Scope of Services

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

- Current program versus renewal options including all terms, conditions, premium rates, market quotes and/or those carriers denying to quote and the reasons; and
- Underwriter(s) ratings and 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 for the future including, but not limited to, regional transit plans, regional commuter rail, light rail, intermodal and bus transportation systems.

#### 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 virtual or 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 annual report within ninety (90) days of the end of the fiscal year for GUC, July 1st through June 30th, which shall include, but not be limited to:

- A schedule of policies in force; an Insurance Reference Manual (IRM), 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,

## **Section 3**

### **Scope of Services**

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but are not limited to:

- Easily trainable to and used by a minimum of 10 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) 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

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#### 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 "Addenda Receipt Confirmation" set forth in Section 6, Form 2;
- d. The "Proposal Submission" set forth in Section 6, Form 3;
- e. The "Fixed Fee Pricing Worksheet" set forth in Section 6, Form 4;
- f. The "Background and Experience" form set forth in Section 6, Form 6;
- g. The "References" set forth in Section 6, Form 7;
- h. The "Additional Company Questions" set forth in Section 6, Form 8; and
- i. Exceptions to the Remainder of the RFP, including the Sample Contract in Exhibit A.

Proposals must also include an electronic copy including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

Proposals must not exceed 20 front and back pages.

**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 project and GUC's goals as stated in this RFP, provide a creative solution to meet such goals. **For each component of the Project described in Section 3, state whether 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.

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

###### 4.1.4. Exceptions to the RFP.

## **Section 4**

### **Proposal Content and Format**

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Exceptions must be submitted in accordance with Section 1.6.13 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**

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#### **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 1.6.13 and 4.1.5 of this RFP.

**Section 6**  
**Required Forms**

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**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 **October 11, 2023**. 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, Lifetime CLGPO  
Procurement Manager  
Email: haddocgc.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 on submitting a Proposal**

\_\_\_\_\_ **We do not plan on submitting a Proposal**

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

\_\_\_\_\_

**Section 6**  
**Required Forms**

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**REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION**

**Insurance Broker Services**

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

**ADDENDUM #:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE ADDENDUM  
DOWNLOADED FROM GUC Web:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

**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

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 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.

## Section 6 Required Forms

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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):** \_\_\_\_\_

**Section 6**  
**Required Forms**

**REQUIRED FORM 4 - PRICING WORKSHEET**

**Insurance Broker Services (Fixed Fee)**

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. Broker compensation is based on fees paid by GUC and the placement of coverages with carriers shall not generate a commission payable to the broker. 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
<b>Company Identification</b>	
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.	
<b>Corporate Notes</b>	
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.	
<b>Additional Narrative Response</b>	
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**

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<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.

<b>Reference 1</b>	
Company Name	
Contact Name	
Phone Number	
<b>Reference 2</b>	
Company Name	
Contact Name	
Phone Number	
<b>Reference 3</b>	
Company Name	
Contact Name	
Phone Number	
<b>Reference 4</b>	
Company Name	
Contact Name	
Phone Number	
<b>Reference 5</b>	
Company Name	
Contact Name	
Phone Number	

## Section 6 Required Forms

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### 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 exempt from Federal Excise Tax. GUC is not exempt from North Carolina state sales and use tax or, if applicable, Pitt County sales and use tax. Such taxes shall be shown 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:

## **Exhibit A – Sample Contract**

**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 Procurement 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 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



## **Exhibit A – Sample Contract**

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 Procurement Manager, 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 GUC Procurement Manager. 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 GUC Procurement Manager.**

### **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 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

## **Exhibit A – Sample Contract**

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, 701 Utility Way, 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 UNIFORM GUIDANCE**

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

**37.0 NOTICES**

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

Cleve Haddock, Lifetime CLGPO  
Procurement Manager  
Greenville Utilities Commission  
401 S. Greene Street  
Greenville, NC 27834-1847

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: Corporate Secretary

Date: \_\_\_\_\_  
(OFFICIAL SEAL)

Date: \_\_\_\_\_  
(CORP. SEAL)

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, within the public enterprise/public utility sector, in insurance brokerage and consulting services relative to these areas:

1. Primary and Excess Insurance Placement for:
  - a. Boiler and Machinery;
  - b. Commercial Auto Liability;
  - c. Directors and Officers;
  - d. Employment Practices Liability;
  - e. Fidelity and Crime Bonding;
  - f. General Liability;
  - g. Pollution Liability;
  - h. Crime;
  - i. Cyber Liability;
  - j. Inland Marine;
  - k. Property;
  - l. Property and Casualty inclusive of premises and operations; 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. Power transmission and distribution;
  - b. Community solar and customer net-metering/billing;
  - c. Gas distribution and storage;
  - d. Water treatment and distribution;
  - e. Wastewater collection and treatment;
  - f. Cybersecurity;
  - g. Emergency Services and Preparedness;
  - h. General Public Risk Management;
  - i. Policy Evaluation and Management; and
8. Insurance Reference Manual publication
9. 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**

<b>COVERAGE</b>	<b>CARRIER</b>
General Liability/EBL/EPL	Argonaut
Public Officials and Management Liability	Argonaut
Auto Liability and Physical Damage	Argonaut
Excess Liability	Argonaut
Employment Practices Liability	Zurich
Property	CNA
Inland Marine	CNA
Crime	Travelers
Boiler and Machinery	Travelers
Excess Workers' Compensation	Midwest
Occupational Accident Buffer Layer	Fortegra
Pollution	AXA XL
Network Security Liability	AXA XL
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 twenty-five (25) 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 twenty-five (25) 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](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

## Appendix B

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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

**P&C INSURANCE SERVICES RFQ**

**FAQ**

1. Who is the current broker and what is their fee?
  - A. The question is not relevant to the RFP submittal.
  
2. Who is the current Claims Administrator for the self-insured workers compensation. Should the claims administration be included in the bid?
  - A. Greenville Utilities Commission has a separate agreement with its Workers Compensation TPA. Liability policies are written on a deductible basis. The successful broker will be assisting Greenville Utilities in requesting proposals for this service.
  
3. Provide a copy of the prior year's insurance proposal presented by the incumbent broker outlining the current coverage, retention and premiums. This will reflect the program design and help us create the most competitive pricing?
  - A. We are not requesting insurance plan pricing as a part of this RFP, only broker qualifications and a set fee for broker services.
  
4. Provide the property, auto and equipment schedules for our risk management evaluation?
  - A. Greenville Utilities Commission insured \$330,266,594 in property, 363 power units including trailers with an insured value estimated at \$17,500,000, and \$8,297,242 in equipment. Estimated payroll for 2023/2024 is \$37,115,966.
  
5. Provide the updated loss runs for the last five or more years for our risk management analysis to determine the services (and costs) to be provided?
  - A. A risk management analysis for claims made is not being requested in this proposal.
  
6. How many vendors will require certificates of insurance?
  - A. We are currently managing approximately 100 vendor COIs.
  
7. Estimated number of certificates of insurance needed annually?
  - A. Our business partners request a Greenville Utilities COI approximately 20 times within a year.
  
8. On a percentage basis, how will proposal be evaluated?
  - a. Qualifications and Experience (50%)
  - b. Project Approach and Proposed Solution (10%)
  - c. Cost Effectiveness and Value (20%)
  - d. MWSBE inclusion efforts (10%)
  - e. Acceptance of the Terms of the Contract (10%)

10. Claims & Loss Support and Risk Control – can you give an approximation of the extent of utilization for each over each of the last 3 years?

A. Minimal Risk Control services have been utilized in the past 3 years. Our utilization of Claims and Loss Support services is increasing. We will require ongoing Claims and Loss Support into the future.

11. Where can RFP addendums, changes and Q&A be found?

A. All changes to this RFP will be posted in the same section as the RFP advertisement found under the Doing Business With Us>Current Bids page at [www.guc.com](http://www.guc.com).

12. Are E-Verify Compliance Form, Iran Divestment Act Cert, Good Faith Cert. forms required to be submitted in the response?

A. Completed forms are preferred with the submitted proposal.

13. Presently, do you purchase a combined Property/Boiler & Machinery policy or are these 2 separate policy's?

A. Property and Boiler/Machinery are insured through two separate policies.

14. Are there any RFP changes scheduled to be published at this time?

A. Not at this time.

15. Are flash drives okay to use to submit the electronic copy of the proposal?

A. Yes, flash drives will be accepted.

16. What amount of risk control services from the broker is expected?

A. Very little risk control services are expected from the broker.

17. What amount of claims administration service from the broker is expected?

A. Moderate claims administration services will be expected from the broker.

18. Does the Occupational Health Nurse oversee the return to work process?

A. The Occupational Health Nurse records and logs injuries, submits the first report of injury, and engages injured employees in our recovery on-the-job process where appropriate.

19. Does GUC currently contract drone services?

A. Yes, GUC contracts drone services, plans to continue this practice, and will likely purchase and operate drones in the future.

20. Do GUC construction contractors normally carry builder's risk coverage?

A. Yes, GUC normally requires its contractors to carry builder's risk coverage.

21. Is GUC expecting changes in risk and related coverages over the next 5 years?

A. GUC does anticipate changes to its risk profile over the next 5 years but not outside that which is normal for the industry.

22. Will follow-up interviews be conducted for Companies submitting proposals?

A. Follow-up interviews may be conducted but are not required.

14. One indicator to determine a service fee is based on Premium expenditure. What are the premium figures for the policies included in this RFP?

A. Greenville Utilities Commission has budgeted \$868,565 for premiums for the 2017 fiscal year.

15. Another indicator of work load for fee related calculations is Total Insured Value/# of insured locations. Please provide a list of insured locations with values (Can be that utilized for the last renewal).

A. See question 4 above. Approximately 224 structures are included in our statement of values.

16. What annual fee are you paying the present broker and does this include the Certificate Management system?

A. The question is not relevant to the RFP submittal.

17. Does your present Broker Services Contract Include this now?

A. COI management is included in current broker services.

18. What service provider (name of System) do you utilize now?

A. The current COI system is proprietary.

19. Are you satisfied with the present system? If there are areas that you desire to improve, please list.

A. We are satisfied with the current system.