

February 25, 2010

**RE: RFP #P10-14-5 REQUEST FOR PROPOSAL FOR INSURANCE AGENT/BROKER SERVICES FOR CHATHAM COUNTY, GEORGIA**

Dear Sir or Madam:

Chatham County, Georgia is seeking a qualified insurance broker to present coverage requests to insurance carriers for quotations on various portions of the County's commercial insurance program.

The intent behind this selection process is to select the firm/individual who best understands the County's needs (when required), licensed to conduct business in the State of Georgia, and has a minimum of five (5) years experience with governmental insurance programs.

The attached document outlines the functional requirements as well as complete instructions for submitting a proposal. Proposals will initially be evaluated and scored by a committee based on a review of the written proposals. Further evaluation will include an oral interview with prospective service providers who are selected as finalists. Fee proposals will also be separately requested from finalist providers. The contract will be awarded by the Chatham County Board of Commissioners to the provider which is evaluated as best able to provide the required services, fees and other relevant factors considered.

A pre-proposal conference has been scheduled for 10:00 A.M., MARCH 11, 2010, Purchasing and Contracting Division, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406, to discuss specifications and resolve any questions and/or misunderstandings that may arise. Firm's are encouraged to attend.

Proposals are due NO LATER THAN 2:00 P.M, MARCH 25, 2010. Responses must be either mailed or delivered to the Chatham County Office of Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406.

The Officials and Staff of Chatham County appreciate your considering this Request for Proposals and look forward to receiving your response.

Sincerely,

William R. Parson, CPPO, Purchasing Agent

INVITATION FOR REQUEST  
FOR PROPOSAL

RFP NO.: P10-14-5

INSURANCE AGENT/BROKER SERVICES

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FOR CHATHAM COUNTY, GEORGIA

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PRE-PROPOSAL CONFERENCE: 10:00 A.M., MARCH 11, 2010

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PROPOSAL RECEIPT BY: 2:00 P.M. MARCH 25, 2010

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THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

PETE LIAKAKIS, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER PATRICK O. SHAY

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER HARRIS ODELL, JR.

COMMISSIONER DAVID M. GELLATLY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PRISCILLA D.  
THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

**CHATHAM COUNTY, GEORGIA**

**DOCUMENT CHECK LIST**

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her Proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE PROPOSAL.

X  GENERAL INFORMATION

X  PROPOSAL

PROPOSAL SCHEDULE

X  LEGAL NOTICE

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

**BY:** \_\_\_\_\_  
**SIGNATURE:**

\_\_\_\_\_  
**DATE:**

\_\_\_\_\_  
**TITLE:**

\_\_\_\_\_  
**COMPANY:**

Chatham County has established goals to increase participation of minority and female owned businesses. In order to accurately document participation, businesses submitting bids or proposals are strongly encouraged to report ownership status. A minority or woman owned business is defined as a business with 51% or greater minority of female ownership. Please check ownership status as applicable:

African-American \_\_\_\_\_ Asian American \_\_\_\_\_ Hispanic \_\_\_\_\_

Native American or Alaskan Indian \_\_\_\_\_ Female \_\_\_\_\_

In the award of "Competitive Sealed Proposals", minority/female participation may be one of several evaluation criteria used in the award process when specified as such in the Request for Proposal.

CHATHAM COUNTY, GEORGIA  
OFFICE OF THE PURCHASING AND CONTRACTING  
POST OFFICE BOX 15180  
SAVANNAH, GEORGIA 31412  
(912) 790-1619

DATE: February 25, 2010

RFP NO. P10-14-5

**GENERAL INFORMATION FOR REQUEST FOR PROPOSALS**

This is an invitation to submit a proposal to supply Chatham County with the professional services as indicated herein. Sealed proposals will be received at the Office of the Purchasing and Contracting, **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA, 31406** up to **2:00 P.M., MARCH 25, 2010**. The Purchasing Agent reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink. If you do not submit a proposal, return the signed invitation sheet and state the reason; otherwise, your name may be removed from our bidders list.

***A PRE-PROPOSAL CONFERENCE*** has been scheduled for **10:00 A.M., MARCH 11, 2010**, and will be conducted in the Conference Room located at **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA, 31406**, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. This conference is not mandatory, however, firms are encouraged to attend.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document approved changes. Generally when addenda are required, the bid opening date may be changed.

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The County expects its contractors to make maximum feasible use of minority businesses and qualified minority employees. The terms "disadvantaged business", "minority business enterprise", and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance and Procedures Manual, Article VII - Disadvantaged Business Enterprises Program.

**SECTION I  
INSTRUCTIONS TO PROPOSERS**

- 1.1 PURPOSE:** The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Chatham County with services as described herein. All proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.
- 1.2 HOW TO PREPARE PROPOSALS:** All proposals shall be typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.**

Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

- 1.3 HOW TO SUBMIT PROPOSALS:** All proposals shall be:
- A. Submitted in sealed opaque envelopes, plainly marked with the proposal number and title, date and time for submission, and company name.
  - B. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.
    - Mailing Address: Purchasing Agent, Post Office Box 15180, Savannah, Georgia 31406.
    - Hand Delivery: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406

**Chatham County will not accept telegraphic or electronically transmitted bids/proposals.**

**PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.**

- 1.4 HOW TO SUBMIT AN OBJECTION:** Objections from Offerors to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:
- A. When a pre-proposal conference is not scheduled, the Proposer shall object in writing not less than five (5) days prior to the Date for submission.
  - B. The objections contemplated must pertain both to form and substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.

- 1.5 **FAILURE TO OFFER:** If a Proposal is not submitted, the business should return this Request for Proposal, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 **ERRORS IN PROPOSALS:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.
- 1.7 **STANDARDS FOR ACCEPTANCE OF PROPOSERS FOR CONTRACT AWARD:** The County reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.
- 1.8 **PROPOSER:** Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.9 **COMPLIANCE WITH LAWS:** The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.
- 1.10 **CONTRACTOR:** Contractor or subcontractor means any person, firm, or business having a contract with Chatham County. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.11 **LOCAL PREFERENCE:** The contractor agrees to follow the local preference guidelines as specified in the contract documents, which state "The CONTRACTOR hereby agrees, as part of the consideration to Chatham County for making this Contract, that the CONTRACTOR in the carrying out of this contract will give the citizens of Chatham County preference for employment to perform all labor required by this contract; that the rate of wages to be paid shall not be less than legally required; and that in the purchase of materials to be used in the Work of the Project, preference shall be given to sources from within Chatham County to the maximum extent possible. The CONTRACTOR will cause the forgoing provisions to be inserted in all subcontracts so that provisions will be binding upon each subcontractor."
- 1.12 **MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM:** The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and female owned businesses through MBE/FBE certification and development. In order to accurately document participation, businesses submitting bids, quotes, or proposals are encouraged to report ownership status. A minority or female

business is defined as a business with 51% or greater minority or female ownership or general management. A bidder or vendor that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid or proposal as proof of qualifications.

Bidders that intend to engage in joint ventures or utilize sub-consultants must submit to the County Procurement Specialist, a report of Minority/female Business Enterprise participation. If available and utilized, the goals for this contract is 7% Minority and 5% Female participation. The required information and format can be obtained by person, mail or fax from the Purchasing and Contracting Office.

## **SECTION II GENERAL CONDITIONS**

- 2.1 SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.2 MULTIPLE PROPOSALS:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.3 OFFERS TO BE FIRM:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of sixty (60) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a sixty day period.
- 2.4 COMPLETENESS:** All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- 2.5 LIABILITY PROVISIONS:** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.
- 2.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this Offer, the Proposer certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:
- A. Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;

- B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and;
- C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose of restricting competition.

**2.7 AWARD OF CONTRACT:** The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.

**2.8 PROCUREMENT PROTESTS:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.

**2.9 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services at its sole option.

**2.10 CONTRACT COST ADJUSTMENTS:** Prices quoted shall be firm for the initial contract term. Thereafter, any extensions which may be approved by the County shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the last yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor. Price increases that exceed five percent (5%) may be subject to rebidding.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the County at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the County does not wish to accept the adjusted costs and the matter can not be resolved to the satisfaction of the County, the Contract will be considered canceled on the scheduled expiration date.

**2.11 DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal, State of Georgia or any government entity, Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall** disclose any record of pending criminal violations (Indictment) and/or

convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the last five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will be considered.

\*\* All proposers are to read and complete the **Disclosure of Responsibility Statement** enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

Proposer acknowledged that in performing contract for the Board, proposer shall not utilize any firms that have been a party of any of the above actions. If proposer has engaged any firm to work on this contract or project that is later debarred, Proposer shall sever its relationship with that firm with respect to Board contract.

**2.12 QUALIFICATION OF BUSINESS (RESPONSIBLE PROPOSER):** A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform, the service requested.

Chatham County has the right to disqualify the proposal of any Proposer as being unresponsive or irresponsible whenever such Proposer cannot document the ability to deliver the requested service.

**2.13 COUNTY BUSINESS LICENSE REQUIREMENT:** A current Chatham County or municipal business license (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Business License prior to submitting a proposal. However, a license must be obtained by the successful vendor prior to award of contract.

Please contact the Chatham County Department of Building Safety and Regulatory Services at (912) 201-4300 for additional information.

**2.14 INSURANCE PROVISIONS:** The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims and injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's fee proposal.

Chatham County evaluates each claim on a case-by-case basis and invokes all immunities and defenses permitted under law. With the exception of automobile liability, Chatham County is **not** to be included as a named insured on Contractor's policies, However, effective **January 1, 2005**, it is requested that Chatham County be included as an additional insured under the selected Contractor's automobile liability policy.

A certificate of insurance regarding this Request for Proposal shall include the following:

- A. *Worker's Compensation:* Statutory, with a minimum Employer's Liability limit of \$500,000.

- B. *Commercial General Liability*: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- C. *Business Automobile*: \$1,000,000 Combined Single limit written on an “Any Auto” basis.
- D. *Professional Liability*: \$1,000,000 per claim/occurrence. If “claims made”, retroactive date must precede or coincide with the contract effective date. “Tail” coverage shall be purchased for a minimum period of 2 years after the contract termination date. ***If Professional Liability insurance does not meet or exceed the required limit,***

***excess or “umbrella” can be used to satisfy coverage requirement. Excess or “umbrella” must be “Following Form”.***

***A combination of underlying limits and excess or umbrella may be used to satisfy coverage requirements.***

**2.15 INDEMNIFICATION:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them.

The CONTRACTOR'S obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

**2.16 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.

**2.17 SIGNED RESPONSE CONSIDERED AN OFFER:** The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his

designee. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

- 2.18 NOTICE TO PROCEED:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.19 PAYMENT TO CONTRACTORS:** Instructions for invoicing the County for service delivered to the County are specified in the contract document.
- A. Questions regarding payment may be directed to the Contract Administrator/Project Manager, Mr. Chuck Voelker, Risk Manager, Chatham County Finance Department, Director, at (912) 652-7903.
  - B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
  - C. Upon completion of the work, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
  - D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.
- 2.20 VENDOR DEFAULT:** Chatham County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default due to a failure to perform or because a request for price increase, Chatham County reserves the right to remove the vendor from the County's bid/proposal listing for twenty-four months.
- 2.21 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:** It is the responsibility of the prospective proposer to review the entire request for proposal (RFP) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Purchasing Division not less than seventy-two (72) hours prior to the time set for proposal opening. These requirements apply to specifications that are ambiguous.
- 2.22 VENDOR PERFORMANCE EVALUATION:** On April 11, 2008, the Board of County Commissioners approved a change to the County Purchasing Ordinance requiring Vendor Performance Evaluations, as a minimum, annually, prior to the contract anniversary date.

Should vendor performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Vendor Complaint Form or a Performance Evaluation to the Purchasing Agent.

**2.23 IMMIGRATION COMPLIANCE ACT:** On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or performing work must sign and affidavit that he/she has used the E-verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>. To find the E-Verify information.

Protection of Resident Workers. Chatham County Board of Commissioners actively support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufacture by any worker who is not legally eligible to perform such services or employment.

The undersigned proposer certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this Request for Proposals package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Proposer, have read the instructions to Proposer and agree to be bound by the provisions of the same.

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

BY: \_\_\_\_\_

SIGNATURE

\_\_\_\_\_

TITLE

\_\_\_\_\_

COMPANY

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

PHONE NO.

**SECTION III  
REQUEST FOR PROPOSAL  
CHATHAM COUNTY, GOVERNMENT**

- 3.1 DESCRIPTION AND OBJECTIVES** Chatham County is seeking a qualified insurance agent/broker to present specifications and/or coverage requests to insurance carriers for quotations on various portions of the County's commercial insurance program.
- 3.2 METHODOLOGY:** The procurement described herein is being conducted on a two-step process.
- STEP ONE:** All technical requirements, unless otherwise specified, must be met by the proponent or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without consideration. Proponents whose proposals are not accepted will be promptly notified that they are no longer being considered and why. A shortlist of qualified firms will be developed and ranked.
- STEP TWO:** Sealed fee proposals from those firms that have been "short-listed", will be evaluated and ranked accordingly. ***FEE PROPOSAL WILL BE SUBMITTED ON THE FORM PROVIDED, IN A SEPARATE #10 ENVELOPE, CLEARLY MARKED THE RFP TITLE AND NUMBER. ONLY THE ORIGINAL (ONE) COPY OF THE FEE PROPOSAL IS REQUIRED. FEE PROPOSALS WILL ONLY BE CONSIDERED FROM THOSE FIRMS WHICH ARE "SHORT LISTED".***
- 3.3 PROPOSAL DEADLINE:** The response to the Request for Proposals must be received by the Chatham County Office of Purchasing and Contracting no later than **2:00 P.M. MARCH 25, 2010**. Any proposal received after the time stipulated will be rejected and returned to the proponent. The County may, for good and sufficient reason, extend the response deadline, in which case all potential proponents will receive an addendum setting forth the new date and time. Proposals must be responsive to the General Conditions (Information and Instructions), Special Conditions, Technical Specifications, and any attachments.
- 3.4 WITHDRAWAL OF PROPOSAL:** Your proposal may be withdrawn by written request received by the County before the time fixed for receipt of proposals. Withdrawal of your proposal will not prejudice the right of the proponent to submit a new proposal, providing the latter is received timely as provided herein.
- 3.5 CONFIDENTIALITY OF DOCUMENTS:** Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion. The particulars of the proposal documents will remain confidential until final award of the contract. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners.
- 3.6 FORMAT OF RESPONSES:** To be considered, proponents must submit a complete response to the Request for Proposals. The format provided in this Section is not negotiable. To assure a uniform review process and obtain the maximum degree of

comparability, each proposal shall include the following content and shall be presented in the following order:

- A. Executive Summary
- B. Business Profile.
- C. Experience and Capability.
- D. Project Understanding and Methodology.
- E. Other Relevant Facts/Information.

Each proposal must be submitted in one (1) original and five (5) copies bound to:

Kathleen Watson-Scott, CPPB, Procurement Specialist  
Chatham County Purchasing and Contracting  
1117 Eisenhower Drive, Suite C  
Savannah, Georgia 31406, (912) 790-1619

Technical questions relating to the proposal may be directed to the County in writing through the Purchasing Agent. Telephone inquiries may be directed to Mrs. Kathleen Watson-Scott, CPPB, Procurement Specialist (912) 790-1619.

- 3.7 COMPENSATION:** Fee proposals will be submitted in a separate envelope, clearly marked with the RFP number and title. ***DO NOT SUBMIT A FEE PROPOSAL UNTIL IT IS REQUESTED.*** The County has attempted in SECTION V to provide as much information about the project as possible to enable firms to structure the most cost effective offer.
- 3.8 REJECTING PROPOSALS:** The County reserves the right to reject any or all proposals and is not bound to accept any proposal if that proposal is contrary to the best interest of Chatham County. Similarly, the County is not bound to accept the lowest dollar proposal if the offer is not considered in the County's best interest.
- 3.9 COST TO PREPARE RESPONSES:** The County assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.
- 3.10 METHOD OF SOURCE SELECTION:** Chatham County is using the Competitive Sealed Proposals method of source selection, as authorized by Section V of the Chatham County Purchasing Ordinance and Article VI of the Purchasing Procedures Manual for this procurement.

An award, if made, will be made to the responsible offeror whose proposal is most advantageous to Chatham County, taking into consideration price and other factors set forth in this Request for Proposals (RFP). Purchasing and Contracting will not use any other factors or criteria in the evaluation of the proposals received. Chatham County may, as it deems necessary, conduct discussions with responsible offerors determined to be reasonable susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

**3.10 EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, the CONTRACTOR agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or martial status.

#### **SECTION IV SPECIAL CONDITIONS**

**4.1 PENDING LITIGATION:** Proposals will not be accepted from any company, firm, person, or party, parent subsidiary, against which Chatham County has an outstanding claim, or a financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further.

**4.2 EVALUATION FACTORS:** Factors such as proponents overall capability, specialized experience, reputation, past performance on similar projects, technical competence, financial stability, ability to meet program goals, delivery under the contract terms, and fee schedule will be considered in the award recommendation. Commitment in the level of MBE/FBE firms, consultants and employees will also be considered in the evaluation of proposals.

**4.3 SELECTION PROCESS:** *Proposals will be evaluated initially on the basis of the written document. Thus, the proposal must be complete, concise and clear as to the intent of the respondent.* Further evaluation may include an oral presentation which will be scheduled after receipt of the written proposal.

**4.4 TERM OF CONTRACT:** The term of the contract will be for one (1) year with automatic renewal options for four (4) additional one year terms.

**4.5 PROPOSALS MUST BE RESPONSIVE TO:**

4.5.1 ***EXECUTIVE SUMMARY:*** The Executive Summary of the Proposal shall be limited to three (3) single-spaced typewritten pages with the intent to summarize the contractor's ability to meet the requirements of this Request.

4.5.2 ***BUSINESS PROFILE:*** State the full name, address, and telephone number of your organization and include:

- A. The name, title, address, and telephone number of the person (s) who will be assigned to perform service under the proposal.
- B. Resumes/credentials of the person(s) who will perform the services required and state how long they have been with your firm. For each key staff person that will participate in the program, attach a resume. Highlight key and relevant experience. Credentials may be subject to verification.
- C. Adequate information to describe the scope of the offeror's pervious experience in providing Insurance Agent/Broker Services.

- D. List of current or former clients with requirements similar in scope and content to the proposed contract, a contact and current telephone number at each client location. Chatham County reserves the right to verify the information furnished.
- E. Adequate information to describe the nature of the offeror's experience in providing Insurance Agent/Broker Services.
- F. State if your firm has operated under a different name within the past 10 years and provide that name that your firm previously operated under.
- G. Provide complete details of any contract that your firm has been fired during the last 5 years.

4.5.3 **METHODOLOGY/IMPLEMENTATION PLAN:** Discuss the approach to rendering the required services. Any special techniques, strategies and capabilities should be discussed here. A detailed narrative statement to demonstrate the offerors' understanding of the Scope of Work described below. The statement shall include but not necessarily be limited to the offerors' proposed organizational structure and procedures to provide the required services, software and equipment to be used, expectations regarding the County's responsibilities and contributions under the contract, any limitations in delivering all the required services, any potential problem areas that might impede the successful implementation of the contract, and any other information not specifically required elsewhere in this RFP but considered pertinent by the offeror.

4.5.4 **FEE PROPOSAL:** Provide your fee on the fee proposal form provided as part of Step 2. All fees will be based on an annual fixed fee. Chatham County recognizes that flood insurance cannot be written net of commission. Proponent will consider flood insurance commissions received when preparing fee proposal. Fees provided must be all inclusive and cover any item which may normally be regarded as reimbursable. **ONLY ONE COPY OF FEE PROPOSAL IS REQUIRED.** All fee proposals shall be sealed in a "separate" #10 envelope, clearly marked with the RFP number and title. Fee Proposals will be considered from those firms that are "Short Listed".

- 4.6 All proposals must remain valid for a period of **not less than ninety (90) days** from due date of proposal.
- 4.7 All respondents must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.
- 4.8 The County shall have sole discretion in evaluating both the responses and qualifications of the respondents.
- 4.9 **CONTRACT:** The successful respondent will be expected to execute a contract within 30 days of notice to award. Upon award of the contract, the proponent shall be bound to deliver services on the terms and conditions of this document and any negotiations which

may occur. As well, the County shall be bound on the said terms and conditions to procure the services described and remit payment to the proponent when services are completed and accepted.

- 4.10 PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:** The proponent will perform the project as an independent contractor and not as an agent or employee of the County. Joint ventures and sub-consultant arrangements are not prohibited; however, the proponent shall secure written permission from Chatham County before subcontracting any part of this service. Such permission should be obtained during the proposal evaluation stage.

Proponents are encouraged to use Minority/Woman Business Enterprises and are reminded of reporting requirements when utilizing these arrangements.

- 4.11 LICENSES, PERMITS, TAXES:** The price or prices for the work shall include full compensation for all fees that the proponent is or may be required to pay.

- 4.12 CHANGES:** In the event a contract is awarded, the County may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the proponent's cost of performing any part of the contract, whether changed or not changed by any such notice, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made.

Any claim by the proponent for an equitable adjustment shall be supported by detailed cost and pricing data, which the County shall have the right to verify by audit of the proponent's records or, at the County's election, by other appropriate means. Any claim by the proponent for an equitable adjustment shall be made in writing and prior to proceeding with the additional services or capital investments. The County may accept and act upon claims made later if, in the County's sole discretion, circumstances justify so doing. Nothing in this clause shall excuse the proponent from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.

- 4.13 TERMINATION OF CONTRACT:** Each party to the contract shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The proponent shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a proponent shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the proponent at issue, terminate the agreement with said proponent for such default. If this agreement is so terminated, the proponent shall be paid only for work satisfactorily completed.

- 4.14 ASSIGNMENT:** The Contractor shall not assign or transfer any interest of the contract without prior written consent of the County.

## SECTION V TECHNICAL SPECIFICATIONS

- 5.1 BACKGROUND AND OBJECTIVES:** Chatham County was incorporated in 1777 and is governed by nine (9) Commissioners including one Chairman. The County encompasses 438 square miles and has a population of 242,000 citizens.

During 2005, the County entered into an agreement with the City of Savannah for police services – all police officers are employees of the City of Savannah. The County employs no firefighters. Chatham County Health Department is a department of the State of Georgia, however, the County insures Health Department's facilities. The County is also responsible for insuring the buildings and contents of Live Oak libraries located in Chatham County. Live Oak Public Library employees employed within Chatham County are covered under the County's self-funded Workers' Compensation Program.

The County currently has approximately 1,500 full, part-time and seasonal employees. Building and Contents insurance comprise the majority of the total commercial insurance budget, with the County retaining exposures related to Workers' Compensation (except Excess), general, auto and public official's liability.

The County is currently in the design phase of a 768-bed jail expansion. The project includes approximately 340,000 square feet of new construction and renovations. The project is estimated to cost between \$90 to \$110 million and the project construction period is three years.

- 5.2 EXISTING ENVIRONMENT:** The current contract with Wells Fargo/Wachovia will expire on February 4, 2010. It is the intent to award a contract to one qualified broker. However, the County reserves the right to award all or part of the services requested to one or more brokers if deemed to be in the best interest of the County.

Chatham County relies on the doctrines of public and official immunity as its primary claims defense. Each claim is evaluated on a case-by-case basis and the County asserts any and all defenses permitted by law.

The immunity defense does not apply to the use of licensed vehicles. The County retains the liability and physical damage exposure related to vehicles and adjusts these claims in-house. Adjudication responsibility is shared between the Risk Manager and the County Attorney.

Designated property (building, contents and computers) are subject to annual insurance appraisals. A summary of commercial insurance follows:

**Buildings and Personal Property: Renewal Date: December 1.** The property program consists of four (4) carriers:

- A. Travelers – TIV: \$117,017,500  
Boiler & Machinery - \$50M  
Extra Expense - \$3,5 M  
Deductible: 2% TIV 250,000 min, - \$2.5 million max. (named storm)  
(Detention Center and Judicial Courthouse)

- B. Cincinnati – TIV: \$41,733,861  
Business Income and/or Extra Expense - \$5.150M  
Deductible: 2% TIV \$250,000 min - \$2.5M max. (named storm)  
20% Margin Clause  
(Libraries Located Within Chatham County)
- C. Cincinnati – TIV: \$124,533,435 (Blanket = \$117,149,263, ACV = 7,384,172)  
Business Income and/or Extra Expense - \$5.150M  
Deductible: 2% TIV \$250,000 min. - \$5.0M max. (named storm)  
20% Margin Clause – No Coinsurance  
(All Other Locations)
- D. Hartford – EDP: \$8.185M  
Flood Zone A & B Sublimit: \$1M  
Deductible: 5% - \$25,000 min.  
(All Locations)
- E. Arch Specialty – TIV: \$2.7M – Tybee Island Property (Pavilion, Tybee Library, And Communications Equipment)  
\$5,000 per Occurrence, except Windstorm – 3% of TIV - \$50,000 min.

The County has contracted with Adjusters International to coordinate insurance and FEMA claims management.

**Aviation Liability & Hull: Renewal Date: July 11.** Chatham County Mosquito Control department owns and operates four (4) aircraft – two fixed wing and two helicopters. Primary function of all aircraft is mosquito abatement in Chatham County, however, helicopters are also used for police activities, fire suppression, emergency management, and out-of-County transportation.

ACE/Westchester - \$1M/occurrence aircraft liability and \$300,000/occurrence/ \$1M aggregate for chemical liability. 10% [Hull Premium] no claims annual bonus.

<u>Aircraft:</u>	<u>Registration</u>	<u>Insured Values</u>	<u>Deductible</u>	
			<u>Not in Motion</u>	<u>In Motion</u>
1988 MD-500	N102CQ	\$500,000	\$250	\$12,500
1988 MD-500	N241JH	500,000	250	12,500
1994 Air Tractor	N60057	350,000	250	8,750
1979 Piper PA-31	N437CB	350,000	250	8,750

**Workers' Compensation Excess: Renewal Date: July 1.**

Carrier: Midwest Employers Casualty Company  
Limits: Statutory Workers' Compensation  
\$1 M Employers Liability

Sublimit - Aircraft:	\$5 M Policy Limit \$1M per Life
Payroll:	\$66 M
Retention:	\$450,000/accident
Endorsement:	Voluntary Compensation Limited USL&H/Jones Act Aircraft

Excess Workers' Compensation coverage is currently placed by the Workers' Compensation TPA. Effective July 1, 2010, Excess Workers' Compensation insurance will be placed by the broker of record.

**Fiduciary Liability: Renewal Date: September 18.**

Carrier:	Travelers
Limits:	\$2 million annual aggregate (includes defense costs)
Insured:	Chatham County Employees Retirement Plan (non-ERISA) Chatham County Section 115 OPEB Trust Director, Officer, Trustee Chatham County Employee Benefit Plan
Deductible (Per claim):	\$10,000

**Flood Insurance:** Chatham County participates in National Flood Insurance [Regular] Program (NFIP) and purchases coverage for those locations identified for mandatory coverage up to the value of the building and contents or to the maximum limit available under NFIP. **See attachment schedule of locations and coverage.**

**Public Employees Blanket Bond and Individual/Position Bonds:** Attached is a schedule of the Public Employees Blanket Bonds including bond amounts per position and expiration. At expiration the County is interested in combining all position bonds into blanket bonds where possible.

**5.3 MINIMUM QUALIFICATIONS:** Proposals will not be considered from any firm that does not meet the following minimum qualifications:

- 5.3.1 Broker must be licensed to conduct business in the State of Georgia.
- 5.3.2 Broker must have access to Excess and Surplus Lines carriers. Please state how your firm gains access to the E&S market – i.e. preferred carrier(s) by line.
- 5.3.3 Broker must have a minimum of five (5) years experience in structuring government insurance programs – preferably Georgia governments.
- 5.3.4 Broker must have a minimum of two (2) qualified principals or a combination of principal and customer service representative, each with a minimum of five (5) years government insurance program experience. RESUMES OUTLINING EXPERIENCE AND QUALIFICATION OF EACH PERSON ASSIGNED TO CHATHAM COUNTY MUST BE INCLUDED IN THE PROPOSAL.

## 5.4 **SCOPE OF SERVICES:**

- 5.4.1 Broker will assist the Risk Manager in the analysis of County exposures and assist in developing the most cost effective risk management solutions.
- 5.4.2 Broker will continue coverage through existing carriers unless alternatives are proven more effective and/or cost beneficial.
- 5.4.3 At renewal of each line of coverage, identify (in writing) which markets were contacted; which markets provided quotes; which markets declined to quote; and reason(s) for declining. **Chatham County requires all quotations and or proposals be submitted to the Risk Manager no later than 15 days prior to the effective date of coverage.**
- 5.4.4 Broker services are to be provided on a “net of commission” or fixed fee” basis. **Chatham County recognizes flood insurance cannot be written net of commission. Flood insurance commissions will be considered in addition to the annual “fixed fee.” The selected broker is required to disclose commission percentage.**
- 5.4.5 Broker services will be invoiced quarterly.
- 5.4.6 Broker shall prepare an annual marketing strategy for all coverage including identifying current or expected market conditions.
- 5.4.7 Obtain quotes from insurance carriers and negotiate best terms and conditions for all commercial accounts. All quotes are to be presented in writing to the Risk Manager. Declinations should also be in writing and presented to the Risk Manager.
- 5.4.8 Service existing insurance policies including, but not limited to, adequacy of coverage; develop options to address any coverage deficiencies; process policy changes; update applications; answer questions; trend property values; evaluate the financial stability of current and prospective insurers; and issue certificates of insurance.
- 5.4.9 Meet periodically with the Risk Manager to discuss loss control issues, exposure changes, and general administrative matters and monitor the viability and cost effectiveness of the County’s entire insurance and risk management program(s).
- 5.4.10 Assist the County in developing insurance requirements for various vendor contracts (i.e. design, construction, service) and review insurance policies, certificates of insurance, contracts, leases, and bonds as requested by the County.
- 5.4.11 Prepare an annual summary report including a schedule of policies in force, coverage provisions, premiums, prior year(s) claims experience and recommendations for possible adjustments to coverage for the next policy year. The summary report shall also provide a summary of broker support services rendered during the prior year, with recommendations for broker services for the subsequent year.

- 5.4.12 Provide a contact person(s) for response to day-to-day insurance claim questions and provide other services normally and customarily required of a broker.
- 5.4.13 Discuss your firm's philosophy with regard to contingent commissions.
- 5.4.14 Briefly describe your experience providing loss control services to public entities. Include the name(s) and qualifications of the personnel that provide this service.

**5.5 EXPANDED SCOPE OF SERVICES:**

- 5.5.1 Explain the intent behind application of a 'margin clause' on a Building and Personal Property policy including blanket coverage with an agreed amount endorsement. What coinsurance percentage is applicable; how the margin clause is applied after a loss; how the margin clause may limit recovery; and how the insured can maximize coverage.
- 5.5.2 On May 29, 2008, the Federal Emergency Management Agency (FEMA) issued Fact Sheet DAP9580.3, Insurance Considerations for Applicants. Please provide an overview of the important elements of Fact Sheet DAP9580.3 as it relates to the Public Assistance (PA) Program. In addition, please briefly discuss how the elements contained in Fact Sheet DAP9580.3 would affect how your firm would design the components of a commercially insured building and contents property insurance program [government entity] on a pre-disaster and post-disaster basis. Your response should be guided by the three key provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 USC. 5121-5206, as amended, and 44 Code of Federal Regulations (CFR) §§206.250, 206.252, and 206.253.
- 5.5.3 Discuss your firm's experience in designing and managing an Owner/Contractor Controlled Insurance Program. Explain the advantages and disadvantages of such a program and how a project is evaluated to determine if implementation is feasible. If the County determines an Owner/Contractor Controlled Insurance Program is beneficial, the design, implementation, and administration will be considered outside the scope of any contract arising from this RFP.

**5.6 METHOD OF EVALUATION:**

The following factors will be considered by the Selection Committee in the evaluation of this proposal. The factors to be evaluated will not necessarily be evaluated in the order presented:

- 5.6.1 Demonstrated understanding of requested scope of services, including the expanded scope of services.
- 5.6.2 Experience in providing government programs.
- 5.6.3 Reputation of the firm based on references.
- 5.6.4 Computer support and reports capability.

5.6.5 Proximity to and availability of service office.

5.6.6 Oral presentation (if requested).

5.6.7 Proposed fees for services - Please Note: Fee proposals will only be considered from those firm's that are "Short Listed" as part of Step 1.

**5.7 REFERENCES:**

Please provide at least five (5) current or past government clients for who you furnish(ed) government Insurance Broker services. Please provide the client's name, address, phone number and the name of a contact person. Chatham County is interested in the type of service(s) provided and how long that reference has been your client.

**5.8 BASIS FOR FEE PROPOSAL (PRICING):**

All fees will be based on providing the County their insurance requirements on an annual fixed fee basis. Chatham County recognizes that flood insurance cannot be written net of commission. Proponent will consider flood insurance commissions received when preparing fee proposal. ***Fees must be all inclusive and cover any item which may be regarded as reimbursable.*** Please include your procedure for justifying subsequent year price increases.

PROVIDE THE BASIS FOR YOUR FEE ON THE FEE PROPOSAL FORM PROVIDED. ONLY ONE COPY OF FEE PROPOSAL IS REQUIRED. ALL FEE PROPOSALS WILL BE SEALED IN A #10 ENVELOPE, CLEARLY MARKED WITH THE RFP NUMBER AND TITLE, AND SUBMITTED WITH PROPOSAL. FEE PROPOSALS WILL ONLY BE CONSIDERED FROM THOSE FIRMS THAT ARE "SHORT LISTED".

## SECTION VI

### EVALUATION AND AWARD INSURANCE AGENT/BROKER SERVICES FOR CHATHAM COUNTY, GEORGIA

**6.1 EVALUATION:** Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a technical review panel. A description of the factors which will be analyzed, and the relative weight accorded each factor follows. ***The County will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Insurance Agent/Broker Services requested.***

STEP 1: PROPOSAL SUBMITTAL (**TOTAL POSSIBLE POINTS: 100**).

<b><i>Evaluating Factor:</i></b>	<b><i>Points Possible:</i></b>
<b><i>Qualifications and Experience:</i></b> Government experience, educational background and overall experience of the Account Executive(s) and/or Customer Service Representatives assigned to the project. Demonstrated commitment to M/WBE.	20
<b><i>Experience and Capability:</i></b> Experience in providing government broker services similar to that requested by Chatham County; computer support and report capability; location and availability of firm; licensed to conduct insurance business in the State of Georgia; value added services; additional information regarding firm's capabilities or unique qualifications.	30
<b><i>Project Understanding and Methodology:</i></b> Demonstrated understanding of scope of services and expanded scope of services. Understanding of Chatham County's application of governmental immunity to its overall risk management program. Ability to provide market trends. Familiarity with the National Flood Insurance Program; and access to excess and surplus lines markets. Knowledge of Workers' Compensation Excess markets and ability to place coverage. Ability to partner with and provide support services to the Risk Manage.	40
<b><i>References:</i></b> Provides a minimum of five (5) references for which your firm has provided broker services similar to Chatham County; reputation of firm.	10

STEP 2- FEE PROPOSAL/COST DATA (**TOTAL POSSIBLE POINTS: 35**)

#### 6.2 **CONTRACT AWARD:**

6.2.1 Successful Proponent will be asked to submit his/her firms' contractual issues for consideration in the Chatham County contract. Proposals will become part of the contract.

**REQUEST FOR PROPOSAL  
CHATHAM COUNTY, GEORGIA  
FEE PROPOSAL FORM  
RFP NO. P10-14-5**

**INSURANCE AGENT/BROKER SERVICES FOR  
CHATHAM COUNTY, GEORGIA**

I have read and understand the requirements of this proposal, RFP NO. P10-14-5, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. I agree to furnish the Services as described in RFP #P10-14-5, for the fee listed below. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal. In addition, the County reserves the right to accept any part or all of the fee schedule and to negotiate any charges contained herein unless qualified otherwise.

TOTAL ANNUAL FIXED\* FEE:

CONTRACT TERM:

\_\_\_\_\_ /1ST YEAR  
\_\_\_\_\_ /2ND YEAR  
\_\_\_\_\_ /3RD YEAR  
\_\_\_\_\_ /4TH YEAR  
\_\_\_\_\_ /5TH YEAR

BASIS FOR PRICE INCREASES (PER ADDITIONAL ONE YEAR TERMS): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***\*Chatham County recognizes that flood insurance cannot be written net of commission. Proponent will consider firm's flood insurance commissions received when preparing this fee proposal.***

FIRM NAME: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

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

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

TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

BUSINESS TAX CERTIFICATE/LICENSE NUMBER: \_\_\_\_\_

CITY/COUNTY/STATE: \_\_\_\_\_

MINORITY BUSINESS ENTERPRISE? \_\_\_\_\_ /YES \_\_\_\_\_ /NO

MINORITY CLASSIFICATION: \_\_\_\_\_

**ATTACHMENT "A"**

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with in full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

\_\_\_\_\_ (Contractor) certifies to Chatham County that a drug-free workplace will be provided for the employees during the performance of this contract known as INSURANCE AGENT/BROKER SERVICES- RFP NO. P10-14-5 pursuant to paragraph (7), of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
CONTRACTOR:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
NOTARY:

\_\_\_\_\_  
DATE:

**ATTACHMENT "B"**  
**PROMISE OF NON-DISCRIMINATION STATEMENT**

Know All Men By These Presents, that I (We), \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
Name Title Name of Bidder

(herein after "Company") in consideration of the privilege to bid/or propose on the following  
Chatham

County project procurement (INSURANCE AGENT/BROKER SERVICES- RFP NO. P10-14-5),

hereby consent, covenant and agree as follows:

1. No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
2. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
3. In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
4. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
5. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
6. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT "C"**

**LETTER OF INTENT TO PERFORM AS A MINORITY/WOMEN BUSINESS ENTERPRISE  
SUBCONTRACTOR/JOINT VENTURE PARTNER**

*THIS FORM MUST BE COMPLETED BY THE SUCCESSFUL SUB-CONTRACTOR AND  
SUBMITTED BY THE APPARENT SUCCESSFUL BIDDER OR PROPOSER BEFORE  
APPROVAL OF CONTRACT AWARD IS REQUESTED BY COUNTY STAFF FROM THE  
BOARD OF COMMISSIONERS.*

**PROJECT:** RFP NO. P10-14-5 INSURANCE AGENT/BROKER  
SERVICES FOR CHATHAM COUNTY, GEORGIA

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

**DATE:** \_\_\_\_\_

The undersigned has agreed to perform work in connection with the above project as:

\_\_\_\_\_ a sole proprietorship (individual) \_\_\_\_\_ a corporation  
\_\_\_\_\_ a partnership \_\_\_\_\_ a joint  
venture

Detailed description of work items to be performed: \_\_\_\_\_  
\_\_\_\_\_

at the following price \$ \_\_\_\_\_.

\_\_\_\_\_  
Type or Print Name of M/WBE Sub-Contractor

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

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

Printed Name: \_\_\_\_\_

The undersigned will enter into a written agreement with the above M/WBE Contractor for the work described upon award and execution of a contract with Chatham County.

\_\_\_\_\_  
Typed or Print Name of Firm

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

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

Printed Name: \_\_\_\_\_

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

**ATTACHMENT "D"**

**DISCLOSURE OF RESPONSIBILITY STATEMENT**

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

---

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

---

3. List any convictions or civil judgments under states or federal antitrust statutes.

---

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

---

5. List any prior suspensions or debarments by any governmental agency.

---

6. List any contracts not completed on time.

---

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

---

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

---

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of individual Title & Authority

of \_\_\_\_\_, declare under oath that

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

the above statements, including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_

2008 by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named herein.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

Resident State: \_\_\_\_\_

**ATTACHMENT "E"**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with (name of public employer) has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE**

\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**ATTACHMENT "F"**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## ATTACHEMENT "G"

<b>CHATHAM COUNTY FLOOD INSURANCE LOCATIONS</b>		
<b>Dec-09</b>		
<b>LOCATION</b>	<b>RENEWAL DATE</b>	<b>ANNUAL PREMIUM</b>
Jail - Kitchen/Warehouse, 1050 Carl Griffin Dr. 31405	24-May-10	\$1,218
Jail - Admin. Offices, 1050 Carl Griffin Dr., 31405	22-May-10	\$1,218
Jail - Unit # 5, 1050 Carl Griffin Dr., 31405	24-May-10	\$1,218
Jail - Unit # 4, 1050 Carl Griffin Dr., 31405	24-May-10	\$1,218
Jail - Unit # 3, 1050 Carl Griffin Dr., 31405	24-May-10	\$1,218
Jail - Unit # 2, 1050 Carl Griffin Dr., 31405	24-May-10	\$1,218
Jail - Unit # 1, 1050 Carl Griffin Dr., 31405	24-May-10	\$1,218
Dormitory # 1, 1050 Carl Griffin Dr., 31405	29-Nov-10	\$1,151
Dormitory # 2, 1050 Carl Griffin Dr., 31405	29-Nov-10	\$1,151
W. Side Prcnt. 295 Police Memorial Dr., 31405	8-Nov-10	\$1,123
E. Side Prcnt. 54 Johnny Mercer Blvd., 31410	7-Feb-10	\$2,429
Aquatic Center, 7240 Sallie Mood Dr., 31406	8-Nov-10	\$3,584
Juvenile Justice Center, 197 Carl Griffin Dr., 31405	24-May-10	\$1,218
Portable # 1, 197 Carl Griffin Dr., 31405	4-Jan-10	\$247
Portable # 2, 197 Carl Griffin, Dr., 31405	4-Jan-10	\$287
Portable # 3, 197 Carl Griffin Dr., 31405	4-Jan-10	\$247
Portable # 4, 197 Carl Griffin Dr., 31405	4-Jan-10	\$287
Health Dept., 1395 Eisenhower Dr. 31406	21-Feb-10	\$4,676
Forest City Library, 1501 Stiles Ave., 31415	15-Aug-10	\$1,961
Tybee Isl. Library, 405 Butler Ave., Tybee Is., 31328	31-Aug-10	\$1,076
Henderson Golf Course, # 1 Al Henderson Blvd. Maintenance Building, 31419	5-Oct-10	\$663
Henderson Golf Course, # 1 Al Henderson Blvd. Club House, 31419	5-Oct-10	\$508
Henderson Golf Course, # 1 Al Henderson Blvd. Cart Barn, 31419	5-Oct-10	\$575
Henderson Golf Course, # 1 Al Henderson Blvd. Pump House, 31419	17-Sep-10	\$388
Lake Mayer Boathouse, Mont. X-Rds., 31406	20-Jul-10	\$2,060
Lake Mayer Admin. Bldg., Mont. X-Rds., 31406	21-Feb-10	\$1,895
Lake Mayer Office/Boathouse, Mont. X-Rds., 31406	16-Jul-10	\$1,572
Lake Mayer Recreation Ctr., Mont X-Rds., 31406	16-Jul-10	\$2,662
Aquatic Center, 7240 Sallie Mood Rd., 31406	8-Nov-10	\$3,584
Animal Shelter, Sallie Mood Dr. Rear, 31406	7-Oct-10	\$316
Savannah Mall Library, 14097 Abercorn, 31419	Pending	

## ATTACHMENT "H"

### CHATHAM COUNTY PUBLIC OFFICIALS BONDS Dec-09

POSITION	AMOUNT	EXPIRATION
Chairman of County Commission	\$50,000	12/31/2012
County Commissioners (Total of 8)	\$10000/ea.	12/31/2012
Tax Commissioner		
Chatham County Bond	\$100,000	1/1/2014
State of Georgia Bond	\$50,000	12/31/2013
Sheriff	\$50,000	1/1/2013
Chief Magistrate	\$25,000	12/31/2012
Magistrate Pro-Tem	\$25,000	12/31/2012
Magistrate	\$25,000	1/1/2013
Magistrate	\$25,000	12/31/2009
County Clerk	\$50,000	12/31/2012
Coroner	\$50,000	1/1/2013
Deputy Coroner	\$50,000	1/1/2009
Superior Court Clerk	\$250,000	1/1/2013
Clerk of State Court	\$250,000	8/11/2011
Probate Court Judge	\$100,000	12/31/2011
County Surveyor	\$1,000	1/1/2013
<b>Crime:</b>		
Coverage O: Employee Dishonesty		
Deductible: \$45,000	\$1,000,000	1/1/2010
Form C1 & C2 Inside/Outside		
Deductible: \$25,000	\$1,000,000	1/1/2010
Form B: Forgery/Alteration	\$1,000,000	1/1/2010
<b>Sheriff</b>		
Form 0		
Deductible \$500	\$5000/pos	1/1/2011

## LEGAL NOTICE

CC NO. 163969

Chatham County, Georgia is seeking proposals from firms interested in commercial Insurance Agent/Broker Services for Chatham County, Georgia- Request for Proposal No. P10-14-5.

A pre-proposal conference will be conducted at **10:00 A.M., MARCH 11, 2010**, in the Purchasing Conference Room, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406, to discuss the specifications and to resolve any questions and/or misunderstanding that may arise. Firms are encouraged to attend.

Proposals are due by **2:00 P.M. MARCH 25, 2010** and must be mailed or hand delivered to the Chatham County Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, GA 31406.

A copy of this Request for Proposal is available in Chatham County Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, GA 31406. For additional information concerning specifications, please contact Mrs. Kathleen Watson-Scott, CPPB, Procurement Specialist, at (912) 790-1619. Specifications are also available on and can be downloaded from the County's website at [www.chathamcounty.org](http://www.chathamcounty.org)

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL BIDS AND TO WAIVE ALL FORMALITIES. "CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".

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WILLIAM R. PARSON, CPPO, PURCHASING AGENT  
CHATHAM COUNTY, GEORGIA

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- Savannah News- INSERT: February 26, 2010; March 8, 2010 and March 15, 2010

NEWS ONLY-

Please send two copies of affidavit to:

Chatham County Purchasing Department  
P.O. Box 15180  
Savannah, GA 31416  
(912) 790-1619