

Box Elder County
Request For Proposal –Property and Casualty Insurance and
Worker’s Compensation Insurance

Due Date: Friday, March 20, 2015, Time: 2:00 P.M. MST

Purpose of Request For Proposal (RFP)

Box Elder County is seeking proposals for Property and Casualty Insurance, Worker’s Compensation Insurance, and related services from qualified insurance providers (hereinafter referred to as “Providers”). This includes General Liability, Property, Auto Physical Damage and Worker’s Compensation coverage. The selected Provider will be expected to provide risk management services to support the County with liability management and ongoing training.

It is anticipated that this RFP may result in a contract award to a single Provider. In accepting Proposals Box Elder County reserves the right to reject any and all Proposals and to waive any requirements in order to take the action, which is deemed to be in the best interest of Box Elder County. Box Elder County will not be liable for any costs Providers may incur in the preparation or presentation of this proposal.

Qualifications of Responding Providers

Each responding Provider must have the appropriate licenses to conduct business and provide insurance coverage in the State of Utah. Each Provider must have at least ten (10) years experience representing counties or local governmental entities, and maintain at least five (5) similar sized or larger county or local government accounts, as measured in budget size, to Box Elder County. Box Elder County’s current budget is currently \$33,668,529.

Request for Proposal (RFP) Timeline and Events

RFP Issue Date.....March 2, 2015

Deadline to submit Proposals.....March 20, 2015 @ 2:00 P.M.
MST

Anticipated Award Date.....May 20, 2015

Awarded Contract to begin.....January 1, 2016

Evaluation Criteria

1. Detailed Response - 10%
2. Relevant Experience - 20 %
3. Cost Proposal - 35%
4. Loss Prevention/Risk Management Services - 35%

Understandability and comprehensiveness of information supplied in this request for proposal will affect the evaluation of the above criteria.

Length of Contract

The Contract resulting from this RFP will be for a period of four (4) years commencing on January 1, 2016. The contract may be extended beyond the original contract period year-to-year at Box Elder County's discretion and by mutual agreement for four (4) additional years. The contract may be cancelled at any time with ninety (90) days written notice from either Box Elder County or the Provider.

Proposal Response Format

All proposals must include:

1. A summary of the Provider's qualifications.
2. Current financial ratings for the Provider and/or any insurer to be utilized by the Provider.
3. An executive summary of the Provider's proposal. A one or two page summary to briefly describe the Provider's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the Provider. The reader should be able to determine the essence of the proposal by reading the Executive Summary.
4. A detailed proposal. This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. The proposed coverages to be provided, including AM Best ratings, limits of coverage (per occurrence, aggregate and excess), applicable deductibles and types of coverage (claims-made and occurrence).
 - B. Loss prevention and risk management services to be provided. Specifically, the types of risk management and liability training and seminars available, legal assistance and advice available before and after a claim arises, access to legal expertise and assistance in determining how to approach and resolve specific liability issues faced by counties and local governments (land use issues, employment issues, jail and police liability issues, etc.) and any other loss prevention and risk management resources provided.
4. Relevant experience in providing coverage to the public sector and/or other counties or local governmental entities, including references to at least five (5) counties or local governmental entities similar in size to Box Elder County. References should include the name and contact information for a contact person who can be contacted by Box Elder County.
5. Proposed costs to Box Elder County for the proposed coverages and services. The proposal must be set forth in such a way that it will allow the merits of the proposal to be evaluated in conjunction with applicable cost. Provide itemized costs for all services included in your proposal.

Required Terms of Coverage

The following terms should be included in all proposed coverages:

1. The named insured should be Box Elder County, including all past, present, or future appointed or elected officials, boards, board members, officers, employees, and volunteers, both individually and collectively, while acting or alleged to be acting within the scope of their duties on behalf of Box Elder County.
2. A provision providing that failure of the Insured to disclose all hazards at the inception of this policy, or to comply with any provision of this policy, or errors or omissions in applications, declarations, schedules, endorsements, or other documents shall not prejudice the Insurer with respect to the coverage afforded by this policy, provided such failure, error, or omission is

unintentional and is corrected or complied with as soon as practicable after it has been brought to the attention of Box Elder County’s Attorney.

3. A minimum of ninety (90) days advance written notice of cancellation (except for non-payment), non-renewal, reduction, or restriction of coverage by the insurer.

Required Terms of General Liability Coverage

The following terms should be included in all proposed general liability coverages:

1. Minimum limits and deductibles as follows:

Coverage Type	Occurrence Limit	Aggregate Limit	Deductible
General Liability <small>(Requesting bids for both \$5M and \$10M limits)</small>	\$5M or \$10M	\$5M or \$10M	\$0.00
Auto Liability	\$5M or \$10M	\$5M or \$10M	\$0.00
Law Enforcement	\$5M or \$10M	\$5M or \$10M	\$0.00
Public Officials Errors & Omissions	\$5M or \$10M	\$5M or \$10M	\$0.00
Directors and Officers	\$5M or \$10M	\$5M or \$10M	\$0.00
Employment Practices	\$5M or \$10M	\$5M or \$10M	\$0.00
Special Events	\$5M or \$10M	\$5M or \$10M	\$0.00

2. Coverage should be written on “Occurrence Form”.
3. Defense costs must not erode coverage limits.

Required Terms of Property/Auto Physical Damage Coverage

The following terms should be included in all proposed property/auto physical damage coverages:

1. Coverage should include all real and personal property, electronic data processing (EDP) equipment, vehicles, mobile or contractors equipment stored at named locations, improvements and betterments either owned by the Insured, in the Insured’s care, custody or control, or for which the Insured is legally liable or is obligated to insure, and which is scheduled. Coverage should also include property in the open within 1000 feet of a scheduled building. Blanket coverage, including any proposed coinsurance, will not be accepted.
2. Coverage should have the following minimum limits and deductibles:

Coverage Type	Limit	Deductible
Policy Limit	\$500,000,000	\$500

(Per Occurrence)		
Buildings	Included in Policy Limit	\$500
Business Personal Property (Including property of others)	Included in Policy Limit	\$500
Electronic Data Processing Equipment	\$25,000,000	\$500
Accounts Receivable	\$25,000,000	\$500
Valuable Papers	\$25,000,000	\$500
Fine Arts	\$10,000,000	\$500
Newly Constructed/ Acquired Property	\$10,000,000	\$500
Landscaping/Outdoor Property	\$1,000,000 (max of \$25,000 trees, shrubs)	\$500
Personal Effects	\$10,000 (per employee) \$250,000 (per occurrence)	\$500
Property at Undescribed Premises	\$5,000,000	\$500
Property in Transit	\$5,000,000	\$500
Debris Removal	\$1,000,000	\$500
Pollutant Cleanup	\$1,000,000	\$500
Claim Data Expense	\$500,000	\$500
Ordinance or Law	\$10,000,000	\$500
Business Income	\$25,000,000 (primary limit)	\$500
Extra Expense	\$10,000,000	\$500
Earthquake	\$200,000,000	\$500
Flood	\$100,000,000	\$500,000 (flood zone A) \$500 (all other)
Boiler and Machinery	Included in Policy Limit	\$500
Fungus, Wet/Dry Rot	\$15,000 (occurrence) \$50,000 (aggregate)	\$500
Builders Risk	\$5,000,000 (one site) \$25,000,000 (all sites)	\$500
Contractors Equipment	\$10,000,000 \$100,000 (new equipment) \$100,000 (rental equipment)	\$500
Expediting Expenses (boiler and machinery)	\$1,000,000	\$500

Vehicle Damage	\$1,000,000 \$250,000 (unscheduled autos)	\$1,000
Errors & Omissions	\$1,000,000	\$500
Ingress and Egress	\$1,000,000	\$500
Utility Services	\$25,000,000	\$500
Employee Dishonesty, (theft, forgery etc)	\$250,000	\$500
Outdoor Lighting and Fences	\$500,000	\$500
Watercraft	\$500,000	\$500
Law Enforcement Animals	\$10,000 (per animal) \$50,000 (per occurrence)	\$5 00
Green Buildings Alternatives	\$500,000	\$500
Green Building Reengineering	\$25,000	\$500

Required Terms of Worker's Compensation Coverage

The following terms should be included in all proposed Worker's Compensation coverages:

1. Must satisfy and meet all of the applicable requirements of Utah Worker's Compensation Law.
2. Provide "Bodily Injury by Accident" coverage of at least \$100,000.00 for each accident.
3. Provide "Bodily Injury by Disease" coverage of at least \$100,000 for each employee and at least \$500,000 policy limit.

Schedules of Information to be provided Upon Request

To obtain the following schedules for Proposal, contact the **Human Resources Department**.

1. County Vehicle Schedule
2. Mobile Equipment Schedule
3. Property Schedule
4. Exposure Information

Copies of Proposed Policies and Endorsements

Responding Providers must include in their submission packet complete copies of all proposed insurance policies, including any endorsements.

Loss Prevention and Risk Management Services

In addition to the required coverages, Provider must be able to provide loss prevention and risk management services. These services should include general and specific training/seminars relating to relevant and timely liability issues facing Box Elder County. Provider should be able to provide competent legal advice and assistance in areas such as employment law, land use planning, zoning, jail and police

liability and other areas relevant to Box Elder County as issues arise and prior to claims being made against Box Elder County. These services should be focused upon preventing and/or minimizing liability before it occurs.

Submitting of Proposals

Proposals must be sealed and labeled with “**Box Elder County Request for Proposal - Property and Casualty Insurance**” and received by the **Human Resources Department** of Box Elder County by the posted due date and time: March 20, 2015 by 2:00 p.m. MST. Proposals received after the deadline will be late and ineligible for consideration.

The preferred method of submitting proposals is hard copies, one (1) original and five (5) identical copies of the proposal must be received at the **Human Resources Office of Box Elder County, c/o Box Elder County at 01 South Main Street, Brigham City, UT 84302.**

Protected Information

The Government Records Access and Management Act (GRAMA) provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality. However, in the event of an appropriate request for the information under the provisions of the GRAMA, there is no guarantee that the information will remain protected.

To best protect information under a Claim of Business Confidentiality, the Provider must:

1. provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to the County, and
2. include a concise statement of reasons supporting the claim of business confidentiality,

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with the proposal.

To have the best chance of protecting the information from an appropriate GRAMA request, Box Elder County asks the Provider to clearly identify in the Executive Summary and in the body of the proposal any specific information for which the Provider claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of Box Elder County. Materials may be evaluated by anyone designated by the County as part of the proposal evaluation committee. Materials submitted may be returned only at Box Elder County's option.

Discussions With Providers (Oral Presentation)

An oral presentation by a Provider to clarify a proposal may be required at the sole discretion of Box Elder County. However, Box Elder County may award a contract based on the initial proposals received without discussion with the Provider. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Provider's expense. If oral presentations are required, it is expected that they will be conducted during the week of April 6-10, 2015.

Cost Proposal Guarantee Period

All cost proposals must be guaranteed for 1 year. Following the guarantee period, any request for a cost proposal adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for cost proposal adjustments must include sufficient documentation supporting the request. Any adjustment or amendment to the proposal will not be effective unless approved by Box Elder County. Box Elder County will be given the immediate benefit of any decrease in the market, or allowable discount.

Reserved Rights

This request for proposals does not constitute an offer to buy on the part of Box Elder County. Acceptance of any obligations on the part of Box Elder County may only be done by a formal written agreement. Any information contained herein does not commit Box Elder County to a contract or to pay any costs incurred in the preparation of a proposal. Nothing contained herein shall be construed as guaranteeing any term, condition or other item, including any specified purchase volume.

All responses to this request for proposal will become the property of Box Elder County.

Box Elder County reserves the right not to award a contract to any proposing Provider even if the criteria described in this request for proposal are met; and to close the process prior to stated deadline. No obligations on the part of Box Elder County will be incurred until the Provider has signed a contract satisfactory to and accepted by Box Elder County.

Box Elder County expressly reserves the right to withdraw this request for proposal, reject, in whole or in part, any and all proposals received, to waive any and all formalities in the proposing process, to make whole award, multiple awards, a partial award, or no award at Box Elder County's sole discretion, to negotiate separately with any entity it desires, or to pursue whatever alternative it chooses to fulfill this requirement in its sole judgment. There is no guarantee, either expressed or implied, that Box Elder County will award a contract to any Provider. Box Elder County shall not incur any liability whatsoever by reason of such withdrawal, rejection, or acceptance.

Questions

Questions must be submitted to the Box Elder County's Human Resources Department. Any Provider who attempts to contact any employee or representative of Box Elder County, other than those designated by the Box Elder County's Human Resources Department, during the request for proposal process will be disqualified.