



JEFFERSON COUNTY PURCHASING DEPARTMENT

DEBORAH L. CLARK, PURCHASING AGENT

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE

Advertisement for Request for Proposal December 14, 2009

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 09-180/KJS, Insurance Broker of Record for Jefferson County. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Respondents shall forward an original and seven (7) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the Respondents name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Respondents and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Respondents are invited to attend the sealed proposal opening.

PROPOSAL NAME: Insurance Broker of Record for Jefferson County
PROPOSAL NO: 09-180/KJS
DUE DATE/TIME: JANUARY 6, 2010 ON OR BEFORE 11:00 AM
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Karen J. Smith, MBA, Assistant Purchasing Agent, at 409-835-8593.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News –December 16, 2009 and December 23, 2009

NOTICE TO PROPOSERS
RFP 09-180/KJS
Insurance Broker of Record for Jefferson County

SEALED PROPOSALS SHALL BE SUBMITTED TO:

JEFFERSON COUNTY PURCHASING DEPARTMENT, FIRST FLOOR
JEFFERSON COUNTY COURTHOUSE
1149 PEARL STREET, BEAUMONT, TEXAS 77701

NO LATER THAN 11:00 AM, CENTRAL TIME, MONDAY, JANUARY 6, 2010

MARK ENVELOPE:
“RFP 09-180/KJS- SEALED PROPOSAL”

JEFFERSON COUNTY WILL NOT BE RESPONSIBLE
FOR UNMARKED OR IMPROPERLY MARKED ENVELOPES.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bid in response to this request and Jefferson County will not reimburse bidders for these expenses.

All proposals must be received in the Purchasing Department before opening date January 6, 2010 at 11:00AM. Proposals received after the date and time above will be considered void and unacceptable and returned to the vendor unopened. Jefferson County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

PLEASE TAKE NOTE OF THE FOLLOWING COUNTY HOLIDAYS:

January 19, 2009	November 11, 2009
February 16, 2009	November 26, 2009
April 10, 2009	November 27, 2009
May 25, 2009	December 24, 2009
July 3, 2009	December 25, 2009
September 7, 2009	January 1, 2010

FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

In the event the Commissioners' Courtroom is in use at time of opening, proposals will be opened in the Conference Room of the County Judge.

Hours for the Purchasing Department are 8:00 am – 5:00 pm central time, Monday - Friday.

REQUEST FOR PROPOSAL

INSURANCE BROKER OF RECORD

I. GENERAL

Jefferson County, Texas (hereinafter referred to as “COUNTY”) is soliciting proposals for a Broker of Record (hereinafter referred to as “BROKER”) to acquire the COUNTY’s excess or difficult to place insurance and fulfill consulting requirements. COUNTY is currently a self-insurer for all of its liability and workers’ compensation exposures. The information provided in this Request for Proposal is only to be used for the purpose of preparing a proposal or response detailing your experience, expertise and services available to COUNTY from your agency in advising and placing COUNTY’s excess property, workers’ compensation, liability, and other policies as may be needed. The contract term will be for a period of three years, renewable for two successive one-year periods at the option of COUNTY, upon the same terms and conditions and subject to funding by County Commissioners’ Court.

Selection will be made on the basis of the proposal that is deemed most advantageous to COUNTY.

II. SCOPE OF SERVICES

The following services will be required to support the efforts to obtain excess and difficult to place insurance and other BROKER related services associated with COUNTY’s insurance coverages or policies.

A. DEVELOPMENT

BROKER shall work closely with COUNTY to develop bid requests to secure excess insurance for the COUNTY’s insurable risks. The objective is to place Excess Insurance programs over COUNTY’s self-insurance program in accordance with the desired retentions and limits to be designed by the COUNTY. BROKER shall make available to COUNTY, all resources at its disposal to properly collect, organize and review all data placed into the bid request.

B. IMPLEMENTATION

BROKER shall market COUNTY account to qualified excess property, workers’ compensation and liability insurance companies. Marketing shall include, but not be limited to, assisting in the development of insurance specifications and underwriting criteria, assist in developing Requests For Quotes from insurance companies, canvassing insurance markets, reviewing suitable manuscript policies, negotiations on behalf of COUNTY, consultation and professional advice on proposed changes or enhancements to the program and ongoing advisory services for the duration of the contract concerning changes or enhancements to the program.

C. BID OF PROPERTY & CASUALTY INSURANCE PROGRAM

BROKER shall represent COUNTY in all phases of this project. Direct negotiations with the insurance company will take place with the direction of COUNTY. Placement of any program of insurance will be conducted as a bid directly to insurance market underwriters. BROKER shall review bids and assist COUNTY in the selection thereof. BROKER shall assist the County by advising of underwriters' performance in adjusting and claims practices history. It is clearly understood that any resulting product from the Broker of Record Contract cannot be accepted nor bound until approved by COUNTY's Commissioners' Court. COUNTY reserves the right to reject the BROKER quotes not deemed comparable to the current program or advantageous to the COUNTY. All procurement of insurance shall be conducted in accordance with the Texas Local Government Code and all applicable law.

D. ADMINISTRATION

BROKER shall continue to act in an advisory and consulting role to COUNTY for the duration of the BROKER's Contract to ensure that the insurance program accepted by COUNTY continues to work smoothly and effectively.

E. LOSS PREVENTION/CLAIMS AUDIT SERVICES

BROKER shall arrange for Loss Prevention Services upon written authorization by COUNTY's Risk Manager. These services shall include safety program evaluations, evaluation of high-risk activities, ergonomic studies, assistance in writing safety and injury prevention policies, and Job Safety/Hazard Analysis on specific worker activities. BROKER shall provide approximately forty (40) hours of these services. BROKER shall provide an audit of workers' compensation claims handled by the COUNTY's third party administrator on an annual basis upon authorization of the COUNTY's Risk Manager.

H. OTHER SERVICES

BROKER must be available to serve in a consulting capacity to COUNTY on insurance or BROKER related issues on such projects as COUNTY may request, including, but limited to, identifying markets for specialty coverage's for vendors or contractors doing business with COUNTY; reviewing contractual/lease provisions; helping COUNTY assess financial strength of insurance companies, risk retention and purchasing groups, captive insurers, and other non-traditional insurance mechanisms; loss settlement negotiation with primary or excess insurers if needed; attend meetings with COUNTY Staff or Commissioners' Court as requested; assisting the Risk Manager in developing specifications for Risk Management Information Systems; responding to requests for information by the Risk Manager; reviewing new laws; assisting in reviewing claims as needed; answering loss control questions; and reviewing actuarial reports.

III. PREPARATION OF PROPOSAL

A. BROKER is expected to examine this Request for Proposal ("RFP") carefully, understand the terms and conditions for providing the pertinent services and respond completely. Failure to do so may result in disqualification of the submitted proposal. Questions concerning this RFP shall be directed, in writing only and on company

letterhead, to the COUNTY's Risk Manager at the address provided below. Verbal questions and explanations are not permitted. No inquiries or questions will be answered after 2:00 p.m. on December 21, 2009, to allow ample time for distribution of answers and/or changes. Any questions regarding this RFP may be directed to:

Jefferson County
Risk Management Division
Attention: Kim Isaacs, Insurance & Benefits Manager
215 Franklin, Suite 202
Beaumont, Texas 77701
kisaacs@co.jefferson.tx.us

- B. Each BROKER shall submit Proposals containing all information required by the RFP. Proposals shall consist of completed Attachment A, Insurance Broker of Record Qualification Questionnaire; Attachment B, Fee Schedule and Attachment C, Litigation Disclosure. Failure to respond to all portions of this RFP may result in the BROKER's response being deemed non-responsive. An officer or principal of the BROKER having sufficient authority to bind the respondent must sign proposals; however, they may be signed by an agent if accompanied by written evidence of authority.
- C. Any cost or expense incurred by the BROKER that is associated with the preparation of the Proposal, the Pre-proposal Conference, or during any phase of the interview process, shall be at BROKER's sole cost and expense.

IV. EVALUATION CRITERIA

COUNTY will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The COUNTY will appoint a Selection Committee comprised of staff members to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The Selection Committee may select all or some of the proposing BROKERS for in-person presentations. Criteria to be evaluated may include the items listed below. Final approval of a selected BROKER is subject to the action of the Jefferson County Commissioners' Court.

- A. Responsiveness to the Request for Proposal (20%).
 - 1. Requested information included and thoroughness of response.
 - 2. Understanding and acceptance of the scope of services.
 - 3. Acceptance of the RFP and Contract requirements.
 - 4. Clarity and conciseness of the response.
- B. Economic evaluation of the Proposed Fee Schedule (40%).
- C. BROKER's capability to provide the services requested and information contained in the Insurance Broker of Record Qualification Questionnaire (Attachment A) (30%).

1. Background of BROKER and support personnel, including professional qualifications and length of time working in BROKER's capacity.
 2. Other resources, including total number of employees, number and location of offices, and affiliated companies.
 3. References with contacts' names and telephone numbers.
- D. BROKER's specific prior Property & Casualty Public Entity Experience (10%).
1. Relevant experience of the BROKER.
 2. Specific experience with public entity clients, especially large municipalities and counties, including problems experienced with those clients and BROKER's solution.

V. PROPOSAL REQUIREMENTS

Proposals shall include the following information:

- A. EXECUTIVE SUMMARY: State BROKER's understanding of this project and proposed means of accomplishing it. Summary shall include a restatement of the work to be accomplished, their anticipated approach, and any unique problems and their solutions. BROKER must state specifically what areas of knowledge and discipline they are applying and how they will handle areas outside of its base of experience.
- B. INSURANCE BROKER OF RECORD QUALIFICATION QUESTIONNAIRE, including résumé's of key personnel who will be the COUNTY's points of contact - Attachment A.
- C. FEE SCHEDULE - Flat fee for basic BROKER services plus additional services as listed on Attachment B.
- D. LITIGATION DISCLOSURE – Attachment C.
- E. BROCHURES - Include brochures, financial statements for the last three (3) years and other relevant information about your company you wish COUNTY to consider.
- F. ORGANIZATIONAL CHART - BROKER shall provide a current Organizational Chart of the office that will handle COUNTY's business.

VI. EXPLANATION TO BROKERS

Any explanation desired by a BROKER regarding the meaning or interpretation of any part of the RFP must be requested in writing, as outlined in Section III prior to 2:00 p.m. on December 21, 2009. Any written information given to any BROKER concerning the RFP will be furnished to all BROKERS as an amendment to the RFP.

VII. ACKNOWLEDGMENT OF AMENDMENTS

Receipt by BROKER of amendments to the RFP must be acknowledged in the Proposal.

VIII. AWARD OF CONTRACT

- A. The Contract will be awarded to the respondent whose Proposal will be most advantageous to COUNTY, as determined by the evaluation factors listed herein and by the recommendation of the Selection Committee with approval of the Commissioners' Court.
- B. COUNTY reserves the right to reject any or all Proposals and to waive informalities and irregularities in Proposals received.
- C. COUNTY may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of COUNTY.
- D. Subsequent to receipt and evaluation of Proposals, COUNTY reserves the right to accept one or more proposals or reject any or all proposals.
- E. COUNTY will require the SELECTED BROKER to enter into a Contract with the COUNTY, by no more than ten (10) days after Commissioners' Court award. No work shall commence until the contract document is signed and BROKER provides the necessary evidence of insurance as required in the RFP. Contract documents are not binding on COUNTY until approved as to form by the County Attorney.
- F. COUNTY's official representative during the RFP process is the COUNTY's Risk Manager and/or a designee.
- G. It is expressly understood and agreed that BROKER and all persons designated by it to provide services in connection with the Contract is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that the COUNTY shall in no way be responsible for the BROKER's actions. Neither party hereto has authority to bind the other or to hold out to third parties.

IX. RESTRICTIONS ON COMMUNICATION

- A. After the RFP has been issued, BROKERS are prohibited from communicating with the COUNTY staff regarding the RFP or Proposals, with the following exceptions:
 - The Risk Manager, in writing, prior to 2:00 p.m. on December 21, 2009.
- B. The COUNTY shall not schedule meetings with representatives of any BROKER to discuss Proposals and BROKER shall not contact County employees to explain, clarify or discuss their Proposals before an award has been made, except as set out in

this section. Violation of this provision may lead to disqualification from consideration.

- C. The COUNTY reserves the right to contact any BROKER for clarification after responses are opened and/or to further negotiate with any BROKER if such is deemed appropriate by the COUNTY.

X. INSURANCE AND INDEMNITY PROVISIONS

- A. Prior to approval of a Contract, BROKER shall furnish an original completed Certificate(s) of Insurance to the COUNTY’s Risk Management Division, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed directly from the agent to the COUNTY. The COUNTY shall have no duty to pay or perform under that Contract until such certificate shall have been delivered to the Risk Management Division and no officer or employee shall have authority to waive this requirement.
- B. The COUNTY reserves the right to review the insurance requirements of this section during the effective period of the Contract and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the COUNTY’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the COUNTY allow modification whereupon the COUNTY may incur increased risk.
- C. A BROKER’s financial integrity is of interest to the COUNTY, therefore, subject to BROKER’s right to maintain reasonable deductibles in such amounts as are approved by the COUNTY, BROKER shall obtain and maintain in full force and effect for the duration of the Contract, and any extension hereof, at BROKER’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the COUNTY, in the following types and amounts:

	<u>TYPE</u>	<u>AMOUNT</u>
1.	Workers’ Compensation Employers’ Liability	Statutory \$500,000/\$500,000/\$500,000
2.	Commercial General (public) Liability Insurance to include coverage for the following:	
	a. Premises/Operations	Combined <u>S</u> ingle <u>L</u> imit
	b. Independent contractors	for <u>B</u> odily <u>I</u> njury and
	c. Products/completed operations	<u>P</u> roperty <u>D</u> amage of

- | | |
|---|--|
| d. Personal Injury | \$1,000,000 per occurrence |
| e. Contractual liability | or its equivalent with a |
| | \$2,000,000 Aggregate. |
| | |
| * 3. Business Automobile Liability | |
| a. Owned/leased vehicles | <u>C</u> ombined <u>S</u> ingle <u>L</u> imit for |
| b. Non-owned vehicles | <u>B</u> odily <u>I</u> njury and <u>P</u> roperty |
| c. Hired vehicles | <u>D</u> amage of \$1,000,000 per |
| | Occurrence. |
| | |
| 4. Insurance Agents and Brokers
Errors and Omissions Insurance
(Claims made form) | \$5,000,000 per
claim / aggregate |

* If applicable

D. The COUNTY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the COUNTY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the COUNTY, the BROKER shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof.

E. BROKER agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the COUNTY and its officers, employees, volunteers and elected representatives as additional insureds as respect to operations and activities of, or on behalf of, the named insured performed under contract with the COUNTY, with the exception of the Workers' Compensation and Professional Liability policies;
- The BROKER's insurance shall be deemed primary with respect to any insurance or self insurance carried by Jefferson County for liability arising out of operations under the contract with the County;
- Provide for an endorsement that the "other insurance" clause shall not apply to the County where COUNTY is an additional insured shown on the policy; and
- Workers' Compensation and Employers' Liability policy will provide a waiver of subrogation in favor of the COUNTY.

- F. BROKER shall notify the COUNTY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the COUNTY at the following address:

**Jefferson County
Risk Management Division
Attention: Kim Isaacs, Insurance & Benefits Manager
215 Franklin, Suite 202
Beaumont, Texas 77701**

- G. If BROKER fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the COUNTY shall have the right to order BROKER to stop work hereunder, and/or withhold any payment(s) which become due, to BROKER hereunder until BROKER demonstrates compliance with the requirements hereof.
- H. Nothing herein contained shall be construed as limiting in any way the extent to which BROKER may be held responsible for payments of damages to persons or property resulting from BROKER's or its subcontractors' performance of the work covered under this agreement.
- I. **BROKER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the COUNTY and the elected officials, employees, officers, directors, volunteers and representatives of the COUNTY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury or death and property damage, made upon the COUNTY, directly or indirectly arising out of, resulting from or related to BROKER's activities under this CONTRACT, including any acts or omissions of BROKER, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the COUNTY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF COUNTY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF COUNTY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BROKER**

shall promptly advise the COUNTY in writing of any claim or demand against the COUNTY or BROKER known to BROKER related to or arising out of BROKER's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at BROKER's cost. The COUNTY shall have the right, at its option and at its own expense, to participate in such defense without relieving BROKER of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this contract, that the INDEMNITY provided for in this section (Section 10), is an INDEMNITY extended by BROKER to INDEMNIFY, PROTECT and HOLD HARMLESS the COUNTY from the consequences of the COUNTY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the COUNTY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the COUNTY is the sole cause of the resultant injury, death, or damage. BROKER further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE COUNTY AND IN THE NAME OF THE COUNTY, any claim or litigation brought against the COUNTY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

XI. SUBMISSION OF PROPOSALS

- A. Seven (7) copies of the Proposal, signed in original ink, shall be enclosed in a sealed envelope. BROKER shall show the name and address of BROKER with the Proposal Name **"INSURANCE BROKER OF RECORD"** and the Proposal Number **"RFP 09-180/KJS"** clearly marked on the face of the envelope. All Proposals are due in the Purchasing Office no later than 11:00AM CST on **January 6, 2010**. Any Proposal received after this time will not be considered. Please mail or deliver your Proposal to:

**Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701
Attn: Deborah L. Clark**

- B. All provisions in BROKER's Proposal, including any estimated or projected costs, shall remain valid for 90 days following the deadline date for submissions or, if a Proposal is accepted, throughout the entire term of the Contract.
- C. All Proposals become property of the COUNTY upon receipt and will not be returned. Any information deemed to be confidential by BROKER should be clearly noted on the page or pages where confidential information is contained; however, the COUNTY cannot guarantee that it will not be compelled to disclose all or part of any

public record under the Texas Public Information Act, since information deemed to be confidential by BROKER may not be considered confidential under Texas law.

- D. Any cost or expense incurred by BROKER related to this RFP process, including preparation time hereof, shall be borne at BROKER's sole expense.

XII. SCHEDULE OF EVENTS- (Tentative)

December 14, 2009	RFP Commissioners Court Approval
December 21, 2009	Questions due 2:00 p.m. CST
January 6, 2010	Proposals Due 2:00 p.m. CST
January 18, 2010	Interviews, if deemed necessary
January 25, 2010	Contract Awarded by Commissioners' Court

XIII. RESERVATION OF RIGHTS

- A. The COUNTY reserves the right to:

1. Reject any and all Proposals received.
2. Issue a subsequent RFP.
3. Cancel the entire RFP.
4. Remedy technical errors in the RFP process.
5. Negotiate with any, all or none of the Respondents to the RFP.
6. Accept the Written Proposal as an offer.
7. Waive informalities and irregularities.
8. Accept one or more Proposals.

Release of this RFP does not commit the COUNTY to enter into a Contract nor does it obligate it to pay any costs incurred in preparation and submission of Proposals or in anticipation of a Contract.

ATTACHMENT A
INSURANCE BROKER OF RECORD
QUALIFICATION QUESTIONNAIRE

Type of Public Entity Clients:

Number of Other Clients:

Length of Time with Agency/Company:

Length of Career in Insurance or Risk Management:

Professional/Associate Designations:

Experience:

- Years Commercial Underwriting
- Years Personal Lines Underwriting
- Years Commercial Claims
- Years Agency Account Servicing
- Years Agency Marketing Function
- Years Risk Management

7. Assistant's Qualifications:

Number of Public Entity Clients:

Number of Other clients:

Length of Time with Agency/Company:

Length of Career in Insurance or Risk Management:

Professional/Associate Designations:

Experience:

- ___ Years Commercial Underwriting
- ___ Years Personal Lines Underwriting
- ___ Years Commercial Claims
- ___ Years Agency Account Servicing
- ___ Years Agency Marketing Function
- ___ Years Risk Management

8. List Major Markets:

9. Agency/Company Qualifications:

(Note: If a company or national broker, responds for the office or branch proposed to be on this account)

Date Founded/Opened:

Total Number of Employees:

Number of Public Entity Clients:

Approximate Total Public Entity Client's Premium Volume (P&C): \$ _____

Approximate Total Premium Volume (all clients): \$ _____

Approximate Average Size of all Accounts: \$ _____

Largest Single Account: \$ _____

10. Support Services Available:

<u>Service</u>	<u>In-House Staff</u>	<u>Available Through Affiliate</u>
Claims Consulting	()	()
Claims Auditing	()	()
Risk Management Information Systems	()	()
Loss Control	()	()
Contract Bonding	()	()
Group Insurance	()	()
Life Insurance	()	()
Actuary	()	()
Training	()	()
Bid Request Development	()	()

11. Specialty Areas of Expertise:

<u>Service</u>	<u>In-House Staff</u>	<u>Available Through Affiliate</u>
Helicopter Hull & Liability	()	()
Airport Liability	()	()
Pollution Liability	()	()

Asbestos Liability	()	()
Professional Liability	()	()
Owner Controlled Insurance Programs	()	()
Excess Workers' Compensation	()	()
Self-Insured Liability Programs	()	()
Indemnification Agreements (Contracts, Leases)	()	()
Special Events Liability	()	()
Other _____	()	()
Other _____	()	()

12. List your four (4) largest Texas public entity Property & Casualty clients, including address, telephone number, contact person, length of relationship and Total Insured Value.

1. Name of Company:
 Address:
 Telephone Number:
 Contact Person:
 Length of Relationship:
 Total Insured Value (TIV):

2. Name of Company:
 Address:
 Telephone Number:
 Contact Person:
 Length of Relationship:
 Total Insured Value (TIV):

3. Name of Company:
 Address:
 Telephone Number:
 Contact Person:
 Length of Relationship:
 Total Insured Value (TIV):

4. Name of Company:

Address:
Telephone Number:
Contact Person:
Length of Relationship:
Total Insured Value (TIV):

13. List the three (3) most recent Texas public entity clients that did not renew their contracts for your services, including address, telephone number and contact person.

1. Name of Company
Address:
Telephone Number:
Contact Person:

2. Name of Company
Address:
Telephone Number:
Contact Person:

3. Name of Company
Address:
Telephone Number:
Contact Person:

14. Does the Agency/Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?

15. Is your company, its affiliates and/or subsidiaries subject to any contract that creates a conflict of interest with and/or prohibits you, your company, its affiliates and/or subsidiaries from providing broker services to Jefferson County?

Yes_____ No_____

16. Provide a statement of the company's financial responsibility and resources to undertake a contract of this magnitude. The SELECTED AGENCY/COMPANY must provide the firm's three most current year-end audited financial statements.

17. Is Agency/Company authorized and/or licensed to do business in Texas?

Yes_____ No_____

18. List amount of Errors and Omissions Insurance: Amount \$ _____
19. Provide Executive Summary (Sec. V. A. Proposal Requirements).
20. Provide completed Fee Schedule found in Attachment E.
21. Provide completed Litigation Disclosure found in Attachment F.
22. Provide relevant company brochures, annual reports and other applicable data.
23. Provide Organizational Chart (Sec. V. H. Proposal Requirements).
24. Indicate contact person whom the County can call upon concerning your proposal or setting dates for meetings.

Name:
Address:
Telephone:
FAX:

- All submissions relative to this RFP shall become the property of Jefferson County and are non-returnable.
- Any and all costs associated with the preparation of any proposal in response to this RFP shall be borne by the Respondent.
- Respondent acknowledges that all information submitted would be retained by Jefferson County and is subject to the Texas Public Information Act.
- This RFP does not commit Jefferson County to enter into a contract or provide reimbursement of any costs associated with this overall selection process. Final award of any contract is subject to Jefferson County Commissioners' Court approval.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

Name of Principal

Signature of Principal

Title of Principal

Company Name

Date

ATTACHMENT B
INSURANCE BROKER FEE SCHEDULE

**INSURANCE BROKER OF RECORD
FEE SCHEDULE**

**1. Annual Service Fee For All Services Not To Exceed:
(REQUIRED)**

Year 1:	\$ _____	Per Quarter:	\$ _____
Year 2:	\$ _____	Per Quarter:	\$ _____
Year 3:	\$ _____	Per Quarter:	\$ _____
Year 4:	\$ _____	Per Quarter:	\$ _____
Year 5:	\$ _____	Per Quarter:	\$ _____

2. Additional Services Proposed By BROKER:

Service:	Fee:	\$ _____
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Name of Principal

Signature of Principal

Title of Principal

Company Name

Date

ATTACHMENT C
LITIGATION DISCLOSURE

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for Jefferson County or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with Jefferson County or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.