



City of Coos Bay
Finance Dept.

500 Central Ave., Coos Bay, Oregon 97420 • Phone (541) 269-8915
Fax (541) 267-5912

**Request for Proposals
to Provide
Risk Management Advisor Services**

NOTICE

The City of Coos Bay is accepting Proposals for a Risk Management Advisor to perform comprehensive insurance services, excluding employee benefits and workers' comp, for a three (3) year period with an option to extend for an additional two (2) years at the City's discretion. The City invites qualified individuals or agencies to submit Proposals based upon the scope of the work contained in the RFP.

SUBMISSION OF PROPOSAL

To receive consideration, proposals must be submitted in accordance with the following instructions:

1. All proposals shall be sealed and delivered to the

City of Coos Bay
Finance Department
500 Central Avenue
Coos Bay, OR 97420
2. Submit five (5) copies of the proposal by 3:00 p.m. February 20, 2013.
3. The envelope must be clearly marked "PROPOSAL FOR RISK MANAGEMENT ADVISOR".
4. If you have any questions, please contact Susanne Baker at (541) 269-8915 or email sbaker@coosbay.org
5. The City of Coos Bay reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.

CITY OF COOS BAY RISK MANAGEMENT ADVISOR SERVICES INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS

The City of Coos Bay invites qualified individuals or firms to submit proposals to provide insurance and risk management support as described in the specifications set forth in this request for proposal. All bids are subject to the provisions and requirements of the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules. Bidders may be subject to the business license requirements of the Coos Bay Municipal Code which are available at <http://coosbay.org/uploads/forms/BusinessLicenseApplicationFormRevised10-2011.pdf>.

PROPOSAL REQUIREMENTS

Your proposal should include the following:

1. **Cover Letter.** All proposals must include a cover letter signed by a person legally authorized to bind the applicant to its Proposal. The cover letter must include the firm name, the names of local partners/principals and the number of local personnel, address, and telephone and FAX numbers of the Agency and email address of the person(s) who are authorized to represent the proposer. List two references of public entities that have similar exposures to ours:
2. **Personnel.**
 - a. The names of the partners, managers and other key staff persons who will be assigned to the City of Coos Bay's engagement.
 - b. Provide resumes' and indicate their experience in insurance claims management, insurance policy renewals, and risk management. Describe the staffing level that would be assigned to the City of Coos Bay.
 - c. Describe how you would propose to use city personnel, if at all, to assist you with the duties of Risk Management Advisor.
3. **Level of Service.** Indicate whether your firm can provide, on a quick response basis, year-round expert professional advice to the City relating to property and liability insurance matters.

Provide a supplemental list of value-added items your firm can provide which will be at no additional cost and that are not included in the scope of work.

Provide a statement detailing how your firm has worked with other municipalities to reduce risk; assisted in and/or developed policies which were subsequently adopted by the municipality to reduce risk; and/or provided coordination with the City County Insurance Services to improve efficiency in processing claims.

Provide a listing of your staff that has attended City County Insurance Services training and conferences in the past five years, including dates of the events.

4. **References.** List of Oregon local government jurisdictions your firm presently serves as Risk Management Advisor.
5. **Fees.** Provide a description of services and expenses that would be delivered by your firm; what expenses are covered under the schedule; and identify any fees and expenses that would not be covered under this schedule but may be required in order to implement the firm's program for:

Option 1. Flat Annual Fee / Full Service, AND

Option 2. Fee for Services / Hourly Rate

BACKGROUND AND SCOPE OF WORK

General Statement of Duties

Purchases and services specified insurance policies on behalf of the City. Coordinates with the Finance Director who will approve all major transactions relating to insurance.

Minimum Qualifications: Proposers must meet the following minimum requirements:

1. Be licensed in the State of Oregon.
2. Demonstrate experience with public sector accounts of similar size and scope of service.
3. Assign the City/County a broker who has a minimum of five years' experience with public sector accounts.
4. Broker shall be certified by City County Insurance Services as a Risk Management Advisor.

Scope of Work

1. Consult and meet with the Finance Director and other staff for general insurance-related issues as necessary.
2. Identify the City's risk exposures and develop risk management plan. Review City's current policy to ensure proper coverage. Provide additional proposal options for new exposures.
3. Analyze retention and transfer of risk. Work with carrier loss control and risk consultants as an advocate for the City.
4. Annually review the City's insurance program to include general and auto liability, property, employee dishonesty, and other insurance related exposures.
5. Complete annual policy renewal application, review and consult with City on process and changes, and revise schedule information as necessary. Verify issued schedules reflect all changes as requested.

6. Submit interim changes on behalf of the City and provide updated proof of insurance including vehicle id cards.
7. Assist with budget forecast for insurance related coverages including any interim changes.
8. Assist in the timely reporting and settlement of claims. Provide assistance as appropriate, i.e. meeting with the adjuster, providing photos or other loss detail, coordinating services from contractors, etc. with entity. Monitor status of claims with adjuster and entity.
9. Advocate for the City in risk management, marketing and retaining insurance coverage. Develop a detailed meeting calendar, with specific timelines, which are agreed upon between the City/County and the Agent of Record.
10. Administer the insurance policies, including review and analysis of policy terms and coverage.
11. Issue certificates of insurance as needed.
12. Develop annual insurance summary for auditors.
13. Advise and prepare written reports regarding Risk Management including updates on regulations, condition of insurance marketplace, new legal requirements, and other insurance changes. Provide general insurance education to City staff as relevant to their duties and be an available resource for them to all upon for assistance.
14. Provide consulting services in the area of insurance requirements in contracts/agreements that the City may enter into. Verify certificates and endorsements the City receives meet the contract/agreement requirements.

GENERAL INFORMATION

Interviews: Proposers may be invited to an interview with the City's Selection Committee. Selected agencies will be contacted regarding time and location of an interview.

Compliance with Rules: Proposers responding to this RFP must follow its procedures and requirements. Except as otherwise provided in the RFP, the applicable provisions of Oregon Administrative Rules Chapter 137, Division 47 shall apply to all personal service contracts of the City. Failure to comply with or complete any part of this RFP may result in rejection of your Proposal.

Schedule of Request for Proposal Events

RFP Advertised	January, 2012
Proposal Due	February 20, 2013
Selection of Finalists to be interviewed	TBA
Notice of Intent to Award	March 5, 2013
Contract Finalized	March 6, 2013
Commencement of Services	July 1, 2013

Proposal Withdrawal: Any Proposal may be withdrawn at any time before the “Proposal Due” date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the agency shall make the request. Withdrawal of a Proposal will not preclude the proposer from filing a new Proposal.

Appeals: Bidders who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the City Manager's Office within five (5) working days of the postmarked Notice of Award or disqualification. Disagreement with the process, e.g., scoring by evaluators, is not subject to appeal.

Address: City of Coos Bay
City Manager's Office
500 Central Avenue
Coos Bay OR 97420

Ownership of Documents: Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

Confidentiality of Information: All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

Public Record: All Proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all Proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

Indemnity: The Risk Management Advisor shall hold harmless, indemnify, and save the City, its officers, employees, and agents, from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the Risk Management Advisor or any of its agents, employees or representatives. The indemnity applies to both active and passive acts or other conduct.

Employment Status: Consultant shall perform the work required by this contract as an independent consultant. Although the Owners reserve the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the Owners cannot and will not control the means or manner of the Consultant's performance. The Consultant is responsible for determining the appropriate means and manner of performing the work.

Consultant represents and warrants that the Consultant is not an employee of the City of Coos Bay and meets the specific independent consultant standards of ORS 670.600. Consultant is not an officer, employee, or agent of the Owners as those terms are used in ORS 30.265.

Consultant shall be responsible for any federal or state taxes applicable to any compensation or payments paid to Consultant under this contract and, the Owners will not withhold from such compensation or payments any amounts to cover Consultant's federal or state tax obligations.

Consultant is not eligible for any Social Security, unemployment insurance, or Workers

Compensation, from compensation paid to Consultant under this contract except as a self-employed individual. Either party may cancel the written contract by giving notice, in writing, to the other party at least ninety (90) days prior to July 1 of each year.

Insurance: The insurance requirements for this are rated as a Level 2.

Specific Directives

1. General Liability shall be a per occurrence form and must cover the time for which the work is being performed.
2. Proof of insurance of not less than the amount required is to be provided. Written notice of cancellation of insurance shall be provided to the City/Agency not less than 30 days prior to the date of cancellation.
3. If the City/Agency is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this directive shall be superseded by such limits.
4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the contractor assumes full responsibility for the payment of such claim.
5. Insurance policy limits shall not be less than those listed in this directive without the consensus of the City Manager, City Attorney and the City Risk Manager of Record. Insurance policy limits may be waived at the discretion of the City/Agency. Insurance policy limits may be required to be higher based upon the City Manager's review of the specific application for which the certificate is required.
6. "Tail Coverage": If any of the required liability insurance is on a "claims made" basis, recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:
 - a. Recipient's completion of all services and the City's/Agency's acceptance of all services required under the Contract/Agreement, or
 - b. The expiration of all warranty periods provided under the Contract/Agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain "tail" coverage and the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain "tail" coverage for the maximum time period "tail" coverage is reasonably available in the marketplace for the coverage required.
7. Definitions:

Commercial General Liability: To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

Professional Liability: To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

Automobile Liability: To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

Umbrella Liability: To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies. Umbrella policies provide three functions:

1. To provide additional limits above the each occurrence limit of the insured's primary policies;
2. To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and
3. To provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.

Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

Level 2 Insurance Requirements: Professional services contracts/agreements \$50,000 and under:

<u>Commercial General Liability</u> Per occurrence	\$1,000,000
<u>Professional Errors and Omissions liability</u> Per occurrence)	\$2,000,000
<u>Workers' Compensation</u>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
<u>Automobile Liability</u> Per occurrence.	\$1,000,000
<u>Umbrella/Excess Insurance</u> Per occurrence	\$1,000,000

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown. If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract and shall be provided to the City/Agency with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be primary and non-contributory with any insurance maintained by the City/Agency and include a per project aggregate (form CG 2503 05/09 or equivalent).

Such certificate(s) and endorsement(s) shall name the City/Agency as an additional insured commercial general liability, automobile liability, and umbrella liability policies. Copies of such

endorsements or coverage enhancements **shall be attached to the certificate**. A waiver of subrogation under the workers' compensation and commercial general liability policies shall be provided. Thirty (30) days written notice shall be provided to the certificate holder prior to cancellation or significant modification of coverage. The Certificate of Insurance(s) and Endorsement(s) shall be provided to the City/Agency which will become a part of the Contract. Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the City/Agency. The City/Agency reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.