

# Municipality of Anchorage

Dave Bronson, Mayor Purchasing Department

October 11, 2022

#### REQUEST FOR PROPOSAL

#### RFP 2022P046

# **Provide Insurance Brokerage Services**

The Municipality of Anchorage is an equal opportunity employer.

Enclosed is pertinent information for use in preparing your proposal.

Pre-Proposal Conference: 2:00 P.M. Local Time, October 18, 2022

Site Visit: N/A

Questions Due: 12:00 P.M. Local Time, October 19, 2022

Proposals Due: 5:00 P.M. Local Time, October 26, 2022

**ONE SIGNED ORIGINAL**, **single sided**, **unbound**, **plus five (5) complete copies** of your proposal must be submitted. In addition to the copies, <u>a flash-drive containing a PDF copy</u> of the complete proposal, including attachments must also be provided.

If applicable, the call-in phone number for Pre-Bid Conferences is 907-343-6089. Conference lines are opened 5 minutes prior to the Pre-Bid Conference times. To attend meetings in person; you may do so at 632 W. 6<sup>th</sup> Avenue, Suite 520, Anchorage, AK 99501. FOR AUXILIARY AIDS, SERVICES, OR SPECIAL MODIFICATIONS TO PARTICIPATE PLEASE CONTACT THE PURCHASING DEPARTMENT TO REQUEST REASONABLE ACCOMMODATIONS AT 907-343-4590; OR wwpur@muni.org

The Municipality of Anchorage reserves the right to reject any and all proposals and to waive any informalities in procedures.

Sincerely,

Chris Hunter

Chris Hunter Deputy Purchasing Director

# Provide Insurance Brokerage Services RFP 2022P046

- Section 1 General Information
- Section 2 Rules Governing Competition
- Section 3 Scope of Work
- Section 4 Proposal and Submission Requirements
- Section 5 Evaluation Criteria and Process
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# 1.0 GENERAL INFORMATION

# 1.1 Purpose

The Municipality of Anchorage is soliciting proposals for Insurance Brokerage Services for its self-insured and standard insurance programs. Lines of insurance to be marketed or renewed annually by the Contractor include:

- 1. Excess Workers Compensation, Auto Liability, General Liability
- 2. Merrill Field Airport and Non-Owned Aviation Liability
- 3. Property Insurance
- 4. Fidelity Bonds
- 5. Cyber Liability (privacy/security)
- 6. Environmental Liability
- 7. Fine Arts
- 8. Crime/Employee Dishonesty

Lines to be marketed based on evaluation of price and need include:

- 1. Excess Workers Compensation, Auto Liability, General Liability
- 2. Merrill Field Airport and Non-Owned Aviation Liability
- 3. Property Insurance
- 4. Fidelity Bonds
- 5. Cyber Liability (privacy/security)
- 6. Environmental Liability
- 7. Builders Risk
- 8. Miscellaneous (i.e., Specific Project Insurance)
- 9. Fine Arts
- 10. Crime/Employee Dishonesty

Submit to the Municipality of Anchorage, by February 1 of each year, two copies of an annual and actuarial study.

# 1.2 Background

Risk Management is a division of the Municipal Manager for the Municipality of Anchorage and consists of a Risk Manager, Deputy Risk Manager/Liability Claims Adjuster, Workers Compensation Claims Coordinator, 2 Workers Compensation Claims Adjusters, and Claims Adjuster. Risk Management adjusters are licensed by the State of Alaska Division of Insurance. The Municipality of Anchorage has been self-insured for Workers Compensation, General Liability, and Auto Liability since 1976. The property program is in the standard market.

The RFP process is a negotiated procurement process whereby the Municipality of Anchorage has an opportunity to hold discussions with prospective proposers.

# 1.3 Questions

Any questions regarding this proposal are to be submitted in writing to:

# wwpur@muni.org

# For ease of identification please identify the project/title number in the subject line of any correspondence.

Purchasing Office hours of operation are: 8:00 a.m. to noon; 1:00 p.m. to 5:00 p.m. local time Monday through Friday, excluding Municipal holidays. Due to time constraints on this project, all questions regarding the scope of work should be received prior to the deadline indicated on the RFP cover letter.

# 1.4 Preparation Costs

The Municipality shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial, or otherwise) challenge to the determination of the highest ranked Proposer and/or award of contract and/or rejection of proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

# 2.0 RULES GOVERNING COMPETITION

# 2.1 Examination of Proposals

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become

fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

# 2.2 Proposal Acceptance Period

Award of this proposal is anticipated to be announced within 60 calendar days, although all offers must be complete and irrevocable for 120 calendar days following the submission date.

# 2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Contractor is publicly announced. At that time the selected proposal is open for review. After the award of the Contract, all proposals will then become public information.

# 2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on

- 1) conformance to the RFP instructions:
- 2) responsiveness to the RFP requirements; and
- 3) completeness and clarity of content.

# 2.5 Signature Requirements

<u>All proposals must be signed.</u> A proposal shall be signed: by an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; the owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. Signature on the "Letter of Transmittal" will meet this requirement.

Failure to sign the Proposal is grounds for rejection. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

# 2.6 Proposal Submission Requirements

- 2.6.1 **ONE ORIGINAL**, single sided unbound, plus FIVE (5) complete copies of the proposal must be received by the Municipality prior to the date and time specified in the cover letter. Copies may be bound, or enclosed in folders/binders as the Proposer chooses.
- 2.6.2 <u>IN ADDITION to the copies required by paragraph 2.6.1 request a flash drive containing a PDF copy of the complete proposal, including</u>

<u>attachments</u>, be <u>provided</u>. If the proposal requests a fee schedule in a separate sealed package, this flash drive which should also contain the fee schedule, and may be placed in that sealed package thereby avoiding early disclosure of fees.

- 2.6.3 All copies of the proposals are requested to be submitted in a single sealed cover which should be plainly marked as a Request for Proposal Response with the Number and Title prominently displayed on the outside of the package.
- 2.6.4 Proposals must be delivered or mailed to:

Physical Address
Municipality of Anchorage
Purchasing Department
632 W. Sixth Avenue, Suite 520
Anchorage, AK 99501

#### 2.7 News Releases

News releases by or on the behalf of any Proposer pertaining to the award resulting from the RFP shall not be made without prior written approval of the Municipal Purchasing Officer.

# 2.8 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the Municipality of Anchorage. One copy of the submitted material shall be retained for the official files of the Purchasing Department and will become public record after award of the Contract.

# 2.9 Oral Change/Interpretation

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the Municipality.

# 2.10 Modification/Withdrawal of Proposals

A Proposer may withdraw a proposal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The Proposer may thereafter submit a new proposal prior to the final submission date; or submit written modification or addition to a proposal prior to the final submission date. Modifications offered in any other manner, oral or written will not be considered. A final proposal cannot be changed or withdrawn after the submission date, except for modifications requested by the Municipality after the date of receipt and following oral presentations.

#### 2.11 Late Submissions

PROPOSALS NOT RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED IN THE COVER LETTER WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED AFTER RECOMMENDATION OF AWARD.

# 2.12 Rejection of Proposals

The Municipality of Anchorage reserves the right to reject any or all proposals if determined to be in the best interest of the Municipality.

#### 3.0 SCOPE OF WORK

- 3.1 Brokerage Services:
  - 3.1.1 The Brokerage and its agents handling Anchorage insurance issues should be licensed to conduct insurance services in Alaska and have a minimum of ten (10) years' experience in the placement of coverage unique to public entities.
  - 3.1.2 Provide annually the following insurance coverage and premium quotes ninety (90) days prior to expiration:
    - 1. Excess Workers Compensation
    - 2. Excess Auto Liability
    - 3. Excess General Liability
    - 4. Merrill Field Airport and Non-Owned Aviation Liability
    - 5. Property
    - 6. Fidelity Bonds
    - 7. Cyber Liability (privacy/security)
    - 8. Environmental Liability
    - 9. Fine Arts
    - 10. Crime/Employee Dishonesty
  - 3.1.3 Provide marketing services based on price and need for the following coverages:
    - 1. Excess Workers Compensation
    - 2. Excess Auto Liability
    - 3. Excess General Liability
    - 4. Merrill Field Airport and Non-Owned Aviation Liability
    - 5. Property
    - 6. Cyber Liability (privacy/security)
    - 7. Environmental Liability
    - 8. Builders Risk
    - 9. Fine Arts
    - 10. Crime/Employee Dishonesty

- 11. Miscellaneous (i.e., Specific Project Insurance)
- 3.1.4 Provide Anchorage by January 1 of each year, two (2) copies of a written report to include:
  - 1. Schedule of all insurance coverages currently in force showing expiration dates and annual premiums.
  - 2. Comment on all major loss prevention techniques and recommendations for implementation by an on-staff Certified Safety Professional (CSP).
- 3.1.5 Assess current conditions of insurance market for coverages and costs and provide a forecast of trends and the changes in that market for the next twelve (12) months in terms of Anchorage's insurance program. Contractor's forecast of trends will be its reasonable belief as to trends.
- 3.1.6 Make a full accounting of fees and all other compensation earned by the Contractor, including the source, in connection with the Contractor's performance under this contract. Document the actual time spent by the contractor by general task in its performance of this contract.
- 3.1.7 Make recommendations about the appropriateness of continuing the same compensation for Anchorage's insurance broker contract, including an explanation for any changes, which are proposed by the Contractor.
- 3.1.8 The Contractor shall attend three (3) formal meetings with the Administrator to review the Contractor's performance under this contract.
- 3.1.9 On or before February 1, the contractor shall submit to the Administrator an "IBNR" (Incurred But Not Reported Loss Dollar Figure) computation for Anchorage for the years 1979 through the last expired year. This computation shall be approved and signed by an actuary of the Contractor.
- 3.1.10 On or before February 1, the Contractor shall submit to the Administrator a written projection of Anchorage's expected losses for the current year and following year based upon the latest loss data available to the Contractor from Anchorage. The Contractor shall assist on any large loss when requested to do so.
- 3.1.11 The Contractor shall prepare insurance certificates and endorsements as requested by the Administrator.
- 3.1.12 The Contractor shall use its best efforts to obtain answers from the underwriters with regard to policy coverage questions as posed by the Administrator to the Contractor. Contractor shall use its best answers from the underwriters.
- 3.1.13 The Contractor shall prepare and submit special reports on specific issues, loss analysis, etc., as may be requested by the Administrator.
- 3.1.14 The Contractor shall review certain contracts, leases, and other agreements designated by the Administrator for adequacy of

- insurance, assumption of liability, and other Risk Management issues identified by the Administrator. Contractor shall not render any legal advice in connection with its review of contracts.
- 3.1.15 The Contractor shall assist in the preparation and/or handling of all first party insurance claims made by Anchorage as may be requested by the Administrator.
- 3.1.16 The Contractor shall monitor and use its best efforts to ensure timely issuance of all policies and endorsements to be obtained on behalf of Anchorage and submit the originals of such documents to the Administrator.
- 3.1.17 Contractor will manage insurance premium invoices for all brokered policies as well as accept and distribute payment for same.

# 4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed twenty (20) pages in length (excluding letter of transmittal, resumes, title page(s), index/table of contents, attachments, or dividers). Information in excess of those allowed will not be evaluated/scored. One page shall be interpreted as one side of single-spaced, typed, 8 1/2" X 11", piece of paper.

# 4.1 Title Page

Show the RFP number and subject, the name of your firm, address, telephone number(s), name of contact person, and date.

#### 4.2 Table of Contents

Clearly identify the materials by section and page number.

- 4.3 Letter of Transmittal (Limited to two (2) pages).
  - 4.3.1 Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.
  - 4.3.2 Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.
  - 4.3.3 The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.

# 4.4 Experience

4.4.1 Detail the firm's experience in the same or similar areas of expertise, stability, and its adaptability to providing the required services.

4.4.2 Provide at least three (3) references on a nationwide basis and three (3) references within Alaska for which your firm has provided the same or similar services. Include a point of contact, telephone number, and a brief description of the services provided.

# 4.5 Primary Account Representatives

Provide detailed information on the qualifications and experience of the Primary Account Representatives as they relate to the required services. Provide details of each representative's background, education, experience, and average number of accounts of the representatives to be assigned to the account.

# 4.6 Key Project Staff and Subconsultants

Identify key project staff and subconsultants expected to provide services on behalf of the firm. Resumes should be included for each of the individuals and subconsultants referenced

#### 4.7 Available Resources

Provide information on resources available to your firm, which indicates that you have access to the services necessary to perform the work.

#### 4.8 Contractor Location

Describe the firm's location where the primary services are to be provided and the ability to meet in person with Department personnel when required during the performance of the contract.

# 4.9 Project Methodology and Approach

Provide detailed information on the firm's methodology in meeting the scope of work requirements identified in Section 3. Describe overall approach to include any special considerations that may be unique to the Municipality of Anchorage or the Alaska environment.

#### 4.10 Cost

Provide a lump sum cost for all services required in Section 3. Please include this with your RFP under a separate cover using the Cost Worksheet (Attachment – B).

# 5.0 EVALUATION CRITERIA AND PROCESS

#### 5.1 Criteria

The criteria to consider during evaluations, and the associated point values, are as follows:

1. Experience	35 points
2. Primary Account Representatives	20 points
3. Methodology/Approach	20 points
4. Cost	20 points
5. Contractor Location	5 points (cannot exceed 5 points)

Total Points Available 100 points

# 5.2 Qualitative Rating Factor

Firms will be ranked using the following qualitative rating factors for each RFP criteria:

- 1.0 Outstanding
- .8 Excellent
- .6 Good
- 4 Fair
- .2 Poor
- -0- Unsatisfactory

The rating factor for each criteria category will be multiplied against the points available to determine the total points for that category.

EXAMPLE: For the evaluation of the experience factor, if the evaluator feels the response as provided was "Good" they would assign a "qualitative rating factor" of .6 for that criterion. The final score for that criterion would be determined by multiplying the qualitative rating factor of .6 by the maximum points available (30) and the resulting score of 18 would be assigned to the criterion. This process would be repeated for each criterion.

#### 5.3 Quantitative Evaluation Criterion

The award of the "cost" points will be determined by the calculation shown below. The lowest cost proposal will receive the maximum number of points awarded for the "cost" criteria:

Lowest cost proposal x Maximum # points for category

Cost of proposal being scored



Method used to convert Total Cost to Points (30 Points Maximum)

# [STEP 1]

List all proposal costs.

Proposer #1 - \$40,000

Proposer #2 - \$45,000

Proposer #3 - \$48,000

# [STEP 2]

The RFP awards a maximum of 30% (30 points) of the total of 100 points for fee schedule.

# Proposer #1 receives 30 points.

Proposer #1 receives 30 points (the max) because they submitted the lowest cost proposal.

Proposer #2 receives 26.7 points.

\$40,000 x 30 \$45,000

Proposer #3 receives 25.0 points.

\$40,000 x 30 \$48,000

# NOTE IF YOU ELECT TO USE SECTION 5.3 MAKE SURE THAT THE RESULTING SCORES ON EVALUATIONS ARE MATHEMATICALLY POSSIBLE.

# 5.4 Evaluation Process

A committee of individuals representing the Municipality of Anchorage will perform an evaluation of the proposal(s). The committee will rank the proposal(s) as submitted. The Municipality of Anchorage reserves the right to award a contract solely on the written proposal.

The Municipality also reserves the right to request oral interviews with the highest ranked firms (short list). The purpose of the interviews with the highest ranked firms is to allow expansion upon the written responses. If interviews are conducted, a maximum of three 3) firms will be short-listed. A second score sheet will be used to score those firms interviewed. The final selection will be based on the total of all evaluators' scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first. The highest ranked Proposer after the second scoring, if performed, may be invited to enter into final negotiations with the Municipality for the purposes of contract award.

# **6.0 SELECTION PROCESS**

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the Municipality of Anchorage. If an agreement cannot be reached, the second highest Proposer may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, the Municipality reserves the right to terminate negotiations with any Proposer should it be in the Municipality's best interest. The Municipality of Anchorage reserves the right to reject any and all proposals submitted.

#### 7.0 SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS

In addition to carefully reading all of the information in the RFP, all Proposers must carefully read and review the attached sample contract (ATTACHMENT A). The successful Proposer shall be required to enter into a Contract with the Municipality of Anchorage, which will be substantially similar to the sample.

Therefore, the Proposer must make any proposed changes to the sample Contract that the Proposer desires. All changes must be made legibly and conspicuously on and include two copies of changes attached with the Original Proposal. This may be in a sealed envelope if desired. Page(s) on which the change(s) appear must be tabbed as to be easily identified. The Proposer must also provide the rationale for all changes.

IF NO CHANGES ARE MADE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SAMPLE CONTRACT. IF THE RESPONDENT MAKES CHANGES, SUCH CHANGES WILL BE CONSIDERED IN ANY NEGOTIATIONS WITH THE MUNICIPALITY OF ANCHORAGE. CHANGES MADE TO THE SAMPLE CONTRACT SHALL NOT BE CONSIDERED DURING PROPOSAL EVALUATIONS.

#### 8.0 ATTACHMENTS

Attachment A – Sample Contract Attachment B – Cost Worksheet