



# TOWN OF WESTON

## REQUEST FOR PROPOSALS FOR RISK MANAGEMENT & INSURANCE BROKERAGE SERVICES

**RESPONSES DUE BY 12:30 PM (EST) ON May 18, 2018**

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### **I. GENERAL INFORMATION**

- A) Purpose: The Town of Weston and Weston School District (hereinafter referred to as “Weston”) is seeking a skilled and knowledgeable firm (hereinafter referred to as “Consultant”) to serve as insurance broker and risk manager with respect to Liability, Auto, Property, Worker’s Compensation, and related coverages.
- B) Background: Weston is a AAA-rated town in Fairfield County, Connecticut. Its 10,150 residents enjoy a lack of commercial development, a tremendously safe environment, substantial open space, and a nationally recognized school system.
- C) Inquiries: All inquiries relevant to this RFP are to be emailed to both Town Administrator Jonathan Luiz at [jl Luiz@westonct.gov](mailto:jl Luiz@westonct.gov) and School District Director of Finance and Operations Richard Rudl at [RichardRudl@westonps.org](mailto:RichardRudl@westonps.org)
- D) Term: Weston intends to award the successful respondent a three year contract with the option for a two-year renewal. The successful respondent will be expected to commence services on 7/1/2018.
- E) RFP Revisions and Addenda: Will be posted at <http://www.westonct.gov/rfps>
- F) Incurring Costs: Weston will not be liable for any costs incurred by a person or firm that responds to this RFP
- G) Freedom of Information: All proposals received by Weston in response to this RFP will be retained and are subject to public disclosure.
- H) Rejection of Proposals: Weston reserves the right to reject any and all proposals.
- I) Non-mandatory pre-bid conference: A non-mandatory pre-bid conference will be held on Friday, April 27, 2018 at 11 am at the Weston Town Hall Meeting Room, 56 Norfield Road, Weston, Connecticut 06883.
- J) Current coverage: Weston currently purchases insurance from the Connecticut Interlocal Risk Management Agency (CIRMA), Hanover Insurance Group, Ace Group, Fireman’s Fund, Landmark American, and Philadelphia Insurance Companies. Information related to current coverage is attached to this RFP.

## II. SCOPE OF SERVICES

- A) On an annual or as-needed basis, solicit proposals from qualified insurance carriers for the following coverage in the following areas: • Workers Compensation • General liability • Personal injury & Advertising Injury • Medical payments • Automobile liability • Employee benefits liability • Law enforcement liability • Public Officials liability • School leaders liability • Excess liability • Automobile Physical Damage • Property • Equipment breakdown • Crime • Commercial Umbrella • Local Officials Bond • Professional Liability for School Medical Advisers • Premises Pollution • Student Accident.
- B) Evaluate, negotiate and recommend proposals received from carriers.
- C) Ensure follow-through on all negotiated contractual arrangements between Weston and its insurance carriers, including obtaining policies and/or endorsements, and delivering confirmation of coverage.
- D) Provide Weston with invoices, except in the case of direct billing by insurers. Remit premiums to insurers and, where applicable, remit taxes and fees to the relevant authorities, following receipt thereof from Weston.
- E) Review policies and endorsements for conformity with agreed terms and coverages.
- F) Provide information on new insurance programs, more cost-effective products and funding options, and future trends in insurance.
- G) Provide coverage summaries.
- H) Issue certificates or memoranda of insurance and/or auto identification cards.
- I) Meet quarterly with the Weston Safety and Health Committee, Weston Board of Education Safety Committee and on an as-needed basis with the Insurance Advisory Committee, School District Director of Finance and Operations, Town Administrator, and Finance Director to monitor and enhance the loss control program.
- J) Provide a monthly claim analysis for Workers' Compensation, Liability, Automobile and Property claims.
- K) Resolve day-to-day issues concerning claims and coverage.
- L) Provide best practices concerning records retention and privacy obligations.
- M) Review certificates of insurance and contracts provided by vendors to Weston. Recommend coverage and risk transfer options, including indemnification.

- N) The successful bidder shall not employ any subcontractor to fulfill without express, prior written approval of the Weston.

### **III. PROPOSAL REQUIREMENTS**

- A) Proposals must constitute a complete response to this RFP, including the utilization of the Fee Proposal Form provided in this document (see page 6).
- B) Proposals must be contained on a USB flash drive and delivered in a sealed envelope. No emailing.
- C) Proposals must be received at the following address no later than 12:30 p.m. on May 18, 2018: Weston Town Administrator, RFP for EE Benefits Broker, 56 Norfield Road, Weston, CT 06883. Proposals received will be opened publically on May 18, 2018 at 12:31 p.m. in the Town Hall Meeting Room.
- D) Proposals must briefly explain the Respondent's abilities and qualifications.
- E) Proposals must include list of at least ten clients the Respondent has provided broker/consultant services to over the last three years. Weston strongly prefers references from Connecticut municipal governments and Connecticut school districts. Please also include the name, telephone number and email address of the main contact for each reference.
- F) Proposals must contain resumes of key personnel to be assigned to Weston.
- G) Proposals must contain a description of any and all law suits, judgments entered or claims made against the Respondent during the last five years. In addition, state whether during the past five years the Respondent has been suspended from bidding or entering into any government contract.
- H) Proposals must contain copies of current State of Connecticut Certified Insurance Consultant and Producer licenses.

### **IV. OTHER REQUIREMENTS**

- A) Proposals must contain a current Insurance Certificate indicating the respondent's insurance coverage. The Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the contract with Weston the following insurance coverage covering the Consultant and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the Consultant's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the Consultant's Certificate of Insurance. All Carriers are subject to approval by the Town. Minimum limits and requirements are as follows:
- i. Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

ii. Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000 Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

iii. Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000

iv. Errors and Omissions Liability or Professional Services Liability Policy

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$3,000,000 each occurrence or per claim. The Town, its employees and agents shall be named Additional Insured for this specific Project. The certificate shall specify that the Town and Board of Education shall receive 30 days advance written notice of cancellation or non-renewal specific to this Project.

- The Consultant shall agree to maintain continuous professional liability coverage for the duration of its agreement with Weston, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of its agreement.

- The Consultant shall provide a Certificate of Insurance as “evidence” of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

- The Consultant shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Consultant shall provide the Town copies of any such Policies upon request.

The above insurance requirements are the Town's general requirements. Insurance requirements with the awarded respondent are subject to final negotiations.

- B) To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless Weston and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Consultant's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Consultant, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Consultant to perform or furnish either of the services, or anyone for whose acts the Consultant may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. As to any and all claims against Weston or any of its consultants, agents or employees by any employee of Consultant, by any person or organization directly or indirectly employed by Consultant to perform or furnish any of the work, or by anyone for whose acts Consultant may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Consultant under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

#### **IV. SELECTION PROCESS**

- A. Review: All proposals will be reviewed by Weston staff.
- B. Criteria: Proposals will be evaluated based on what is deemed to be in the best interests of Weston, including such factors as the bidder's experience providing services to Connecticut municipalities and school districts, clarity and creativity of the proposal, references, the persons to be assigned to the project by the bidder, and total cost. Cost will not be the sole factor in evaluating bids.
- C. Interviews: A short list of finalists will be developed. Respondents making the short list will be interviewed by Weston staff and appointed officials.
- D. Negotiation: Weston reserves the right to negotiate with Respondents in any manner necessary to best serve the interests of Weston. If Weston fails to reach an agreement with any Respondent, then Weston may reinstitute the RFP process.



# TOWN OF WESTON

## REQUEST FOR PROPOSALS FOR RISK MANAGEMENT & INSURANCE BROKERAGE SERVICES

### FEE PROPOSAL FORM

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**Directions:** Complete this form in full. Note that Weston's contract will be awarded on a fee basis and that any and all fees will be paid directly from Weston. No commissions, fees, payments may be accepted by your and/or the company you represent in consideration of the performance of services to and on behalf of Weston.

Total fees for services provided from 7/1/18 – 6/30/19: \_\_\_\_\_

Total fees for services provided from 7/1/19 – 6/30/20: \_\_\_\_\_

Total fees for services provided from 7/1/20 – 6/30/21: \_\_\_\_\_

Total fees for services provided from 7/1/21 – 6/30/22: \_\_\_\_\_

Total fees for services provided from 7/1/22 – 6/30/23: \_\_\_\_\_

By signing below, I acknowledge and accept the fact that Weston's contract award will be awarded on a fee basis and that any and all fees will be paid directly from Weston. I understand that no commissions, fees, payments may be accepted by me and/or the company I represent in consideration of the performance of services to and on behalf of Weston. I understand that this offer of services shall remain valid for a period of at least ninety (90) days from the date this RFP is due to Weston. I have read, understand, and have no objection to the scope of services contained in the RFP for Employee Benefits Broker. I submit this proposal in good faith and without collusion with any other person, individual or firm.

Name and Address of Respondent: \_\_\_\_\_

\_\_\_\_\_

Name, Title and Contact Information (phone, email) of Authorized Representative:

\_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date of Signature: \_\_\_\_\_



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#### **IV. SELECTION PROCESS**

- A. Review: All proposals will be reviewed by Weston staff.
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Name and Address of Respondent: \_\_\_\_\_

\_\_\_\_\_

Name, Title and Contact Information (phone, email) of Authorized Representative:

\_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date of Signature: \_\_\_\_\_