



# Request for Proposal

**RFP # 21-095**

---

## Request for Proposals for

Property and Casualty Insurance Broker and Risk Management Consulting Services

---

Wake County, North Carolina  
P.O. Box 550  
Raleigh, North Carolina 27602

Proposals are due December 9, 2021 before  
3:00 pm local time.



# Table of Contents

## 1.0 Introduction

- 1.1 Introduction.....
- 1.2 County Overview.....
- 1.3 General Proposal Requirements .....

## 2.0 General Submittal Requirements

- 2.1 Proposal Contact .....
- 2.2 Proposal Submittal Requirements .....
- 2.3 Proposer Expenses .....
- 2.4 Interpretations, Discrepancies and Omissions.....
- 2.5 Tentative Schedule .....
- 2.6 Award .....
- 2.7 Non-disclosure of County Information .....
- 2.8 Retention of Proposer Material.....

## 3.0 General Terms and Conditions

- 3.1 Certification.....
- 3.2 Conflict of Interest .....
- 3.3 Assignment .....
- 3.4 Indemnification .....
- 3.5 Independent Contractor.....
- 3.6 Payment .....
- 3.7 Insurance.....
- 3.8 Governing Law .....
- 3.9 Confidential Information/Public Records Law .....
- 3.10 Compliance with Laws and Regulations.....
- 3.11 Acceptance .....
- 3.12 Additional Services .....
- 3.13 E-Verify.....
- 3.14 Iran Divestment Act.....

## 4.0 Specific Submittal Requirements

- 4.0 Qualifications.....
- 4.1 Requirements of Proposals.....

## 5.0 Evaluation Criteria

- 5.1 Selection Participants .....
- 5.2 Evaluation of Proposals.....

# 1 Introduction

## 1.1 Introduction

Wake County, North Carolina (“The County”) is seeking proposals from established, qualified insurance brokers for placement of the County’s property and excess casualty insurance program and the provision of risk management consulting services. Throughout this request for proposals (“RFP”), the “Proposer” refers to qualified firms that submit Proposals and the “Broker” refers to the Proposer who is selected to provide the services described within this RFP.

## 1.2 County Overview

Wake County is the most populous County in North Carolina and consists of 12 municipalities including Raleigh, the County seat and State capitol. The County’s population is estimated at 1.1 million residents. For more information about Wake County in general please visit the County web site at: [www.wakegov.com](http://www.wakegov.com).

## 1.3 General Proposal Requirements

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By submitting a proposal, Proposers acknowledge that:

1. The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.
2. Proposals will be received by Wake County Government until the time noted on the cover page of this document. At that point, Wake County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.
3. Wake County, solely at its option, may disclose the name(s) of any firms or companies being considered or elevated during the process. Proposers are not to contact any county staff or elected official in reference to the process due to the nature of a competitive environment and to protect the integrity of the RFP process. As information becomes available and is relevant for release, that information will be shared with respondents.

## 2 General Submittal Requirements

### 2.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof is issued by Wake County Procurement Services in accordance with North Carolina General Statutes on behalf of the County. Proposal responses should be directed to Procurement Services, specifically to the Purchasing Manager, as outlined below. In regard to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. ***Any attempt by a Proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.***

**Proposal Contact:**

Melissa England, Purchasing Manager  
[Melissa.England@wakegov.com](mailto:Melissa.England@wakegov.com)  
919-856-6327

### 2.2 Proposal Submittal Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package.

Five (5) copies and an electronic version on USB shall be submitted to the address shown below.

**Mailing Address:**

Melissa England, Purchasing Manager  
Wake County Finance Dept - Procurement Services  
Wake County Justice Center, 2<sup>nd</sup> Floor – Ste 2900  
301 S. McDowell Street  
Raleigh, NC 27601

The County must receive proposals before 3:00 PM on December 9, 2021. *The Proposer's name, RFP number, and proposal closing time and date must be marked clearly on the proposal submission.* The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) Ensure that the response is received at the correct location and time. Late responses,

regardless of delivery means, will not be accepted. Fax or email responses will not be accepted.

### **2.3 Proposer Expenses**

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

### **2.4 Interpretations, Discrepancies and Omissions**

Should any Proposer find discrepancies, omissions or ambiguities in this RFP, the Proposer must at once request in writing an interpretation from proposal contact listed in Section 2.1. The deadline for submitting questions is November 19, 2021 by 5:00 PM. All questions will be answered to the extent possible in the form of addenda to the specifications. The addenda will be available by November 30, 2021 on the County's website. All written requests for clarification should be addressed to the attention of Melissa England. Failure to request an interpretation will be considered evidence that the Proposer understands the provision of the RFP.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. It is the County's intent not to issue any addenda after November 30, 2021.

### **2.5 Tentative Schedule**

<b>Date</b>	<b>Event</b>
November 9, 2021	RFP Issued
November 19, 2021 by 5:00 pm	Deadline for Question Submission
November 30, 2021	Issue Addenda (answer questions)
December 9, 2021	RFP Responses Due – BEFORE 3pm
<b>TBD</b>	Award Notification Date

### **2.6 Award**

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such

circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

## **2.7 Non-disclosure of County Information**

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

## **2.8 Retention of Proposer Material**

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

# **3 General Terms and Conditions**

## **3.1 Certification**

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

## **3.2 Conflict of Interest**

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any

interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

### **3.3 Assignment**

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

### **3.4 Indemnification**

The Consultant will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Consultant or their employees or agents, while performing duties under this Agreement, provided that the County gives the Consultant prompt, written notice of any such claim or suit. The County shall cooperate with Consultant in its defense or settlement of such claim or suit. This section sets forth the full extent of the Consultant's general indemnification of the County from liabilities that are in any way related to Consultant's performance under this Agreement.

### **3.5 Independent Contractor**

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

### **3.6 Payment**

Payment for the services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Consultant must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

### **3.7 Insurance**

Proposers shall obtain, at their sole expense, all insurance required in the following paragraphs and provide certification thereof to Wake County's Finance Department prior to the provision of services.

Workers' Compensation Insurance, with limits for Coverage A: Statutory-State of North Carolina, and Coverage B: Employers Liability-\$500,000 each accident, disease policy limit and disease Each Employee.

Commercial General Liability, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial Automobile Liability, with limits of no less than \$1,000,000 per accident for any vehicle used during performance of services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is necessary only if vehicles are used in the provision of services.

Professional Liability Insurance, with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

Fidelity/Employee Crime Insurance, with limits sufficient to cover the loss of County funds held by Broker on behalf of the County.

Consultant shall be responsible for providing the Wake County Finance Department with 30-day notice of insurance policy cancellation or non-renewal during the term of the agreement and for three years subsequent for any claims made coverage.

Response to this RFP indicates the ability to procure the coverages specified above. If the Proposer does not meet the insurance requirements above, alternate insurance coverage satisfactory to Wake County may be considered. Any request for consideration of alternate coverage must be presented within Proposer's response to this RFP

### **3.8 Governing Law**

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

### **3.9 Confidential Information/Public Records Law**

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. **Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.**

### **3.10 Compliance with Laws and Regulations**

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material,

quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

### **3.11 Acceptance**

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

### **3.12 Additional Services**

The County reserves the right to negotiate additional services with the Vendor at any time after initial contract award.

### **3.13 E-Verify**

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

### **3.14 Iran Divestment Act**

By signing this agreement, accepting this contract/purchase order, or by submission of any bid, proposal, etc, vendor/contractor certifies that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. In addition, any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

## 4 Specific Submittal Requirements

### 4.0 Qualifications

1. Broker shall be licensed by, and in good standing with, the State of North Carolina Department of Insurance; licenses shall be for all lines of property and casualty insurance.
2. Broker shall be experienced in *public entity* property and casualty insurance and risk management services with the ability to provide expert, efficient, effective, and reliable services to the County.
3. Broker shall have extensive and continuous relationships with the insurance markets necessary to provide the County with superior insurance alternatives that meet the County's needs and are favorably priced relative to the risk and the current market. Broker shall have access to and will obtain coverage from carriers with at least five years' experience providing insurance coverage to public entities.
4. Broker shall provide continuity of services by assigning a primary broker and a back-up broker who are:
  - a) knowledgeable in the principles and practices of insurance, self-insurance, and risk management, specifically for public entities,
  - b) familiar with the County as a risk,
  - c) accessible to the County on short notice, and
  - d) thoroughly knowledgeable and competent in insurance issues to provide superior services to the County.
5. Broker shall maintain the highest integrity in business relationships and practices, and shall make full and timely disclosure to the County of any conflicts of interest. Broker shall become familiar with state statutes regarding gifts and favors for public officers and employees, and shall adhere to those standards in the conduct of County business.
6. Broker shall be insured for general liability, auto liability, professional liability, and workers' compensation; Broker shall be responsible for all funds handled by Broker on behalf of the County and shall carry fidelity bond/crime coverage sufficient to cover any losses of this nature.
7. Broker shall not sub-contract these services.
8. Broker shall monitor the County's current program of insurance and excess insurance policies and public official bonds and recommend appropriate or advantageous changes if available alternatives are favorable and/or cost effective. This includes review of the County's medical professional liability policies and the current markets for this coverage if requested. Broker will advise of developments in available coverages that could be beneficial to the County and will work with the County on the County's requests regarding additional coverages. Broker will pursue policy terms and conditions that are favorable to the County.
9. Renewals shall be placed in a timely manner, in order to meet the County's internal time requirements and to assure continuous coverage. Broker will provide the County with the A.M. Best rating of each carrier for which a coverage proposal is presented. Broker will provide a summary of insurance with each renewal, comparing terms and pricing with the expiring policies and highlighting any changes in terms or coverage.
9. Broker shall maintain office hours at least consistent with the County's core business hours (M-F 8:30am – 5:15pm). Alternatives to maintaining these core business hours will be considered if they include provisions for responding to inquiries within one business day.

10. Broker shall keep written records of marketing efforts and shall make this information available to the County.
11. Brokers' recommendations to purchase insurance shall be made in writing and shall be sufficiently detailed to explain alternatives and support the recommended decision.
12. The County wishes to contract broker services for a three-year term with two one-year optional renewals (at the County's option), for a total contract term of up to five years. At the end of the five-year period, or earlier if annual renewal is not executed, the County will use a competitive process to solicit broker services if such services are required at that time.
13. Broker shall provide a description of its commitment to transparency and provide full disclosure of all fees, commissions, and income to be derived from services to the County.
14. In addition to insurance brokerage services, the County requires:
  - a. Risk Management Consulting services, particularly for public entities in North Carolina, including assistance with development of insurance requirements for vendor contracts and advice regarding contract insurance clauses.
  - b. Loss Control Services consisting of reviewing underwriter/carrier recommendations and evaluating hazards facing the County, including periodic site visits if needed.Broker shall describe its risk management consulting and loss control services and shall indicate any additional associated costs.

#### 4.1 Requirements of Proposals

When providing information relevant to each requirement below, consideration should be given to the following: Wake County has a population of 1.1 million. The County has approximately 4,000 employees and a Fiscal Year 2022 General Fund Operating Budget of approximately \$1.57 billion. The County's insured property values are approximately \$1 billion, which includes libraries, office buildings, court facilities, emergency and law enforcement facilities, park complexes, human services/public health centers, solid waste management facilities, and an animal shelter. The County is a self funded public entity and contracts with a Third Party Administrator (TPA) for the handling of workers' compensation claims. Additional details about the County and its operations can be found at [www.wakegov.com](http://www.wakegov.com).

1. Proposals shall include a statement acknowledging that Broker meets all Qualifications in Section 4.0 above and shall include details where needed.
2. Proposals shall include an explanation of all costs for which the County will be responsible, broken down by year (Year 1, Year 2 renewal, Year 3 renewal, Year 4 renewal, Year 5 renewal). Only fee-based compensation will be considered.
3. Proposals shall include the qualifications of the firm as well as the team of individuals who will be working directly with the County, including qualifications, professional certifications or designations, and relevant public entity experience.
4. Five client references are required, preferably from comparable government entities. Please provide the entity name, mailing address, and contact information for the person the County may contact.
5. Proposals shall include an assessment of the County's current insurance program and any suggested alternatives, **without approaching markets**. At this time, prospective Brokers are not authorized to approach insurers on behalf of the County. Failure to comply with this condition will subject Broker to immediate disqualification from further consideration. Attached is an outline of the County's current insurance program.

6. The majority of the County's current insurance policies have an expiration date of June 1, 2022. Response to this RFP indicates that, if selected, Proposer is able to obtain quotes in a timely manner so as to assure continuous coverage. Include a timeline of the renewal process.
7. Proposals shall describe Broker's access to the incumbent insurance carriers listed on the attached outline of current coverages. In addition, the following information shall be provided:
  - a. A list of carriers for each line of business with whom your company has a relationship and with whom you have placed public entity business within the past five years,
  - b. The number of years' experience each of those carriers has in providing public entity coverage, and
  - c. Any commission arrangements you may have with the carriers.
8. Describe risk management consulting services and resources that will be available to the County. Examples include training tools, contract review, benchmarking studies, technology capabilities, regulatory and legislative updates.
9. Describe Broker's availability to assist with the reporting of claims to excess carriers.
10. The County undergoes an annual self-insurance actuarial analysis for risk management budgeting purposes. If your company provides any in-house actuarial services, please describe, including applicable fees.
11. As the County will be evaluating several proposals, describe why you feel that your services are the best fit for the County environment. Describe any distinguishing features the County should know about your services and company.

## 5 Evaluation Criteria

### 5.1 Selection Participants

The County has established a team of staff to evaluate vendor responses. This team of employees will be responsible for the evaluation and rating of the proposals and conducting interviews, if desired.

### 5.2 Evaluation of Proposals

Responses will be evaluated based on the following criteria:

1. Compliance with the RFP requirements; quality, clarity and completeness of responses in relation to RFP requirements;
2. Respondent's knowledge and experience;
3. Client References: Capability of the Proposer to undertake and support services as described by this Request for Proposals based on reputation and customer references regarding the Proposer's performance for organizations with needs similar to the County's, particularly in the government sector;
4. Cost effectiveness and value of proposal; and
5. Other criteria deemed appropriated by the evaluation team.