

**City of Fayetteville Staff Review Form**

**2020-1123**

**Legistar File ID**

**1/5/2021**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Andrea Foren

12/14/2020

PURCHASING (160)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

A resolution to approve RFP 20-13, Insurance Broker and Consulting Services and a contract with HUB International from January 01, 2021 through December 31, 2021 with four additional one-year renewal options in the amount of \$13,000 per year with an annual contingency of \$1,300.00 and authorization for the payment of policy premiums and deductibles related to risk management for the City.

**Budget Impact:**

1010.1610.1610-5314.00

General Fund

Account Number

Fund

N/A

N/A

Project Number

Project Title

**Budgeted Item?** Yes

Current Budget \$ 17,500.00

Funds Obligated \$ -

Current Balance **\$ 17,500.00**

**Does item have a cost?** Yes

Item Cost \$ 13,000.00

**Budget Adjustment Attached?** No

Budget Adjustment

Remaining Budget **\$ 4,500.00**

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** 54-16, 219-20

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:**



**MEETING OF JANUARY 05, 2021**

**TO:** Mayor and City Council  
**THRU:** Paul A. Becker, Chief Financial Officer  
**FROM:** Andrea Foren, Purchasing Manager  
**DATE:** Monday, December 21, 2020  
**SUBJECT:** RFP 20-13, Insurance Broker contract with HUB International

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**RECOMMENDATION:**

A resolution to approve RFP 20-13, Insurance Broker and Consulting Services and a contract with HUB International from January 01, 2021 through December 31, 2021 with four additional one-year renewal options in the amount of \$13,000 per year with an annual contingency of \$1,300.00 and authorization for the payment of policy premiums and deductibles related to risk management for the City.

**BACKGROUND:**

The City contracts with a broker-of-record for the marketing and placement of the City's professional and law liability, property, and casualty coverage and for providing other insurance-related broker, risk management and consultant services.

In October 2020, the Purchasing Division issued an RFP for an insurance broker due to the end of a current five-year contract term. The City received two responses, one from HUB International Mid-America and another from McGriff Insurance. A selection committee reviewed the responses and ranked HUB International Mid-America as first.

**DISCUSSION:**

The proposed annual fee from HUB International is \$13,000 and is within the current budget. This contract is being brought forward for a one-year contract with four one-year automatic renewals for a possible contract term of five years. HUB International is the City's current insurance broker.

This contract authorizes HUB International to bind coverage on behalf of the City after receiving review and approval from the City's designated representative. After coverage is bound by HUB International, the City will then be invoiced for each policy's respective premium.

When claims are filed against a policy, the City is responsible for deductible payments. Approval of this resolution also authorizes the City to make payments applicable to the deductible for each policy for each claim.

**BUDGET/STAFF IMPACT:**

Funds exist for this professional services contract within the 2021 budget approved by City Council. Funds for each insurance policy and deductibles are also approved with each annual budget.

**Attachments:**

Signed contract by HUB International for services through 12/31/2021 with automatic renewable options.



This contract executed this \_\_\_\_ day of \_\_\_\_\_, 2021, between the City of Fayetteville, Arkansas (City), and HUB International Mid-America (HUB or Hub International). In consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for INSURANCE BROKERAGE & CONSULTATION SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 20-13 (herein after referred to as Request for Proposal or RFP), and

WHEREAS, HUB International has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. The appendices listed below are hereby attached and made part of this contract. If there is a conflict between the terms of this Agreement and the above referenced documents, the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

- a. Appendix A: City's RFP 20-13 and associated addenda
- b. Appendix B: HUB International's response to RFP 20-13
- c. Appendix C: HUB International's Certificate of Insurance

2. **Services to be Performed:** HUB International hereby agrees to provide the City with INSURANCE BROKERAGE SERVICES, as requested and more specifically outlined in the RFP, this agreement, and all subsequent official documents that form the Contract Documents for this Agreement. HUB International shall provide, as a minimum, professional services and dedicated personnel necessary to perform the following:

- a. Develop a complete understanding of the City's areas of exposure and consult with City representatives about short and long term solutions.
- b. Evaluate existing insurance contracts, self-retained risk and claims history and make recommendations concerning any changes, modifications, and/or additions in the terms, conditions and coverage limits needed to yield a comprehensive risk management program to protect the interests of the City.
- c. Identify programs, products and insurers capable of meeting the City's insurance needs and prepare specifications for markets capable of quoting for upcoming renewals.
- d. Approach appropriate markets on behalf of the City to obtain pricing with respect of the program adopted by the City. Competitive quotes from well rated insurance carriers will be obtained for each type of risk.
- e. Present for City consideration, in an understandable format, an evaluation of the results of each solicitation, with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk.
- f. Negotiate on the City's behalf the details of insurance contracts with selected carriers and audit resulting policies for accuracy of coverage, terms and conditions, and compliance with financial arrangements and administrative procedures acceptable to the City.
- g. Bind coverage for the City upon written authorization from the Mayor or the Mayor's designee.
- h. Provide evaluation, basic training and education relative to loss control, safety, claims management, and related topics in the area of risk management.
- i. Provide assistance in the form of advisory services or written reports as is customarily expected from a professional insurance Broker/Consultant.
- j. Provide claims processing support with insurance carriers for all policies and produce quarterly written reports with loss runs. Address areas of concern, including the need for training and other preventive measures.
- k. Annually, within the first quarter of each contract term, Broker/Consultant will prepare a stewardship report which will include a complete list of insurance in force, an evaluation of the overall insurance program, including recommendations for change and a forecast of market conditions and estimated premium for future budgeting purposes. HUB International assumes no liability in the event of inaccurate forecasts and premium estimates. At the time of the presentation of the stewardship

report City personnel and Broker/Consultant will discuss any changes which are appropriate in services to be performed for the succeeding year.

3. **Time of Service:** Services shall be performed in a timely manner, as specified in the RFP.
4. **Compensation:** As compensation for HUB International providing services to the City as described herein, the City shall pay HUB International in arrears, based on the submission of invoices for work completed and properly authorized.
  - a. Amount not to exceed \$13,000 annually for services from January 01 through December 31 of each year contracted and renewed. This initial contract award shall be for a period of one-year, effective January 01, 2021 through December 31, 2021 and shall automatically renew for four additional one-year terms so long as the City nor HUB cancel this agreement.
  - b. Not to exceed fees are not inclusive of policy premiums, which will be billed separately. Payments will be made within 30 days of receipt of approved invoice.
  - c. In the event that operations change substantially by either the addition or deletion of other operations or entities or a substantial change in the scope and nature of the City's insurance program, the City will negotiate in good faith to revise compensation upward or downward as appropriate.
  - d. Broker/Consultant shall disclose commissions received and not accept commission for any City policy. If commissions exceed agreed-upon compensation hereunder, excess commissions will be returned to the City if permitted by law.
5. **Insurance:** The HUB International shall provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensation, Commercial General Liability, Automobile Liability, and Errors and Omissions Liability. Such policies shall be issued by companies authorized to do business in the State of Arkansas. Evidence of such coverage is to be submitted with contract approval. Minimum amount for Commercial General Liability and Errors and Omissions Liability is \$1,000,000 aggregate.
6. **Amendment of Contract:** This Contract may be amended only by mutual agreement of the parties.
7. **Legal Compliance:** HUB International is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction.
8. **Approval of Agent:** The City reserves the right to require the Broker/Consultant to replace the assigned agent with another agent of the same company if, in the opinion of the City staff, the agent is not rendering or is incapable of rendering the quality of service and cooperation required.

9. **Auditable Records:** The HUB International shall maintain such accounts and records in connection with its performance of services for the City as may reasonably be required by the City. HUB International shall, at any reasonable time during the term and for a period of one year following the completion of work under the contract, afford the City's agents and auditors reasonable facilities and access for examination and audit of its records pertaining to its performance and shall, upon request by the City, produce and exhibit all such records.

10. **Assignment and Subcontracting:** HUB International shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, HUB International shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

11. **Cancellation:** The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days' notice to HUB International of the intent to cancel, or with cause if at any time HUB International fails to fulfill or abide by any of the terms or conditions specified.

Failure of the HUB International to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

In the event that sufficient budgeted funds are not available for a fiscal period, the City shall notify HUB International of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the City. The City reserves the right to terminate within the thirty (30) day notice because of budgetary issues.

12. **Permits & Licenses:** HUB International shall secure and maintain any and all permits and licenses required to complete this contract.

13. **Minimum Insurance Requirements:** HUB International shall maintain insurance in at least the amounts required in the RFP throughout the term of this contract. HUB International must provide a Certificate of Insurance in accordance with the insurance requirements listed within the RFP, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this contract. HUB International shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as HUB International.

14. **Indemnification:** HUB International shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said HUB International; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of HUB International; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by HUB International represents specific consideration for this indemnification obligation.

Furthermore, HUB International, in performing its obligations under this contract, is acting independently and the City assumes no responsibility of liability for the HUB International's acts or omissions to third parties, and HUB International shall agree to indemnify and hold harmless, the City, its officers and employees against any and all claims, lawsuits, judgments, costs and expenses for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by HUB International's breach of the terms or provisions of contract, or by any negligent act or omission of HUB International, its officers, agents, employees, or invitee, in the performance of this contract; except that the indemnity specified in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, or employees. In the event of joint and concurrent negligence of both HUB International and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Arkansas, without, however, waiving any governmental immunity available to the City under Arkansas law and without waiving any defense of the parties under Arkansas law. This paragraph is solely for the benefit of HUB International and the City and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

15. **Governing Law & Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.

16. **Severability:** The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity of legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

17. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price, or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

18. **Freedom of Information Act:** Documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, HUB International will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

CITY OF FAYETTEVILLE, ARKANSAS

HUB INTERNATIONAL MID-AMERICA

\_\_\_\_\_  
LIONELD JORDAN, Mayor

By:   
W.E. Herget, Vice President and Shareholder

Date Signed: 12-21-20

ATTEST:

\_\_\_\_\_  
Kara Paxton, City Clerk

Date Signed: \_\_\_\_\_



**RFP (REQUEST FOR PROPOSAL)**

**Request for Proposal: RFP 20-13, Insurance Broker and Consulting Services**

**DEADLINE: Tuesday, November 17, 2020 before 2:00 PM, local time**

**Pre-Proposal Conference:** Thursday, October 29, 2020 at 2:00 PM, local time

**PURCHASING MANAGER:** Andrea Foren, [aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)

**DATE OF ISSUE AND ADVERTISEMENT:** Issued 10/22/20, Advertisement 10/25/20

**REQUEST FOR PROPOSAL**

**RFP 20-13, Insurance Broker and Consulting Services**

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Official.

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

**City of Fayetteville, AR  
Request for Proposal  
RFP 20-13, Insurance Brokerage and Consultation Services**

The City of Fayetteville, Arkansas, invites qualified vendors to submit responses to its Request for Proposal (RFP) for insurance brokerage & consultation services for up to a five (5) year term based on single year renewal options.

To be considered, sealed proposals shall be received by **Tuesday, November 17, 2020 before 2:00:00 PM**, local time utilizing the electronic bidding software, OR by submitting a sealed proposal at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas. No late submittals shall be accepted.

The RFP and associated addendums can be downloaded from the City's web site at [www.fayetteville-ar.gov/bids](http://www.fayetteville-ar.gov/bids). All questions regarding the process should be directed to Andrea Foren, CPPO, CPPB at [aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov) or (479)575-8289.

A non-mandatory pre-proposal conference will be held virtually on **Thursday, October 29, 2020 at 2:00 PM, local time**. Interested parties can find information on the virtual meeting details by registering with Bonfire and accessing the portal to the RFP. All interested parties are strongly encouraged to attend.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

CITY OF FAYETTEVILLE, AR

By: Andrea Foren, CPPO, CPPB  
Title: Purchasing Manager  
P: 479.575.8289, E-Mail: [aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)  
TDD (Telecommunications Device for the Deaf): (479) 521-1316  
Date of advertisement: 10/25/2020

1. **SUBMISSION OF A PROPOSAL SHALL INCLUDE:**

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

a. **Submitting and responding to this RFP:** Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty- five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.

i. **Option 1 –Electronic Submittal (*strongly encouraged*):** Proposers can go to [www.fayetteville-ar.gov/bids](http://www.fayetteville-ar.gov/bids) and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.

ii. **Option 2 – Physical Submittal:** All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single file.

(1) electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on

an USB or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
  - i. Due to COVID-19 precautionary measures, City Hall is closed to the public. Any proposals physically submitted to the City (Option 2) shall be placed in the gray metal designated box located in the front of City Hall. Physical proposals shall be placed in the box prior to the deadline.
- h. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- i. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- j. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

## **2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be

sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

**3. DESCRIPTION OF SUPPLIES AND SERVICES:**

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

**4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

**5. EVALUATION CRITERIA:**

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

**6. COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

**7. ORAL PRESENTATION:**

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

**8. CONFLICT OF INTEREST:**

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Andrea Foren, City Purchasing Manager, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

**9. WITHDRAWAL OF PROPOSAL:**

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

**10. LATE PROPOSAL OR MODIFICATIONS:**

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official

clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

**11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

**12. PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

**13. COLLUSION:**

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

**14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:**

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

#### **15. CITY INDEMNIFICATION:**

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

#### **16. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

#### **17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

#### **18. CERTIFICATE OF INSURANCE:**

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

#### **19. PAYMENTS AND INVOICING:**

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

#### **20. CANCELLATION:**

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

**21. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:**

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

**22. NON-EXCLUSIVE CONTRACT:**

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

**23. LOBBYING:**

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from

contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

#### **24. ADDITIONAL REQUIREMENTS:**

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

#### **25. SERVICES AGREEMENT:**

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

#### **26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

#### **27. OTHER GENERAL CONDITIONS:**

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8289) or e-mail ([aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)).** It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Manager via e-mail ([aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)) or telephone (479.575.8289). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these

services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

**28. PERIOD OF CONTRACT:**

Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a period of ONE (1) year, unless canceled or terminated within thirty (30) days written notice by either party. This contract may be automatically renewed for four (4) additional one (1) year terms after the initial contract period, for a total possible contract term of FIVE (5) years. In the event of termination, claims for compensation owed the City shall be limited to verifiable services rendered.

Contract for RFP 20-13  
Appendix A  
City's RFP

**1. PURPOSE:**

The City of Fayetteville, Arkansas, hereinafter referred to as "the City", seeks proposals in response to this Request for Proposal from experienced and qualified firms to provide risk management, and broker-of-record insurance services, for the marketing and placement of the City's professional and law liability, property, and casualty coverage and for providing other insurance-related broker and consultant services.

The proposal should detail the firm's conceptual approach to handling the City's account and providing both insurance placement and advisory services.

**2. QUALIFICATIONS & EXPERIENCE:**

- a. Broker shall be sufficiently experienced in property and casualty insurance and risk management services to provide expert, efficient, effective, and reliable advice and services in the interest of the City and itself and insureds.
- b. Broker shall have extensive and continuous relationships with the insurance markets necessary to provide superior insurance alternatives that meet the requirements/needs and are favorably priced relative to the risk and the current market.
- c. Broker shall provide continuity of services by assigning a primary broker and a secondary broker who will be:
  - i. Familiar with the City's insurance portfolio;
  - ii. knowledgeable in the principles and practices of risk management;
  - iii. accessible on short notice; and
  - iv. thoroughly knowledgeable and competent in insurance alternatives in order to provide superior services.
- d. Broker shall maintain the highest integrity in business relationships and practices and shall make full and timely disclosure of any conflicts of interest. Broker shall become familiar with federal and state statutes regarding gifts and favors for public officers and employees and shall adhere to those standards in conduct of business.

**3. SCOPE OF WORK:**

While the exact range and extent of services is subject to negotiation, it is anticipated that the selected broker/consultant shall provide, as a minimum, professional services and dedicated personnel necessary to perform the following:

- a. Develop a complete understanding of the City's areas of exposure and consult with City representatives about short-and long-term solutions.
- b. Evaluate existing insurance contracts, self-retained risk and claims history and make recommendations concerning any changes, modifications, and/or additions in the terms, conditions and coverage limits needed to yield a comprehensive risk management program to protect the interests of the City.
- c. Identify programs, products, and insurers capable of meeting the City's insurance needs and prepare bid specifications for markets capable of quoting for upcoming renewals.
- d. When so authorized by the City representatives by means of a "broker of record" letter, approach appropriate markets on behalf of the City to obtain pricing with respect of the program adopted by the City. When available, competitive quotes from well rated insurance carriers will be obtained for each type of risk and presented to the City's project manager for consideration, evaluation and decision.
- e. Present for City consideration, in an understandable format, an evaluation of the results of each solicitation, with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk.
- f. Negotiate on the City's behalf the details of insurance contracts with selected carriers and audit resulting policies for accuracy of coverage, terms and conditions, and compliance with financial arrangements and administrative procedures acceptable to the City.
- g. Present market coverage options and premium quotes to the City's project manager at least thirty calendar days before the requested coverage or renewal date. Presentations will include an outline of insurance policy (endorsement) coverage and exclusions and a summary report of all marketing activity.
- h. Work with the City to evaluate the plans of insurance policies and recommend appropriate or advantageous changes; renewals shall be effected in a timely manner, to internal time requirements and also maintain coverage.
- i. Provide evaluation, basic training, and education relative to loss control, safety, claims management, and related topics in the area of risk management.
- j. Provide assistance in the form of advisory services or written reports as is customarily expected from a professional insurance broker/consultant.
- k. Provide claims processing support with insurance carriers for all policies and produce quarterly written reports with loss runs. Address areas of concern, including the need for training and other preventative measures.
- l. Annually, approximately first week in May, Broker/Consultant will prepare a stewardship report which will include a complete list of insurance in force, an evaluation of the overall insurance program, including recommendations for change, and a forecast of market conditions and estimated premium for future budgeting purposes. Broker/Consultant assumes no liability in the event of

inaccurate forecasts and premium estimates. At the time of the presentation of the stewardship report, City personnel and Broker/Consultant will discuss any changes which are appropriate in services to be performed for the succeeding year.

- m. Payments for insurance policies shall be paid by the broker the invoiced to the City of Fayetteville. The City shall make payments for policies within thirty calendar days of accepted invoices. Invoices shall show commission as a credit to provide transparency for validity of this RFP and resulting contract.

#### 4. CURRENT PROGRAM:

- a. Refer to Appendix A for a listing of current policies which will be eligible for renewal during the term of the insurance broker/consultant contract.

#### 5. SPECIAL CONDITIONS:

- a. **Prohibition on Premature Approach to Markets:** Prospective respondents are cautioned that receipt of this Request for Proposal document is not to be considered an authorization to approach any insurance market. It is specifically requested that no contact or solicitation of markets be made, and no market reservations be made as respects any insurance or reinsurance to be provided for the City. Doing so may result in the offending firm's disqualification from the selection process.
- b. **Legal Compliance:** Each respondent is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction.
- c. **Respondent's Insurance:** The broker/consultant must always provide and maintain in force during the term of the services contemplated herein insurance for Workers' Compensation, Commercial General Liability, Automobile Liability, and Errors and Omissions Liability. Such policies shall be issued by companies authorized to do business in the State of Arkansas.
- d. **Approval of Agent:** The City reserves the right to require the successful broker/consultant to replace the assigned agent with another agent of the same company if, in the opinion of the City staff, the agent is not rendering or is incapable of rendering the quality of service and cooperation required.
- e. **Auditable Records:** The successful broker/consultant shall maintain such accounts and records in connection with its performance of services for the City as may reasonably be required by the City. The broker/consultant shall, at any reasonable time during the term and for a period of one year following the completion of work under the contract, afford the City's agents and auditors reasonable facilities and access for examination and audit of its records pertaining to its performance and shall, upon request by the City, produce and exhibit all such records.
- f. **Indemnification:** The broker/consultant, in performing its obligations under this contract, is acting independently and the City assumes no responsibility of liability for the broker/consultant's acts or omissions to third parties, and the broker/consultant shall agree to indemnify and hold harmless, the City, its officers and employees against any and all claims, lawsuits, judgments, costs and expenses for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be

occasioned by the broker/consultant's breach of the terms or provisions of contract, or by any negligent act or omission of the broker/consultant, its officers, agents, employees, or invitees, in the performance of this contract; except that the indemnity specified in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, or employees. In the event of joint and concurrent negligence of both the broker/consultant and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Arkansas, without, however, waiving any governmental immunity available to the City under Arkansas law and without waiving any defense of the parties under Arkansas law. This paragraph is solely for the benefit of the broker/consultant and the City and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## 6. PROPOSAL FORMAT:

- a. **Executive Summary:** Prefacing the proposal shall be an Executive Summary of three (3) pages or less, providing in concise terms a summation of the proposal and bearing the signature of an individual authorized to bind the firm.
- b. **Structure of Proposal:** Responses shall be organized in the following format and informational sequence:

**Part I - Business Organization:** The proposal shall include relevant historical data and identification of the office or subordinate element which will perform the work contemplated herein. The owners and principal management personnel of the firm shall be identified fully. Annual market volume by line of coverage and the number and size of accounts shall be disclosed and provided.

**Part II - Concept and Solution:** The respondents understanding of the tasks presented shall be defined in detail and proposed solutions outlined. A description of the firm's strengths in the marketplace should be included, along with an explanation of how the City's insurance program would be marketed. Any restrictions or limitations should be defined.

**Part III - Program:** The respondent's technical plan to accomplish the work shall be presented, including time-related displays, graphs and charts showing tasks, subtasks, milestones, and decision points, including the point at which deliverable reports will be provided. The scope of services available in the area of risk management, loss control services, claims management, and associated functions should be described in detail.

**Part IV - Account Team Personnel:** The names and titles of the team proposed for assignment to the City's account shall be identified in full, with a description of team leadership, interface and support function, and reporting relationships, along with individual backgrounds of personnel who will be actively engaged in work related to the account. The primary work assigned to each person and the corresponding amount of time shall be indicated.

**Part V - Corporate Experience:** Relevant Public Sector insurance placement and account handling experience and client references shall be presented in detail, with all experience cited to be recent in time and to have been performed, to a considerable degree, by members of the

proposed account team. Emphasis shall be given to identifying comparable services for public sector organization and educational institutions. For each client reference, the scope of service, time performed, and name, title, address and phone number of the principal contact person should be shown.

**Part VI - Authorized Negotiator:** The proposal shall provide the name, title, address, and telephone number of the person authorized to negotiate contract terms and render binding decisions on contract matters.

**Part VII - Cost Proposal:** The City seeks an all-inclusive cost structure which will allow predictability of fees and accuracy in budget planning. The respondent's plan of compensation for insurance placement and consulting services preferably should be proposed in aggregate as a flat annual fee as full remuneration for performing all services. Proposal shall include any annual increases proposed.

The successful broker/consultant will be required to disclose in detail all compensation received from any source resulting from the marketing of insurance programs for the City. Whenever it is in the City's best interest to permit commissions to be paid to broker, such commissions shall be utilized to reduce the fixed price or will be rebated back to the City. If there are expenses which are considered reimbursable and are not included in the fixed fee, such expenses shall be identified and quantified in their entirety.

**Part VIII - Proof of Insurance:** Evidence of the respondent's own liability coverage, Errors and Omissions policy, and Workers' Compensation insurance as required by Arkansas State law shall be submitted prior to award of contract (not required with RFP).

7. **PROPOSAL CONTENT:** Proposals shall be prepared simply and economically, providing a straightforward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, tab dividers, and forms required by the City for completion.
8. **CONTRACT FORMATION:** If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.
9. **Selection Criteria:** The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If

presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

- 1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.
- 2) 20% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
- 3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 20% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 20% **Cost/Fees:** Complete costs and fees as described in this RFP in an annual not to exceed fee.

**10. ADDITIONAL DOCUMENTS AND INFORMATION:** The following documents are included with this solicitation as additional information.

- a. Appendix A – Insurance in Force 2020

## 1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

**PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:**

\_\_\_\_\_ 1) NO KNOWN RELATIONSHIP EXISTS

\_\_\_\_\_ 2) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

## 2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title of Primary Contact: \_\_\_\_\_

Phone#1 (cell preferred): \_\_\_\_\_ Phone#2: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### 3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

### 4. PRICING:

Pricing summary shown in this section shall be completed by all Proposers. Any additional fees or charges shall be provided in a separate attachment, be fully itemized, and inclusive of any charges or fees the City could be charged.

### 5. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

Contract for RFP 20-13  
Appendix A  
City's RFP

This contract executed this \_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Fayetteville, Arkansas, and Vendor. In consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for INSURANCE BROKERAGE & CONSULTATION SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 20-13 (herein after referred to as Request for Proposal or RFP), City has awarded this contract to Vendor; and

WHEREAS, Vendor has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Entire Agreement and Appendices:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.
  - a. Appendices included under this agreement include the following:
    - i. **Appendix A:** City's RFP
    - ii. **Appendix B:** Vendor's response to RFP 20-13
    - iii. **Appendix C:** Vendor's Certificate of Insurance
2. **Services to be Performed:** Vendor hereby agrees to provide the City with INSURANCE BROKERAGE SERVICES, as requested and more specifically outlined in the RFP, this agreement, and all subsequent official documents that form the Contract Documents for this Agreement. Vendor shall provide, as a minimum, professional services and dedicated personnel necessary to perform the following:

- a. Develop a complete understanding of the City's areas of exposure and consult with City representatives about short- and long-term solutions.
- b. Evaluate existing insurance contracts, self-retained risk and claims history and make recommendations concerning any changes, modifications, and/or additions in the terms, conditions and coverage limits needed to yield a comprehensive risk management program to protect the interests of the City.
- c. Identify programs, products and insurers capable of meeting the City's insurance needs and prepare specifications for markets capable of quoting for upcoming renewals.
- d. Approach appropriate markets on behalf of the City to obtain pricing with respect of the program adopted by the City. Competitive quotes from well rated insurance carriers will be obtained for each type of risk.
- e. Present for City consideration, in an understandable format, an evaluation of the results of each solicitation, with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk.
- f. Negotiate on the City's behalf the details of insurance contracts with selected carriers and audit resulting policies for accuracy of coverage, terms and conditions, and compliance with financial arrangements and administrative procedures acceptable to the City.
- g. Provide evaluation, basic training and education relative to loss control, safety, claims management, and related topics in the area of risk management.
- h. Provide assistance in the form of advisory services or written reports as is customarily expected from a professional insurance Broker/Consultant.
- i. Provide claims processing support with insurance carriers for all policies and produce quarterly written reports with loss runs. Address areas of concern, including the need for training and other preventive measures.
- j. Annually, approximately first week in May, Broker/Consultant will prepare a stewardship report which will include a complete list of insurance in force, an evaluation of the overall insurance program, including recommendations for change and a forecast of market conditions and estimated premium for future budgeting purposes. Vendor assumes no liability in the event of inaccurate forecasts and premium estimates. At the time of the presentation of the stewardship report City personnel and Broker/Consultant will discuss any changes which are appropriate in services to be performed for the succeeding year.

3. **Time of Service:** Services shall be performed in a timely manner, as specified in the RFP.

4. **Compensation:** As compensation for Vendor providing services to the City as described herein, the City shall pay Vendor in arrears, based on the submission of invoices for work completed and properly authorized.

- a. Amount not to exceed \$ \_\_\_\_\_ per year, not including policy premiums to be billed separately. Payments will be made within 30 days of receipt of invoice.
  - b. In the event that operations change substantially by either the addition or deletion of other operations or entities or a substantial change in the scope and nature of the City's insurance program, the City will negotiate in good faith to revise compensation upward or downward as appropriate.
  - c. Broker/Consultant shall disclose commissions received and will credit such commissions against compensation hereunder. If commissions exceed agreed-upon compensation hereunder, excess commissions will be returned to the City if permitted by law. Otherwise, excess commissions will be carried forward and applied against compensation for subsequent years of this agreement.
  - d. **Insurance:** The *Vendor* shall provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensation, Commercial General Liability, Automobile Liability, and Errors and Omissions Liability. Such policies shall be issued by companies authorized to do business in the State of Arkansas. Evidence of such coverage is to be submitted with contract approval. Minimum amount for Commercial General Liability and Errors and Omissions Liability is \$1,000,000 aggregate.
5. **Term of Agreement:** Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a period of ONE (1) year, unless canceled or terminated within thirty (30) days written notice by either party. This contract may be automatically renewed for four (4) additional one (1) year terms after the initial contract period. This option shall be exercised only if all discounts, prices, terms and conditions remain the same, and approval is granted by the Mayor or if contract exceeds \$20,000 approved by Fayetteville City Council. In the event of termination, claims for compensation owed by the City shall be limited to verifiable services rendered.
  6. **Amendment of Contract:** This Contract may be amended only by mutual agreement of the parties.
  7. **Legal Compliance:** *Vendor* is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction.
  8. **Approval of Agent:** The City The City reserves the right to require the Broker/Consultant to replace the assigned agent with another agent of the same company if, in the opinion of the City staff, the agent is not rendering or is incapable of rendering the quality of service and cooperation required.
  9. **Auditable Records:** The *Vendor* shall maintain such accounts and records in connection with its performance of services for the City as may reasonably be required by the City. *Vendor* shall, at any reasonable time during the term and for a period of one year following the completion of work under the contract, afford the City's agents and auditors reasonable facilities and access for examination and audit of its records pertaining to its performance and shall, upon request by the City, produce and exhibit all such records.

10. **Assignment and Subcontracting:** Vendor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, Vendor shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.
11. **Cancellation:** The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days' notice to Vendor of the intent to cancel, or with cause if at any time Vendor fails to fulfill or abide by any of the terms or conditions specified.
- a. Failure of the Vendor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
  - b. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.
  - c. In the event that sufficient budgeted funds are not available for a fiscal period, the City shall notify Vendor of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the City. The City reserves the right to terminate within the thirty (30) day notice because of budgetary issues.
12. **Permits & Licenses:** Vendor shall secure and maintain any and all permits and licenses required to complete this contract.
13. **Minimum Insurance Requirements:** Contractor shall maintain insurance in at least the amounts required in the RFP throughout the term of this contract. Vendor must provide a Certificate of Insurance in accordance with the insurance requirements listed within the RFP, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this contract. Vendor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as Vendor.
14. **Indemnification:** Vendor shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Vendor; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of Vendor; or by, or on account of, any claim or amounts recovered under the Workers'

Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by Vendor represents specific consideration for this indemnification obligation.

15. Furthermore, Vendor, in performing its obligations under this contract, is acting independently and the City assumes no responsibility of liability for the Vendor's acts or omissions to third parties, and Vendor shall agree to indemnify and hold harmless, the City, its officers and employees against any and all claims, lawsuits, judgments, costs and expenses for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Vendor's breach of the terms or provisions of contract, or by any negligent act or omission of Vendor, its officers, agents, employees, or invitee, in the performance of this contract; except that the indemnity specified in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, or employees. In the event of joint and concurrent negligence of both Vendor and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Arkansas, without, however, waiving any governmental immunity available to the City under Arkansas law and without waiving any defense of the parties under Arkansas law. This paragraph is solely for the benefit of Vendor and the City and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
16. **Governing Law & Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.
17. **Severability:** The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity of legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.
18. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price, or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
19. **Freedom of Information Act:** Documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, Contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

If there is a conflict between the terms of this Agreement and the above referenced documents, the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

VENDOR NAME

CITY OF FAYETTEVILLE, ARKANSAS

By: \_\_\_\_\_

\_\_\_\_\_  
LIONELD JORDAN, Mayor

\_\_\_\_\_  
Printed Contractor Name & Title

ATTEST:

ATTEST:

\_\_\_\_\_  
Company Secretary

\_\_\_\_\_  
Kara Paxton, City Clerk

\_\_\_\_\_  
Business Address

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
City, State & Zip Code

Date Signed: \_\_\_\_\_

Contract for RFP 20-13  
Appendix A  
City's RFP

City of Fayetteville, Arkansas  
RFP 20-13, Insurance Broker and Consulting Services  
Appendix A - Portfolio of insurance coverage

Item#	Policy	Description	Term Start	Term End	Policy#	Current Premium	Limit of Liability / Value	Carrier
IP002	Airport Liability	Airport Premises, aircraft products/completed operations, hangarkeepers' liability	03/15/20	03/15/21	11000252	\$ 11,244.00	See Policy; \$5,000,000	Global Aerospace, Inc.
IP003	Solid Waste Bond 83B003894 (1 of 2)	Required by AR Dept of Environmental Quality for Post Closure Bond, Recycling and Trash Transfer Station - Permit requirement	06/25/20	06/25/21	Bond# 83B003894	\$ 4,076.00	Value of \$203,796	Liberty Mutual
IP004	Courts Accident Policy	Blanket accident insurance	05/05/20	05/05/21	SRG0009110365-B; Amendment No. 7	\$ 500.00	\$500,000 health insurance benefits	National Union Fire Insurance Company of Pittsburgh, PA
IP006	Railroad Protective Liability	Per agreement with the Arkansas Missouri Railroad	07/10/20	07/10/21	BINDER 04-RR-00002251	\$ 4,000.00	Various	Mid-Continent Casualty
IP007	Benefit Plan Fiduciary Liability	Covers any errors and omissions in the handling of employee benefits	07/31/20	07/31/21	105971975	\$ 13,263.00	\$5,000,000.00	Travelers
IP008	Washington County Right of Way Bond	City's guarantee to restore highway right-of-ways; required by Washington County	08/02/20	08/02/21	Surety Bond# 022027080	\$ 200.00	\$20,000.00	Liberty Mutual
IP009	Public Officials Liability	Public Officials, law enforcement and employment practices liability	09/30/20	09/30/21	PEM0005279-01	\$ 79,076.80	\$1,000,000 each person/wrongful act; \$3,000,000 aggregate	Hudson Insurance Company
IP010	Law Enforcement Liability	Public Officials, law enforcement and employment practices liability	09/30/20	09/30/21	PEM0005279-01	\$ 65,821.36	\$1,000,000 each person/wrongful act; \$3,000,000 aggregate	Hudson Insurance Company
IP011	Cyber Liability	General coverage for cyber risk	09/30/20	09/30/21	Policy# BIND106451523	<i>billing and renewal in process</i>	\$1,000,000.00	Travelers
IP012	AR Highway Permit / Right of Way Bond	City's guarantee to restore highway right-of-ways; required by Arkansas Highway Department	10/01/20	10/01/21	Bond/Policy# 62516603	\$ 1,000.00	\$100,000.00	CNA Surety
IP013.1	Property Insurance - Level 1	\$50 million - Layer 1 (includes terrorism coverage)	10/01/20	10/01/21	ERP301998802	\$ 434,333.00	Per SOV	Zurich
IP013.2	Property Insurance - Level 2	\$50 million - Layer 2 (\$50 million x \$50 million excess)	10/01/20	10/01/21	BXS0001887	\$ 58,760.00		Scottsdale
IP013.3	Property Insurance - Level 3	\$50 million - Layer 3 (\$50 million x \$100 million excess)	10/01/20	10/01/21	795013570	\$ 23,400.00		Homeland Property
IP015	Solid Waste Bond 83B003873 (2 of 2)	Final assurance of the Transfer Station at Recycling and Trash, required by ADEQ, includes Standby Trust Agreement with Arvest Bank	12/19/19	12/19/20	Bond# 83B003873	\$ 614.00	Various	Liberty Mutual

# RFP 20-32, Addendum 1



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

**Date:** Wednesday, November 4, 2020

**To:** All Prospective Vendors

**From:** Andrea Foren – 479.575.8289 – [aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)

**RE:** RFP 20-16, Insurance Broker and Consulting Services

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the RFP. **PROPOSERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. A non-mandatory pre-proposal conference was held virtually via Zoom on October 29, 2020. The listing of attendees via Zoom is attached for disclosure to all interested parties.
  - a. Attendees:
    - i. City of Fayetteville:
      1. Andrea Foren, Purchasing Manager
      2. Les McGaugh, City of Fayetteville
      3. Amanda Beilfuss, Purchasing Coordinator
      4. Adonis Bwashi, Purchasing Agent
    - ii. Vendors:
      1. Diane Kern, HUB International
      2. Alan Rogers, BXS Insurance
      3. Bill Birch, BXS Insurance
      4. Eric Herget, HUB International
      5. Sloane, *Unidentified*
      6. Kelsie Parker, BXS Insurance
      7. Tom Keel, McGriff
      8. Damon Francis, Colonial Life
      9. Jennifer Stuart, *Unidentified*
2. The current holder of the insurance broker contract is HUB International at an annual fee of \$13,000 per year. This contract was extended through 12/31/2020 to get the contract on a calendar basis as opposed to on the same renewal schedule as the property insurance policy. The contract extension rate for October – December is \$1,084 per month for three additional months or \$3,252.
3. The City's Law Enforcement/Public Officials Liability policy has the law firm has a firm Roy, Lambert, Lovelace, Bingaman & Wood, LLP assigned of which Brian Wood is the primary attorney involved with the City's claims.

4. Loss run reports for the last five years for the following primary City insurance policies are attached and included with this addendum:
  - a. Airport Liability
  - b. Cyber Risk
  - c. Fiduciary Liability
  - d. Railroad Protective
  - e. Property
  - f. Public Officials / Law Enforcement Liability
  
5. The City received a FOIA request for a copy of the current Public Officials / Law Enforcement Liability on Monday, November 2, 2020. The City responded to the FOIA request on Wednesday, November 4, 2020 by providing a copy of the policy. A copy of the policy is available upon request to any interested party by emailing Andrea Foren, City Purchasing Manager at [aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov).

Contract for RFP 20-13  
Appendix A  
City's RFP

City of Fayetteville, AR  
RFP 20-13, Benefits Broker and Consulting Services  
Pre-Proposal Conference: 10/29/2020  
Zoom Listing of Meeting Participants

Meeting ID	Topic	Start Time	End Time	User Email	Duration (Minutes)	Participants
96349767205	RFP 20-13, Insurance Broker - Pre-Proposal Conference	10/29/2020 13:53	10/29/2020 14:36	aforen@fayetteville-ar.gov	43	18
<b>Name (Original Name)</b>	<b>User Email</b>					<b>Total Duration (Minutes)</b>
Andrea Foren	aforen@fayetteville-ar.gov					43
Diane Kern	diane.kern@hubinternational.com					42
Alan Rogers						42
Bill's iPhone						42
eric.herget						42
Sloane						41
Kelsie Parker						41
Les McGaugh	lmcgaugh@fayetteville-ar.gov					40
Amanda Beifuss						40
14797566330						38
Tom Keel						39
Adonis Bwashi						38
14692037759						36
Damon Francis						32
15013512778						37
Jennifer Stuart	jennifer-stuart@leavitt.com					32

Contract for RFP 20-13  
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# Policy History

## Processing Month 202010

### CITY OF FAYETTEVILLE

Quote No	Policy ID	Renewal Date	Policy Class							
463172	11000252	15-Mar-2021	Airports							
U/W Year	Quote No	Policy ID	Inception Date	Expiry Date	Policy Class	Insured	Branch Name	Broker Name	Signed Line	Incurred
2020	463172	11000252	15-Mar-2020	15-Mar-2021	Airports	CITY OF FAYETTEVILLE	KANSAS PBO	HUB INTERNATIONAL MIDWEST LIMITED	100	0.00
2019	80075505	11000252	15-Mar-2019	15-Mar-2020	Airports	CITY OF FAYETTEVILLE	KANSAS PBO	HUB INTERNATIONAL MIDWEST LIMITED	100	0.00
2018	80073231	11000252	15-Mar-2018	15-Mar-2019	Airports	CITY OF FAYETTEVILLE	KANSAS PBO	HUB INTERNATIONAL MIDWEST LIMITED - DO NOT USE	100	65,403.45
2017	80071171	11000252	15-Mar-2017	15-Mar-2018	Airports	CITY OF FAYETTEVILLE	KANSAS PBO	HUB INTERNATIONAL MIDWEST LIMITED - DO NOT USE	100	0.00
2016	80067033	11000252	15-Mar-2016	15-Mar-2017	Airports	CITY OF FAYETTEVILLE	KANSAS PBO	HUB INTERNATIONAL MIDWEST LIMITED - DO NOT USE	100	0.00
										<b>65,403.45</b>

### Claim History

U/W Year	Claim ID	Loss Date	Claim Description	Reg No	Make / Model	Incurred
2020	no claims					
2019	no claims					
2018	711907	27-Sep-2018	AIRPORT EMPLOYEE WAS PUSHING N619PS CIRRUS SR22T AND PROPELLER STRUCK STATIC WICK OF N555WQ KING AIR; DAMAGE TO BOTH AIRCRAFT (B. CAMPBELL, ADJ).		AAU /139 AIRPORT A: LESS THAN OR = 500K COM PAX MOV	21,604.70
2018	712327	05-Oct-2018	AIRPORT EMPLOYEE SCOTT DAVIS WAS SECURING JOHN SULLIVAN'S 1966 CESSNA 172H, N3797R, S/N 17255597, WHEN GOLF CART SUDDENLY RAN INTO FRONT OF AIRCRAFT AND AIRCRAFT ROLLED BACK INTO FENCE (B. CAMPBELL, ADJ).		AAU /139 AIRPORT A: LESS THAN OR = 500K COM PAX MOV	43,798.75
2017	no claims					
2016	no claims					

<b>Report Parameters</b>	
Report Folder	US_Weekly
Report Name	Policy History
Run Time	30 Oct 2020
InfoCycle Job ID	
Processing Month	202010
Quote No	463172

Contract for RFP 20-13  
Appendix A  
City's RFP

This Loss Run report presents claims associated with each applicable coverage OR may indicate that no claim has been reported. If you have questions regarding this report, please contact your underwriter. The report is based on data available on or about 10/23/2020.

The report is filtered for the following coverages: **CYBER RISK**

Agent: HUB INTL MID-AMERICA 0JT691

**Coverage: CYBER RISK**

Policy	Insured	Cov Eff Date	Cov Exp Date	Notice Date	Claim #	Claimant Name	Loss Paid	Expense Paid	Incurred	Claim Type	Status
106451523	City of Fayetteville	10/1/2019	10/30/2020			No Claims					
106451523	City of Fayetteville	10/1/2018	10/1/2019			No Claims					
106451523	City of Fayetteville	10/1/2017	10/1/2018			No Claims					
106451523	City of Fayetteville	10/1/2016	10/1/2017			No Claims					
106451523	City of Fayetteville	1/26/2016	10/1/2016			No Claims					

Contract for RFP 20-13  
Appendix A  
City's RFP

This Loss Run report presents claims associated with each applicable coverage OR may indicate that no claim has been reported. If you have questions regarding this report, please contact your underwriter. The report is based on data available on or about 10/23/2020.

The report is filtered for the following coverages: FIDUCIARY

Agent: HUB INTL MID-AMERICA 0JT662

Coverage: FIDUCIARY

Policy	Insured	Cov Eff Date	Cov Exp Date	Notice Date	Claim #	Claimant Name	Loss Paid	Expense Paid	Incurred	Claim Type	Status
105971975	City of Fayetteville	8/15/2020	8/1/2021			No Claims					
105971975	City of Fayetteville	7/31/2019	8/15/2020			No Claims					
105971975	City of Fayetteville	7/31/2018	7/31/2019			No Claims					
105971975	City of Fayetteville	7/31/2017	7/31/2018			No Claims					
105971975	City of Fayetteville	7/31/2016	7/31/2017			No Claims					
105971975	City of Fayetteville	7/31/2015	7/31/2016			No Claims					

Contract for RFP 20-13  
Appendix A  
City's RFP



## Loss History

**Insured: ARKANSAS & MISSOURI RAILROAD COMPANY, INC**

Policy	Effective Date	Expiration / Cancel Dt	Paid Losses	OS Reserve	Recovery	Salvage	Net Incurred Allocated EX
04 RR 2316	07/10/2020	07/10/2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04 RR 2251	07/10/2019	07/10/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04 RR 2139	07/10/2018	07/10/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04 RR 2025	07/10/2017	07/10/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04 RR 1897	07/10/2016	07/10/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total for Selected Policies:</b>			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Contract for RFP 20-13  
Appendix A  
City's RFP

## Claim Details

**No Claims Associated with the Policies Selected!**

Contract for RFP 20-13  
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City's RFP



Data valued as of: 11/02/2020

## Zurich North America Customer Loss Runs Loss Detail



**CITY OF FAYETTEVILLE**

**Policy Year: 2018**

**PROPERTY**

**Policy Number: ERP-3019988**

Claim #	Site Code	Claimant	Loss Type	Date of Loss	Loss State	Status	Reported Date	Closed Date	Total Paid
5630039221		City of Fayetteville,	PROPERTY	05/18/2019	AR	Opened	08/14/2019	00/00/0000	\$0.00
Acc Description:		Weather: Windstorm							
<b>Policy Totals:</b>									<b>\$0.00</b>

Contract for RFP 20-13  
Appendix A  
Property Loss Runs  
City's RFP

Policy Year: 2019

PROPERTY

Policy Number: ERP-3019988

Claim #	Site Code	Claimant	Loss Type	Date of Loss	Loss State	Status	Reported Date	Closed Date	Total Paid
5630050739		City of Fayetteville,	PROPERTY	03/19/2020	AR	Closed	04/30/2020	05/08/2020	\$0.00
Acc Description:		Misc: Unknown/unclassified origin							

Contract for RFP 20-13  
RFP 20-13 Addendum 1  
Appendix A  
Property Loss Runs  
City's RFP

Policy Totals:	1	\$0.00
Policy Year Totals:	2	\$0.00
Overall Totals:	2	\$0.00

**Glossary of Terms**

<b>Claim Number:</b>	A unique ten-digit number used to identify an accident, event, or occurrence.
<b>Claimant:</b>	Entity that files a claim against a policy.
<b>Loss Type:</b>	Claim Level Coverage further breaks down the Coverages. Example: Workers Compensation (WC) is a Coverage and the Claim Level Coverages for WC are Lost Time and Medical. Also known as Sub Coverage.
<b>Coverage Type:</b>	Line of Business.
<b>Date of Loss:</b>	Actual date the loss occurred for a claim.
<b>Date valued as of:</b>	The date that the data within the report is valued.
<b>Acc Description:</b>	Description of Loss.
<b>Site</b>	Customers own unique value for where accident occurred.
<b>Loss State</b>	Loss State
<b>Paid:</b>	Paid indemnity and expense.
<b>Policy Symbol:</b>	The two or three position character field used to identify the policy type or line of business.
<b>Policy Number:</b>	The seven-digit number assigned to identify the policy.
<b>Policy Year:</b>	The year a policy was effective.
<b>Status:</b>	This field indicates whether the claim is open or closed.
<b>Customer Name:</b>	Name of the Insured.
<b>Date Closed:</b>	Date the loss was closed.
<b>Date Reported:</b>	Date the loss was reported to Zurich or a cooperative partner.

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 Appendix A  
 Property Loss Runs  
 City's REP



# AIG Loss Run

**Policy :** 0011144071-041-000 CITY OF FAYETTEVILLE  
0011144071-041-001 CITY OF FAYETTEVILLE  
0011144499-011-000 FAYETTEVILLE, CITY OF  
0011144499-011-001 FAYETTEVILLE, CITY OF

**Filters:** Status = ALL

**Requester ID:** 505905

**Report Date / Time:** 11/02/2020 12:22 EST

**Valuation Date:** 10/30/2020

**Source:** U.S.

**The AIG Loss Run is a detail report, providing claim and financial information.**  
Run additional reports using IntelliRisk at <https://aig.com/ir>.

Certain claim information may not be available in this report, since data availability can vary based on the insurance program or benefit state (due to regulatory considerations). The content contained in this report is subject to privacy and security laws and should be handled in accordance with the applicable laws and regulations. This report is intended for review and use by authorized representatives of the insured or other parties authorized by the insured solely for legitimate business reasons. The information contained herein should be treated as privileged and confidential. If you are not the intended recipient, you are hereby notified that any disclosure, copy or distribution of this information is strictly prohibited, as is the taking of any action by you in reliance on its contents. If you received this communication in error, please notify us immediately.

### AIG Loss Run Financial Lines Claims

Policy : 0011144499-011-001 FAYETTEVILLE, CITY OF 11/30/2017 - 10/01/2018

Report Date / Time: 11/02/2020 12:22 EST  
Valuation Date: 10/30/2020  
Currency: USD

Claimant Name Claim # / OneClaim # Loss Date	Loss State Receipt Date	Div / H.O. Status Closed Date	Adjuster Name Manager Name	Loss Description	Loss Paid
/		005/		No Claims for Policy 0011144499-011-001 / Criteria	.00
<b>Pol-Asco-Mod: 0011144499-011-001</b>				<b>Claim Count = 0</b>	<b>.00</b>

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Appendix A  
Property Loss Runs  
City's RFP

**AIG Loss Run  
Property**

Policy : 0011144071-041-000 CITY OF FAYETTEVILLE 10/01/2015 - 10/01/2016

Report Date / Time: 11/02/2020 12:22 EST  
Valuation Date: 10/30/2020  
Currency: USD

Claimant Name	OneClaim #	Div/H.O. Status	Major Class Code/Description	Indemnity Paid	Adjusting Exp Paid	Alloc Exp Paid	Reserves	Total Recoveries	Total Incurred
CITY OF FAYETTEVILLE	093/263	020 -EXTENDED COV (END NO 4) P.D.							
501-330977-001	5014255994US	Closed	Crime - Malicious Damage/ Vandalism; Sometime over						
05/29/2016	06/02/2016	06/10/2016	the holiday weekend, unknown vandalized tractor						
Lake Wilson Damn, Fayetteville, AR 72701			JOSEPH.SCERNO@AIG.COM	689.81	.00	.00	.00	.00	689.81
<b>Pol-Asco-Mod: 0011144071-041-000 Claim Count = 1</b>				<b>689.81</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>689.81</b>

Contract for RFP 20-13  
RFP 20-13, Addendum 1  
Appendix A  
Property Loss Runs  
City's RFP

\*\*Certain claim information may not be available since data availability can vary based on the insurance program.

**AIG Loss Run  
Property**

Policy : 0011144071-041-001 CITY OF FAYETTEVILLE 10/01/2016 - 11/30/2017

Report Date / Time: 11/02/2020 12:22 EST  
Valuation Date: 10/30/2020  
Currency: USD

Claimant Name	OneClaim #	Div/H.O.	Major Class Code/Description	Indemnity Paid	Adjusting Exp Paid	Alloc Exp Paid	Reserves	Total Recoveries	Total Incurred
Claim #	Receipt Date	Status	Loss Description						
Loss Date	Closed Dt		Claim Examiner Email						
Loss Location									
City of Fayetteville 501-484850-001	1116815321US	093/263 Closed	020 -EXTENDED COV (END NO 4) P.D. Insured operator failed to set hand brake, dismounted mower on an incline and mower barrel rolled d	41,578.00	962.60	.00	.00	-744.00	41,796.60
07/28/2017	08/02/2017	09/29/2017	JOSEPH.SCERNO@AIG.COM						
Lake Fayetteville Park, Fayetteville, AR 72701									
City of Fayetteville 501-520064-001	6483484984US	093/263 Closed	020 -EXTENDED COV (END NO 4) P.D. Inland Marine - Heavy Equipment	1,568.74	.00	.00	.00	.00	1,568.74
06/12/2017	11/10/2017	11/10/2017	JOSEPH.SCERNO@AIG.COM						
North College Avenue, Fayetteville, AR 72701									
<b>Pol-Asco-Mod: 0011144071-041-001</b>			<b>Claim Count = 2</b>	<b>43,146.74</b>	<b>962.60</b>	<b>.00</b>	<b>.00</b>	<b>-744.00</b>	<b>43,365.34</b>
<b>Totals For Policy: 0011144071</b>			<b>Claim Count = 3</b>	<b>43,836.55</b>	<b>962.60</b>	<b>.00</b>	<b>.00</b>	<b>-744.00</b>	<b>44,055.15</b>

Contract for RFP 20-13  
RFP 20-13, Addendum 1  
Appendix A  
Property Loss Runs  
City's RFP

\*\*Certain claim information may not be available since data availability can vary based on the insurance program.

**AIG Loss Run  
Property**

Policy : 0011144499-011-000 FAYETTEVILLE, CITY OF 11/30/2017 - 10/01/2018

Report Date / Time: 11/02/2020 12:22 EST  
Valuation Date: 10/30/2020  
Currency: USD

Claimant Name	Claim #	OneClaim #	Div/H.O. Status	Major Class Code/Description	Loss Description	Indemnity Paid	Adjusting Exp Paid	Alloc Exp Paid	Reserves	Total Recoveries	Total Incurred
FAYETTEVILLE, CITY OF	501-626975-001	4174019643US	012/263 Closed	020 -EXTENDED COV (END NO 4) P.D.	2 clamshell buckets stolen from Caterpillar backhoe	1,286.22	.00	.00	.00	.00	1,286.22
	09/29/2018	10/03/2018	10/02/2019	Claim Examiner Email	JOSEPH.AMATULLI@AIG.COM						
FAYETTEVILLE, CITY OF	501-537533-001	3247402372US	012/166 Closed	020 -EXTENDED COV (END NO 4) P.D.	EQUIPMENT BREAKDOWN IN HVAC SYSTEM. BY THE TIME THE SYSTEM REPAIRED A LINE IN SPRINKLER SYSTEM FROZ	20,726.86	.00	.00	.00	.00	20,726.86
	01/03/2018	01/05/2018	02/21/2018	Claim Examiner Email	REUBEN.OGLE@AIG.COM						
<b>Pol-Asco-Mod: 0011144499-011-000</b>				<b>Claim Count =</b>	<b>2</b>	<b>22,013.08</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>22,013.08</b>
<b>Totals For Policy: 0011144499</b>				<b>Claim Count =</b>	<b>2</b>	<b>22,013.08</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>22,013.08</b>
<b>Property Report Totals:</b>				<b>Claim Count =</b>	<b>5</b>	<b>65,849.63</b>	<b>962.60</b>	<b>.00</b>	<b>.00</b>	<b>-744.00</b>	<b>66,068.23</b>

Contract for RFP 20-13  
RFP 20-13, Addendum 1  
Property Loss Runs  
City's RFP

\*\*Certain claim information may not be available since data availability can vary based on the insurance program.



# AIG Loss Run

Contract for RFP 20-13  
Appendix A  
City's RFP

**Policy :** 0019322406-029-000 CITY OF FAYETTEVILLE  
0019895540-029-000 CITY OF FAYETTEVILLE  
0018793136-029-000 CITY OF FAYETTEVILLE

**Filters:** Status = ALL

**Requester ID:** 066173

**Report Date / Time:** 11/02/2020 08:03 EST

**Valuation Date:** 10/30/2020

**Source:** U.S.

**The AIG Loss Run is a detail report, providing claim and financial information.**  
Run additional reports using IntelliRisk at <https://aig.com/ir>.

Certain claim information may not be available in this report, since data availability can vary based on the insurance program or benefit state (due to regulatory considerations). The content contained in this report is subject to privacy and security laws and should be handled in accordance with the applicable laws and regulations. This report is intended for review and use by authorized representatives of the insured or other parties authorized by the insured solely for legitimate business reasons. The information contained herein should be treated as privileged and confidential. If you are not the intended recipient, you are hereby notified that any disclosure, copy or distribution of this information is strictly prohibited, as is the taking of any action by you in reliance on its contents. If you received this communication in error, please notify us immediately.

### AIG Loss Run Financial Lines Claims

Policy : POL 0018793136-029-000 CITY OF FAYETTEVILLE 09/30/2015 - 09/30/2016

Report Date / Time: 11/02/2020 08:03 EST  
Valuation Date: 10/30/2020  
Currency: USD

Claimant Name Claim # / OneClaim # Loss Date	Loss State Receipt Date	Div / H.O. Status Closed Date	Adjuster Name Manager Name	Loss Description	Loss Paid
DRANCY ARNOLD 501-301570-001 / 7822544656US 03/16/2016	AR 03/23/2016	005/326 Closed 08/08/2016	KATHERINE HARDY CHRISTOPHER WOLFE	MATTER ALLEGING PLAINTIFF HAS SUFFERED INJURY AT THE HANDS OF INSURED.	.00
RICKY HOLTSCRAW 501-284627-001 / 8354439494US 02/08/2016	AR 02/12/2016	005/326 Closed 02/23/2017	MICHELLE CABAN CHRISTOPHER WOLFE	LAWSUIT BROUGHT BY INDIVIDUAL ALLEGING NOISE AND EXHAUST VIOLATIONS.	.00
<b>Pol-Asco-Mod: 0018793136-029-000</b>				<b>Claim Count = 2</b>	<b>.00</b>

Contract for RFP 2013  
Appendix A  
City's RFP

### AIG Loss Run Financial Lines Claims

Policy : POL 0019322406-029-000 CITY OF FAYETTEVILLE 09/30/2016 - 09/30/2017

Report Date / Time: 11/02/2020 08:03 EST  
Valuation Date: 10/30/2020  
Currency: USD

Claimant Name Claim # / OneClaim # Loss Date	Loss State Receipt Date	Div / H.O. Status Closed Date	Adjuster Name Manager Name	Loss Description	Loss Paid
/		005/		No Claims for Policy 0019322406-029-000 / Criteria	.00
Pol-Asco-Mod: 0019322406-029-000				Claim Count = 0	.00

Contract for RFP 20-13  
Appendix A  
City's RFP

### AIG Loss Run Financial Lines Claims

Policy : POL 0019895540-029-000 CITY OF FAYETTEVILLE 09/30/2017 - 09/30/2018

Report Date / Time: 11/02/2020 08:03 EST  
Valuation Date: 10/30/2020  
Currency: USD

Claimant Name Claim # / OneClaim # Loss Date	Loss State Receipt Date	Div / H.O. Status Closed Date	Adjuster Name Manager Name	Loss Description	Loss Paid
Rico Cohn 501-604466-001 / 7132575181US 07/19/2018	AR 07/26/2018	005/326 Closed 05/26/2020	KRIS ANN CAPPELLUTI CHRISTOPHER WOLFE	Suit brought by individual alleging false imprisonment, malicious prosecution, negligence and other	.00
ABC EQUIPMENT INC 501-526828-001 / 2440018905US 11/22/2017	AR 12/01/2017	005/326 Closed 09/18/2019	ROBERT BALLERINI THADDEUS BOROWIEC	CLASS ACTION LAWSUIT BROUGHT BY CORPORATION ALLEGING VIOLATION OF SUBSTANTIVE ANDPROCEDURAL DUE P!	.00
<b>Pol-Asco-Mod: 0019895540-029-000</b>				<b>Claim Count = 2</b>	<b>.00</b>

Contract for RFP 2013  
Appendix A  
City's RFP



Loss Run by Claim by Reserve Type  
Financials As Of 10/30/2020

Report Criteria: Client = 'Euclid Public Sector-First Dollar'

Group 1: Policy # is PEM-000527900LEL

File Number	Tier Claim Number	Party Name	Received Date	Insurance Carrier	File Handler					
Loss Date	Line of Business	Party Type	Claim Status	Claim Type	Policy Number					
Effective Date	Expiration Date	Insured Name	Controlling State	Reason for Report	Product Type					
EFD-0000210		Rico T. Cohn	Jul 19, 2018	Direct Hudson Insurance Company	Nicole Walsh					
Jul 19, 2018 12:00 pm	Professional Liability	Claimant	Open		PEM-000527900LEL					
Sep 30, 2017	Sep 30, 2018	City of Fayetteville	AR	Direct Claim	PRM					
Loss			ALAE			Total				
Reserve Type	Reserve	Paid	Incurred	Reserve	Paid	Incurred	Reserve	Paid	Recovered	Incurred\$
PROF - Prof Liab	\$0.00	\$0.00	\$0.00	\$22,410.05	\$10,070.75	\$32,480.80	\$22,410.05	\$10,070.75	\$0.00	\$32,480.80
EFD-0000210 Totals	\$0.00	\$0.00	\$0.00	\$22,410.05	\$10,070.75	\$32,480.80	\$22,410.05	\$10,070.75	\$0.00	\$32,480.80
PEM-000527900LEL	\$0.00	\$0.00	\$0.00	\$22,410.05	\$10,070.75	\$32,480.80	\$22,410.05	\$10,070.75	\$0.00	\$32,480.80
Totals										
	Open: 1	Closed: 0	Reopened: 0	Total: 1						

Contract for RFP 20-23  
Appendix A  
City's RFP



Loss Run by Claim by Reserve Type  
Financials As Of 10/30/2020

Report Criteria: Client = 'Euclid Public Sector-First Dollar'

Group 1: Policy # is PEM-000527901LEL

File Number	Tier Claim Number	Party Name	Received Date	Insurance Carrier	File Handler					
Loss Date	Line of Business	Party Type	Claim Status	Claim Type	Policy Number					
Effective Date	Expiration Date	Insured Name	Controlling State	Reason for Report	Product Type					
EFD-0000310		Rev Tom Brown	Oct 18, 2018	Direct Hudson Insurance Company	Nicole Walsh					
Oct 18, 2018 12:00 am	Professional Liability	Claimant	Closed		PEM-000527901LEL					
Sep 30, 2018	Sep 30, 2019	City of Fayetteville	AR	Direct Claim	PRM					
		Loss	ALAE		Total					
<u>Reserve Type</u>	<u>Reserve</u>	<u>Paid</u>	<u>Incurred</u>	<u>Reserve</u>	<u>Paid</u>	<u>Incurred</u>	<u>Reserve</u>	<u>Paid</u>	<u>Recovered</u>	<u>Incurred\$</u>
PROF - Prof Liab	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EFD-0000310 Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EFD-0000870		Assefa G. Egziabher, Jr.	Mar 11, 2020	Direct Hudson Insurance Company	Kelley Inman					
Sep 21, 2019 12:00 am	Professional Liability	Claimant	Open		PEM-000527901LEL					
Sep 30, 2018	Sep 30, 2019	City of Fayetteville	AR		PRM					
		Loss	ALAE		Total					
<u>Reserve Type</u>	<u>Reserve</u>	<u>Paid</u>	<u>Incurred</u>	<u>Reserve</u>	<u>Paid</u>	<u>Incurred</u>	<u>Reserve</u>	<u>Paid</u>	<u>Recovered</u>	<u>Incurred\$</u>
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EFD-0000870 Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PEM-000527901LEL Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Open: 1		Closed: 1		Reopened: 0		Total: 2				

Contract for REP 2020-13  
Appendix A  
City's REP



Loss Run by Claim by Reserve Type  
Financials As Of 10/30/2020

Report Criteria: Client = 'Euclid Public Sector-First Dollar'

Group 1: Policy # is PEM-000527902LEL

File Number	Tier Claim Number	Party Name	Received Date	Insurance Carrier	File Handler					
Loss Date	Line of Business	Party Type	Claim Status	Claim Type	Policy Number					
Effective Date	Expiration Date	Insured Name	Controlling State	Reason for Report	Product Type					
EFD-0000745		Judy L. Smith-Dandridge	Nov 21, 2019	Direct Hudson Insurance Company	Nicole Walsh					
Nov 21, 2019 12:00 am	Professional Liability	Claimant	Open		PEM-000527902LEL					
Sep 30, 2019	Sep 30, 2020	City of Fayetteville	AR		PRM					
		Loss	ALAE		Total					
Reserve Type	Reserve	Paid	Incurred	Reserve	Paid	Incurred	Reserve	Paid	Recovered	Incurred\$
Professional Liability	\$0.00	\$0.00	\$0.00	\$3,028.00	\$6,972.00	\$10,000.00	\$3,028.00	\$6,972.00	\$0.00	\$10,000.00
EFD-0000745 Totals	\$0.00	\$0.00	\$0.00	\$3,028.00	\$6,972.00	\$10,000.00	\$3,028.00	\$6,972.00	\$0.00	\$10,000.00
EFD-0000859		Assefa Gabrel Egziabher, Jr	Mar 09, 2020	Direct Hudson Insurance Company	Kelley Inman					
Mar 9, 2020 12:00 am	Professional Liability	Claimant	Open		PEM-000527902LEL					
Sep 30, 2019	Sep 30, 2020	City of Fayetteville	AR		PRM					
		Loss	ALAE		Total					
Reserve Type	Reserve	Paid	Incurred	Reserve	Paid	Incurred	Reserve	Paid	Recovered	Incurred\$
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EFD-0000859 Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EFD-0000862		City of Fayetteville	Mar 11, 2020	Direct Hudson Insurance Company	Kelley Inman					
Mar 11, 2020 12:00 am	Commercial Auto	Insured	Open		PEM-000527902LEL					
Sep 30, 2019	Sep 30, 2020	City of Fayetteville	AR		PRM					
		Loss	ALAE		Total					
Reserve Type	Reserve	Paid	Incurred	Reserve	Paid	Incurred	Reserve	Paid	Recovered	Incurred\$
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EFD-0000862 Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EFD-0000869		Assefa G. Egziabher, Jr.	Mar 11, 2020	Direct Hudson Insurance Company	Kelley Inman					
Apr 5, 2019 12:00 am	Professional Liability	Claimant	Open		PEM-000527902LEL					
Sep 30, 2019	Sep 30, 2020	City of Fayetteville	AR		PRM					
		Loss	ALAE		Total					
Reserve Type	Reserve	Paid	Incurred	Reserve	Paid	Incurred	Reserve	Paid	Recovered	Incurred\$
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EFD-0000869 Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Contract for REP 2021-13  
Appendix A  
City's REP



Loss Run by Claim by Reserve Type  
Financials As Of 10/30/2020

Report Criteria: Client = 'Euclid Public Sector-First Dollar'

	\$0.00	\$0.00	\$0.00	\$3,028.00	\$6,972.00	\$10,000.00	\$3,028.00	\$6,972.00	\$0.00	\$10,000.00
PEM-000527902LEL										
Totals	Open: 4	Closed: 0		Reopened: 0		Total: 4				

Contract for RFP 20-13  
Appendix A  
City's RFP



Hudson Insurance Company  
Hudson Specialty Insurance Company  
Hudson Excess Insurance Company

100 William Street, 5th Floor  
New York, NY 10038

T 212.978.2873  
F 646.216.3786  
www.hudsoninsgroup.com

An OdysseyRe

Fairfax Company

## LOSS RUN REQUEST FORM

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**Date:** October 30, 2020  
**Insured:** City of Fayetteville  
**Policy #:** PEM0005187-00  
**Effective:** 09/30/2017-09/30/2017

To Whom It May Concern:

Hudson has not received notice of any claims that have been reported under the Insured's policy captioned above.

Please do not hesitate to call should you have any questions or need additional information.

Regards,

Nicole M. Walsh-Ortenzi  
Public Sector Claims Manager

Policy No	Policy Eff Dt	Annl Stmt Co	Division	Module	Policy Exp Dt	Annl Stmt Co	Insured Name	Indemnity O/S Reserve	Medical O/S Reserve	Expense O/S Reserve	Paid Indemnity	Paid Medical	Paid Expenses	Salva ge	Subrog ation	Other Recoveries	Total Incurred
18793136	2015-09-30	165	5	0	2016-09-30	29	CITY OF FAYETTEVILLE	0.00	0.00	0.00	0.00	0.00	3,390.00	0.00	0.00	0.00	3,390.00
19895540	2017-09-30	165	5	0	2018-09-30	29	CITY OF FAYETTEVILLE	0.00	0.00	0.00	0.00	0.00	8,475.00	0.00	0.00	0.00	8,475.00
								<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,865.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11,865.00</b>

Contract for RFP 20-13  
Appendix A  
City's RFP

# RFP 20-13, Appendix B

HUB International

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5312 West Markham Street  
Little Rock, AR 72205

hubinternational.com

November 16, 2020

City of Fayetteville  
City Administration Building – City Hall  
Purchasing – Room 306  
113 West Mountain  
Fayetteville, AR

Attention: Andrea Foren, CPPO, CPPB, Purchasing Manager

Dear Andrea,

**Subject: INSURANCE BROKERAGE AND CONSULTATION SERVICES  
Request for Proposal 20-13**

The enclosed proposal is submitted in response to the above-referenced Request for Proposal, including any addenda.

I have served the City for many years working with Peggy Vice and now yourself along with your coworkers in the Purchasing Department. HUB International, my firm, is the 5<sup>th</sup> largest in the world. The response lists the services we have available. You get big company clout with local representation. I reside in Central Arkansas as well as in Fayetteville. NWA is important to me. As the Chapter Advisor for Sigma Chi Fraternity, I continue my involvement in Fayetteville regularly. I am the incoming Chairman to the Arkansas Grocers and Retail Merchants Assoc. My fellow board members work for Walmart and Harps Food Stores. Tyson is involved too. I am a founding member of Crystal Bridges and the Momentary. My point is I spend a great deal of time in Fayetteville. I went to school there and Fayetteville is where we plan to move full time in the near future. I know your city well. I also know your risk management program well and have made myself available 24/7 to your team. We have influenced collecting over \$1mm in claims that insurers attempted to deny coverage. Insurance for trails very close to RR tracks, Rubber Gorillas and other unique situations that require special insurance have been successfully negotiated. The current insurance market is the most difficult since the 80's. We feel the current program in place for the property is a solid renewal despite the limits and premium challenges. Your premiums are all very competitive and coverage terms are negotiated well. Our fee continues to be well below the typical market compensation scale. It has remained the same for many years. We enjoy our relationship with the City of Fayetteville. Hopefully, we continue as your broker.

Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposal and agree that any inconsistent provisions in our proposal will be as if not written and do not exist.

We have carefully read and examined the Request for Proposal and have prepared a proposal that outlines our many strengths and capabilities. We agree to be bound by statements and representations made in our proposal. Should we be identified as the successful Proponent we

# RFP 20-13, Appendix B

are willing to enter into an agreement with the City of Fayetteville on the terms and conditions contained in the Draft Agreement provided in Section D of the Request for Proposal.

Yours truly,

*WEherget*

Name: Eric Herget Title: VP & Shareholder of HUB International

Email: eric.herget@hubinternational.com

Legal name of Proponent: HUB International Midwest Limited

Date: November 13, 2020

**Request for Proposal No. 20-13**

# City of Fayetteville, AR

**Insurance Brokerage and Consultation  
Services**



# Contents

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# Part I – Business Organization

## Founded on Entrepreneurship

HUB International began in 1998 with the merger of 11 privately held insurance brokerages. That number has grown to 500+ integrated brokerages and 12,000+ employees across North America, all flying the HUB banner. Today, HUB is the fifth largest insurance broker in the world with a vast network of experts who will use their skills in risk services, claims management and compliance support to help you reach your goals.

HUB International is structured around large regional hubs, with satellite offices strategically located throughout the U.S. and Canada. This structure enables us to pair the resources and influence of a global broker with the local, personalized service you deserve. It also means we're able to respond quickly to changes in your situation, and to shifting market forces, whether local or international.

HUB International is committed to meeting — and exceeding — the service requirements of the City of Fayetteville. As the largest insurance broker in the U.S. and Canada, and the 5th largest globally, we welcome the opportunity to contribute to the improvement and expansion of your risk management program. With over 1 million clients, \$12 billion in written premium and a client retention rate of 92%, placing coverage for numerous cities and municipalities, we are confident that we are uniquely able to leverage our experience, depth, and resources to meet your needs.

**The Resources of a Global Leader**

- 475+ offices across North America
- 5<sup>th</sup> largest insurance broker globally
- 12,000+ employees
- 1M+ clients around the globe
- 92% client retention
- \$12B+ in premiums

## Our Capabilities to Broker the Best Deal for You

### OVERVIEW

Born in 1998 with the merger of 11 privately held consulting and insurance brokerages, HUB International has since grown to a network of more than 450 integrated brokerages across North America, making us the largest privately held insurance broker in the world.

### DECENTRALIZED HUB APPROACH

Our regional structure allows us to address local market needs while maintaining consistent standards on a national platform.

### BROAD ARRAY OF PRODUCTS, SERVICES AND CAPABILITIES

Through technically proficient practice groups and our deep bench of industry sector and insurance experts, HUB offers comprehensive solutions to our business and individual clients.

### BENEFITS OF SCALE

Our geographic reach, global resources and operational range provides us with access to more insurance markets with solutions tailored to our clients' needs.

### VALUE PROPOSITION

In a rapidly changing world, we advise businesses and individuals on how to prepare for the unexpected. When you partner with us, you're at the center of a vast network of experts who will help you reach your goals through risk services, claims management and compliance support. And this gives you the peace of mind that what matters most to you will be protected -- through unrelenting advocacy and tailored insurance solutions that put you in control.

### PROPERTY AND CASUALTY

As property losses and liabilities become increasingly more complex, it's important to have a partner who approaches your business insurance needs from a risk management standpoint.

#### Insurance Marketing

- Review your options within the current insurance environment
- Negotiate with underwriters for the most favorable terms and conditions
- Present recommendations after analyzing available options, costs and terms

#### Benchmarking

We enable you to establish unique performance targets based on best practices and continuously measure improvement.

### Technology

Our client portal and RMIS platform helps simplify the challenge of administering your risk management program and enables you to identify and track cost drivers.

HUB provides a full array of specialized lines of coverage:

- Performance and Surety Bonds
- Large Deductible and Self-Insured Programs
- International Insurance Evaluation and Insurance Placement
- Ocean Marine and International Property in Transit
- Environmental Risk
- Aviation Exposure Analysis and Insurance Placement
- Cyber Risk Evaluation
- Business Credit Insurance
- Transportation
- Entertainment



## Our Capabilities to Broker the Best Deal for You | 2

### MANAGEMENT AND PROFESSIONAL LIABILITY

Your management and professional exposures can be met with:

- Directors and Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- Crime
- Kidnap and Ransom
- Professional Liability
- Network Security/Cyber/Privacy Liability

### EMPLOYEE BENEFITS

When you work with HUB, you'll find yourself at the center of an employee benefits team that enables you to manage your workload and costs, while improving employee engagement.

- Multi-year Strategic Planning
- Cost Management
- Compliance Consulting
- Employee Engagement
- Health & Performance
- HR Technology Solutions
- Client Advocacy
- Employee Retirement Plans

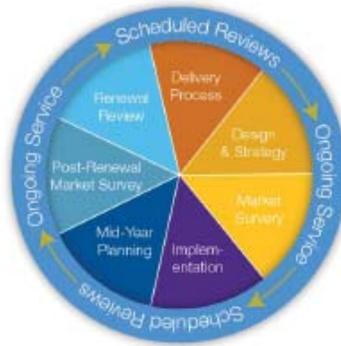
### PERSONAL INSURANCE

We help individuals protect and preserve their personal, family and estate assets. As one of the largest and most sophisticated personal insurance practices in North America, we are a trusted resource for all personal insurance and risk management needs.

#### Specialties Include:

- Home, Condominium, Auto, Valuable Articles, Collections, Individual and Group Personal Excess, Watercraft and Aircraft
- Individual Life and Disability
- Family Office Practice
- Private Client Advisors (High Net Worth Individuals)

### OUR STRATEGIC SERVICE APPROACH



### RISK CONSULTING

HUB Risk Consultants are board-certified and degreed safety, security, property and environmental professionals with an average of 20 years' experience in a variety of industries.

#### Services Include:

- Diagnostics (GAP Analysis, Benchmarking)
- Safety Program Design and Development
- Regulatory Compliance
- Behavioral Safety
- Fleet Safety
- Safety Audits and Inspections
- Productivity Improvement and Ergonomics
- Property Protection Engineering
- Liability Exposures
- Security Consulting
- Crisis Management and Business Continuity Planning
- Cyber Risk/Cyber Security
- Entertainment Risk
- Industrial Hygiene-Indoor Air Quality and Noise
- Driver Training
- Emergency Response Program

We have the knowledge and experience to deliver solutions that are properly scaled to meet your needs regardless of company size, location or industry.

HUB International's Workforce Productivity Casualty practice uses a holistic approach which provides a panoramic view of your organization as it relates to absenteeism and productivity in the workforce.

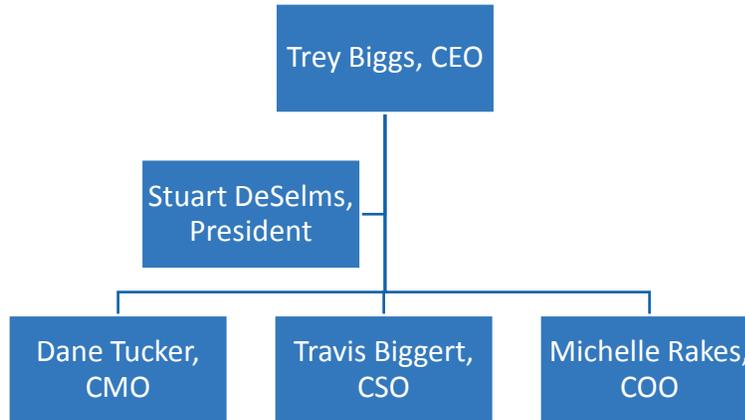
### CLAIM CONSULTING

Our consultants have broad claim knowledge and experience with a variety of medical, litigation, and coverage issues.

#### Services Include:

- Disability Management Program Design
  - Claim Data Analysis
  - Employer Claim Management Practices
  - Medical Case Management Program Design
  - Claim Audits
  - Claim Review
  - Reserve Analysis
  - Third Party Administrator (TPA) Selection
  - Settlement Evaluation
  - Coverage Disputes
  - Litigation Management
  - Subrogation/Second Injury Fund Recoveries
  - Claim reporting guidance
- If you experience a loss, you can count on HUB to be your advocate in the claims management process.

## Regional Leadership



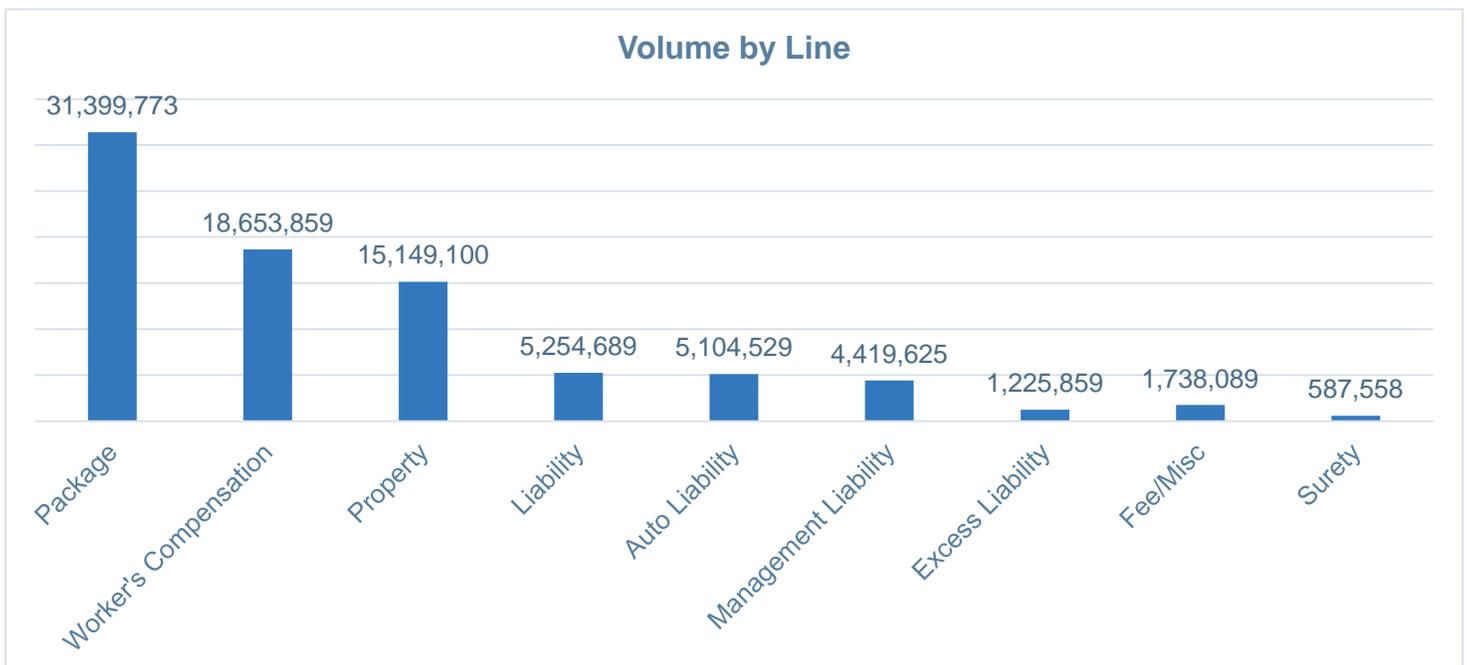
## Market Volume

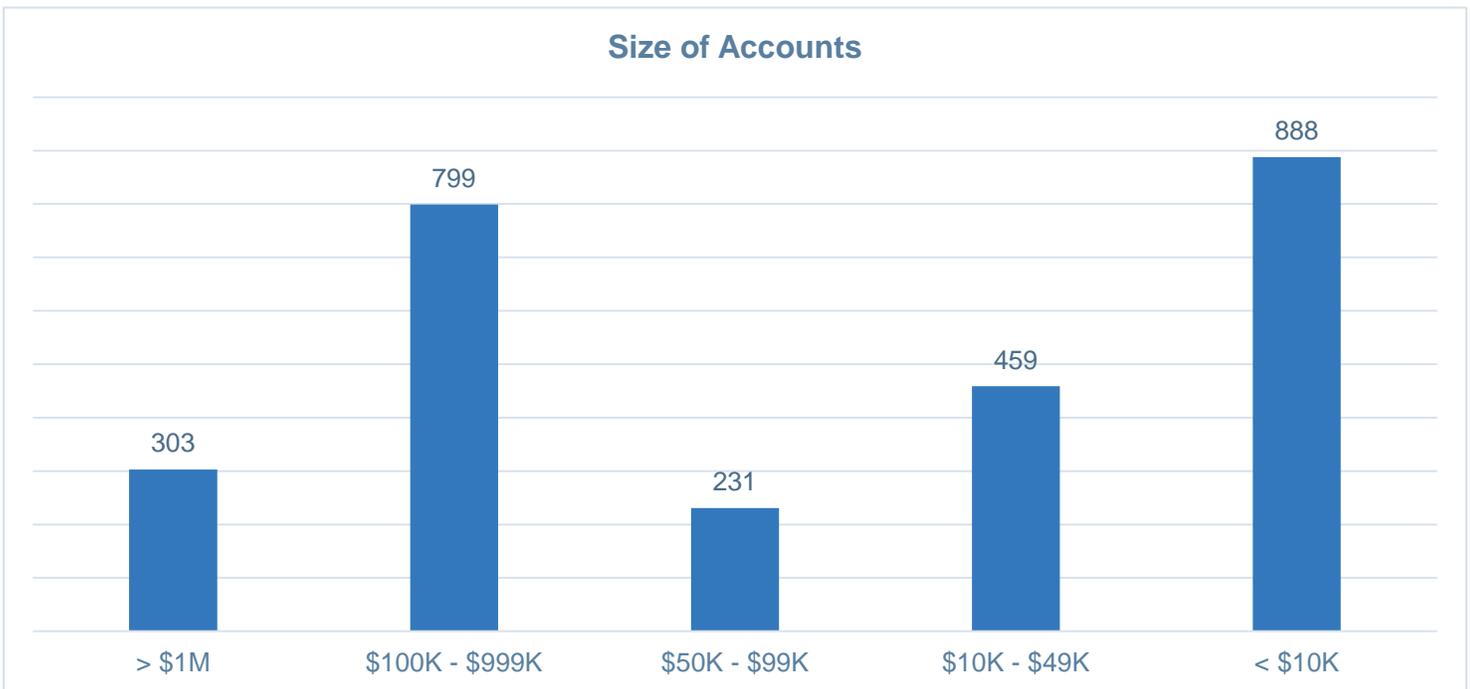
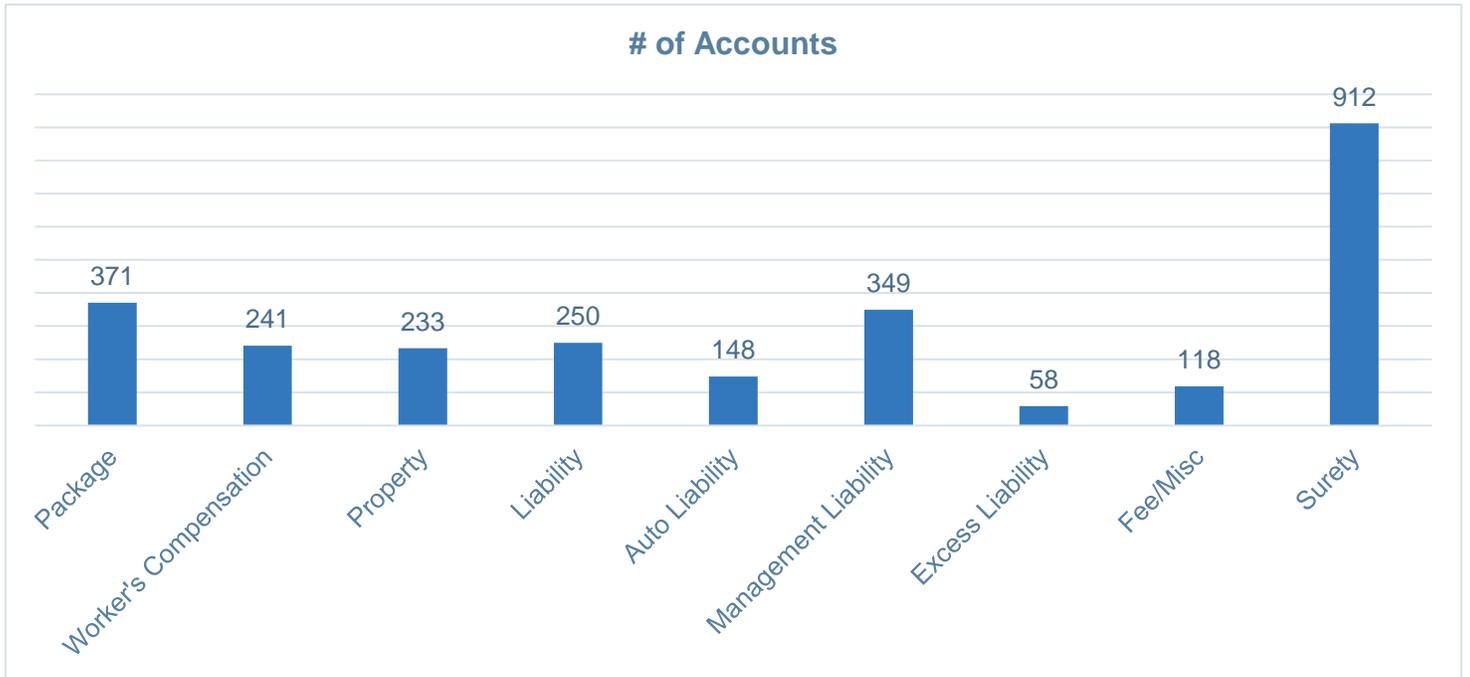
HUB International has experienced municipal and government insurance professionals throughout the United States, British Columbia, and Canada. We are experts at providing coverage and risk management services

Municipal exposures can be unique, and may require coverage for such things as executive liability, cyber liability, environmental and pollution liability, user group coverage, liquor liability, crime, aviation, bonds, heavy and specialized mobile equipment, vehicle fleets, and more. Our experience providing coverage and risk services to executive, legislative and general government, as well as public administration and national security, includes:

- 7533 public sector clients with \$552 million in premiums across North America
  - Property & Casualty: 2,690 Clients with \$84K in premiums
  - Employee Benefits: 4,853 Clients with \$469K in premiums

**Volume by Line**





## Part II – Concept and Solution

### Marketplace Strengths

HUB's unique ability to provide tailored, strategic solutions for clients of all sizes and to efficiently execute those solutions with our diverse talent differentiates us from other brokerages.

As a result of our leaders and marketplace leverage, HUB is able to create long-lasting relationships with existing carriers and vet new carriers. With new insurance carriers, we examine credit ratings, service models and products. We engage in a thorough, data driven comparative analysis between carriers so a carrier's differentiators are identified before presenting options to our clients. Our Subject Matter Experts are well versed in the markets and can "ask the right questions" of new insurance carriers in your favor in addition to identifying cutting-edge solutions for all client populations.

Regardless of the client, your potential savings would be a result of a strategic analysis customized for your needs as well as the strategic solutions we implement for your population.

### General Approach and Methodology

One of the key differentiators in HUB's service process is our philosophy concerning the design, negotiation, and placement of our clients' insurance programs. While we speak of a partnership role with our clients in bringing their risks to the marketplace, and our marketing process involves all of the core stages of the traditional model, the emphasis we place on each of those stages in the HUB model is in inverse proportion to the standard practice in our industry. While most brokerage marketing efforts are expended in the placement stage, we believe that a re-balanced distribution of time and attention among the stages in the marketing process yields far superior results. All too often, risk analytics are nearly indistinguishable from risk identification in the marketing practices of other firms in our industry.

HUB, on the other hand, is committed to performing the kind of extensive risk analysis work that underwriters commonly perform, before we and our clients approach the markets. In this manner when we engage the underwriters we are fully prepared to negotiate from a level playing field in terms of our depth of understanding of our clients' risks. By looking thoroughly and strategically at your risks ahead of time we can demonstrate and substantiate in the underwriters' own terms the rationale behind our marketing proposition.

## Insurance Markets

HUB International has access to all domestic markets, as well as a number of international markets. The list below is not exhaustive, but represents some of our top markets:

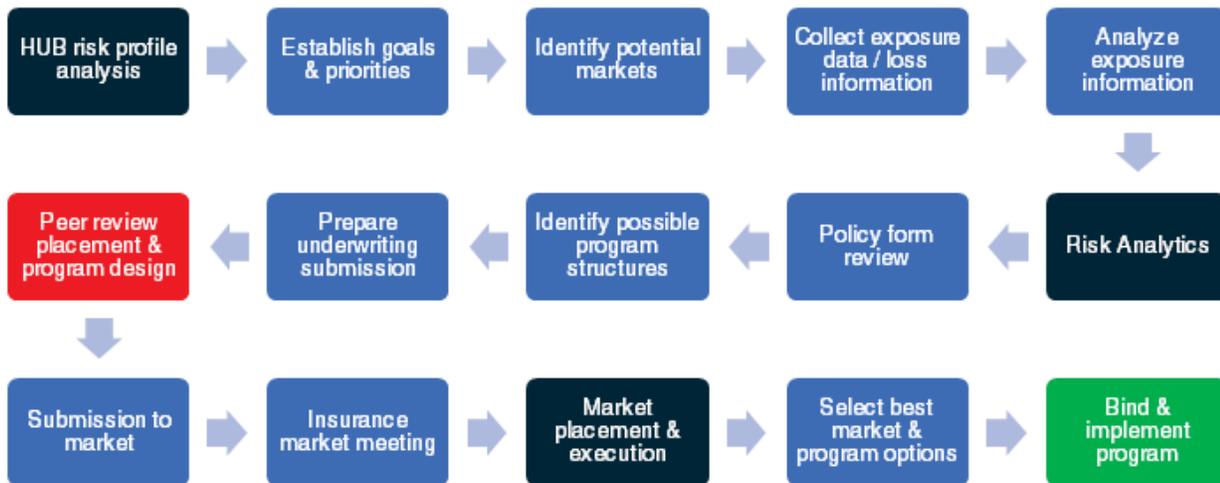
- Accident Fund Insurance Group
- Affiliated FM Group
- Alliant Property Insurance Program
- Allianz Insurance Group
- American International Group (AIG)
- Arch Insurance Group
- Aspen Insurance Company
- Axa XL Insurance Company
- AXIS Reinsurance Company
- Berkley Insurance Company
- Berkshire Insurance Company
- Beazley Insurance Company
- Chubb Insurance Company
- CNA Insurance Company
- Endurance Insurance Company
- Everest Insurance Company
- Everest Re Group
- FM Global Group
- Global Aerospace Group
- Great American Insurance Company
- Guarantee Company of North America
- Hallmark Insurance Company
- Hanover Insurance Company
- Hartford Insurance Company
- Hiscox Insurance Company
- Homeland Insurance Group
- Ironshore Insurance Group
- K&K Insurance Group
- Liberty International Insurance
- Liberty Mutual Insurance Company
- Lexington Insurance Company
- Lloyd's Underwriters
- Markel International
- Mid-Continent Casualty Insurance Group
- Munich Reinsurance Group
- Nationwide Insurance Company
- Navigators Insurance Group
- Old Republic Insurance Company
- QBE Insurance Group
- Royal & Sun Alliance Insurance Group (RSA)
- RSUI Insurance Company
- Scottsdale Insurance Company
- Starr Insurance Company
- Steadfast Insurance Company
- Swiss Re Group
- Travelers Insurance Company
- Westchester Surplus Insurance Company
- Zurich Insurance Company

The time and effort we give to the Analytics phase is well spent as through the analysis we can efficiently focus our program design work on those constructs and selection / deployment of carrier capacity that are particularly well suited for your specific risk profile.

The execution of the marketing strategy is also made much more effective by the analytics and the marketing submission is thereby much more powerful. Accordingly, when we enter the market we are far more focused and forceful; we know our objectives and are prepared to achieve them.

# RFP 20-13, Appendix B

HUB's extensive up-front preparation is the foundation of all of our marketing activity. The following chart summarizes the "cradle to grave" account management approach we undertake from initial risk assessment right through to binding – effectively we deconstruct the risk, analyze the exposures and reconstruct an optimum program.



# Part III – Program

## Work Plan & Timeline

Function	Tasks	Timeframe
<b>Analysis / Analytics</b>	<ul style="list-style-type: none"> <li>○ Perform extensive review of existing program</li> <li>○ Update Risk Profile based on risk assessment discussion with the City</li> <li>○ Tailor the Coverage Specification in the submission to eliminate coverage gaps or redundancies</li> </ul>	Upon appointment
<b>Market Strategy</b>	<ul style="list-style-type: none"> <li>○ Define renewal strategy, including pricing and coverage objectives, with the City</li> <li>○ Set renewal timelines and milestones</li> <li>○ Identify target markets and pre-qualify through initial underwriter meetings</li> <li>○ Define policy wording requirements plus any program structure options</li> <li>○ Analyze strengths / weaknesses of carrier services including loss control and claims handling</li> <li>○ Gather updated exposures from the City</li> </ul>	120 days prior to renewal
<b>Document Preparation and Market Submission</b>	<ul style="list-style-type: none"> <li>○ Assemble comprehensive insurance submission in format preferred by underwriters</li> <li>○ Review Risk Control and Claims service requirements with specifically defined process and reporting requirements</li> <li>○ Finalize selection of carriers to receive submission and invite service providers to respond</li> <li>○ Validate financial ratings of selected carriers and qualifications of selected services firm</li> </ul>	90-60 days prior to renewal
<b>Deliver Market Submission</b>	<ul style="list-style-type: none"> <li>○ Distribute submissions and service requirements and verify receipt</li> <li>○ Set up market meetings with carriers to review safety &amp; loss control</li> </ul>	60 days prior to renewal
<b>Market Negotiation</b>	<ul style="list-style-type: none"> <li>○ Schedule meetings with underwriters</li> <li>○ Follow-up on any requests for clarifications or additional data from underwriters</li> <li>○ Monitor progress of carrier proposal development and keep the team fully apprised of all developments</li> </ul>	60-45 days prior to renewal

# RFP 20-13, Appendix B

Function	Tasks	Timeframe
<b>Proposals Analysis</b>	<ul style="list-style-type: none"> <li>○ Analyze carrier quotations and subject analysis to peer review</li> <li>○ Qualitative review and audit of coverage terms and conditions, policy forms, other program considerations (such as collateral, admin requirements, carrier history/capability, etc.)</li> <li>○ Quantitative review of premium</li> <li>○ Prepare and present insurance pricing comparisons</li> <li>○ Prepare and present review of proposed terms and conditions, policy forms, administrative requirements, etc.</li> <li>○ Offer recommendations and rationale</li> </ul>	30–10 days prior to inception
<b>Coverage Binding</b>	<ul style="list-style-type: none"> <li>○ Create binders for transmittal to carriers</li> <li>○ Require signed binders from carriers prior to program inception</li> <li>○ Transmit all binders to the City noting coverage summary, schedule of subjectivities, and premium breakdown</li> </ul>	10-5 days prior to renewal
<b>Certificate Protocols and Issuance</b>	<ul style="list-style-type: none"> <li>○ Populate and review policy information in HUB International's certificates system</li> <li>○ Scrub data in certificate schedule in system and make ready for issuance</li> <li>○ Perform final review of schedule, and issue renewal certificates</li> </ul>	30 days prior to renewal
<b>Invoicing</b>	<ul style="list-style-type: none"> <li>○ Verify premium billing accuracy</li> <li>○ Submit a fee agreement to the City for signature</li> </ul>	10-0 days prior to renewal
<b>Policy Checking / Compliance Review</b>	<ul style="list-style-type: none"> <li>○ Receive electronic and hard copy of policy from insurer</li> <li>○ Review policy wordings upon receipt from underwriters</li> <li>○ Send policies to the City</li> <li>○ Follow-up with insurer for any needed corrections</li> </ul>	30-45 days post renewal
<b>On-going Services</b>	<ul style="list-style-type: none"> <li>○ Monitor insurers' financial status</li> <li>○ Evaluate impact and recommended actions in the event of a carrier downgrade</li> <li>○ Premium audits</li> <li>○ Policy Servicing: process endorsement and invoice endorsement premiums</li> <li>○ Process premium payments</li> <li>○ Prepare reports as needed/requested by the City</li> <li>○ Coordinate annual stewardship review</li> </ul>	Ongoing

## OVERVIEW OF THE Risk Services Division



### Risk Services Expertise

As a leading provider of risk management services, the HUB Risk Services Division partners with clients to work towards two common goals:

1. **Reduce a client's Total Cost of Risk (TCOR)**
2. **Make clients more resilient to losses and operational disruptions**

With experts in all functional areas and over 100 industries, our team has the proven knowledge and experience to assist clients in identifying current and potential risks, and implementing controls to reduce exposure to loss, improve productivity. In addition, we partner with clients to create claims management processes and address claim issues, should they occur.

### Consulting Methodology & Approach

Our consulting approach is designed to be timely, result-oriented, and focused where it counts most -- minimizing hazardous exposures and claims:

1. **Identify exposures, hazards, and losses**
2. **Evaluate current controls**
3. **Develop solutions**
4. **Implement solutions**
5. **Perform on-going measurement and evaluation**

#### HUB HIGHLIGHTS

- 400+ locations in North America
- Top 7 global insurance broker based on revenue
- 10,000+ employees
- 1M+ clients
- 92% client retention
- 12B+ In premiums

**CONTACT YOUR LOCAL HUB** to put our expertise to work for you, or visit:

[www.hubinternational.com/products/risk-services/](http://www.hubinternational.com/products/risk-services/)

### Risk Services Products & Services

HUB International specializes in a wide variety of risk services products and consultancy services. The HUB Risk Services Division offers solutions that are properly scaled to the client based on size, risk and geographic location. Our team focuses on adding value and servicing clients.

#### RISK CONTROL SERVICES

- Property Risk Engineering
- Safety & Environmental Management
- Regulatory Compliance
- Integrated Absence Management Programs

#### CLAIMS MANAGEMENT SERVICES

- Claim Management Best Practices
- Loss Analysis & Reporting
- Return-to-Work Planning
- TPA/Carrier Selection & Monitoring
- Premium Audit

#### SPECIALTY SERVICES

- Enterprise Risk Management
- Crisis Management
- Business Continuity Management
- Emergency Management
- Security Management
- Cyber Risk Management
- High Net Worth / Family Office Risk Management
- Travel Risk Management
- Clinical Risk Management
- Fleet Risk Management
- Risk Management Information Systems (RMIS)

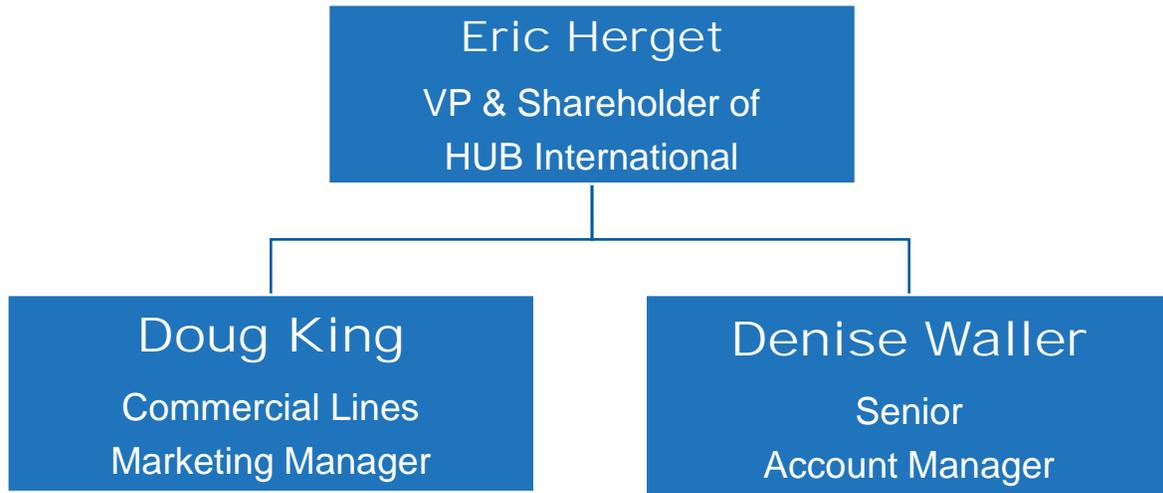
#### STRATEGIC PARTNERSHIPS

- Online Training Systems Providers / Developers
- Web-based Business Continuity Platforms
- Crisis Notification System Providers
- Art Preservation / Recovery Firms
- High-risk Claims Identification Tools
- Pre-hire Screening Tools
- Actuarial / Forensic Accounting Firms
- Driver Accountability Programs
- Online Fleet Risk Management Systems

[hubinternational.com](http://hubinternational.com)

## Part IV – Account Team Personnel

### Service Team



### Claims & Risk Services



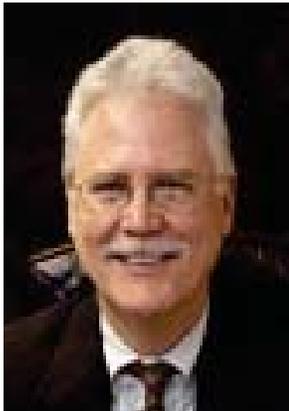


## **Eric Herget– VP & Shareholder of HUB International**

Eric Herget is a Vice President & Shareholder of HUB International located in our Little Rock, Arkansas office and is your current Authorized Negotiator and Primary Broker. Eric is an expert in the complex property and energy/utility sector. He works in the London and Bermuda markets regularly as layered/quota share property and casualty placements are a specialty practice area. He has experience in municipality, manufacturing, transportation, aviation and construction placements. Current municipal clients include the City of Fayetteville and the City of North Little Rock.

Eric graduated from the University of Arkansas at Little Rock with a bachelor's degree in Marketing. Eric's insurance career began with Sedgwick/Marsh in 1995 after working in the risk and claims management department of Entergy Arkansas. As a more than 30 year veteran of the insurance industry, in 2011 Eric led the effort of bringing HUB International, a leading global insurance broker, to the State of Arkansas.

Eric has served on the Arkansas Health Services Permit Commission and the Arkansas Alcohol Beverage Control Board. He is a graduate of Leadership Greater Little Rock and was listed in Arkansas Business' 40 Under 40. He served as chair of the Little Rock Workforce Investment Board. Currently he is the Chairman of the Associated Grocers and Retail Merchants of Arkansas. He serves as the Chapter Advisor for Sigma Chi Fraternity at the University of Arkansas in Fayetteville. He resides in central Arkansas and Fayetteville.



## **Doug King– Commercial Lines Marketing Manager**

Doug King is Commercial Lines Marketing Manager at our Little Rock, Arkansas office and is your secondary broker. With years of commercial lines experience, including a production role, he is able to work with the sales team to effectively place their accounts with the appropriate retail and wholesale markets. Doug connects with various underwriters and marketing representatives on a daily basis, working together to build the best insurance program for our clients. Doug has over 40 years of experience in the insurance industry.

Doug graduated from the University of Oklahoma with a degree in Finance and Risk Management. His insurance background started in 1978 as the multi-lines underwriter with Transamerica Insurance. From there Doug has served as a Casualty Underwriter and a Commercial Lines Underwriting Manager at HOME Insurance and Crum & Forster Insurance. In 1991 Doug moved to Sedgwick James and became the Little Rock, AR and Oklahoma City, OK Business Development Manager. In 1997 he became the Program Manager for the Oklahoma Municipal Assurance Group-Responsible for the underwriting, marketing, and policy services for an all lines program including the Property Insurance, Liability, Law Enforcement, Workers Comp and Employee Benefits. He contributed to the plan design for each program line, coordinated the actuarial services and rate making activities. He also negotiated reinsurance contracts and oversaw the marketing of all products and services.



## **Denise L. Waller - Senior Commercial Account Manager**

Denise L. Waller is a Senior Commercial Account Manager for HUB International where she coordinates client services and oversees their Commercial Insurance Programs. Proper management of Commercial Insurance Programs requires long-standing insurance experience and in-depth knowledge of insurance coverages. Aligning coverage and services with each client's unique needs is her primary goal. Responsibilities include Stewardship Reports, Claims Review, Exposure Analysis, and working closely with marketing to develop marketing strategy and comparing carrier quotes.

Clients that Denise has managed in her 35-year career include the following:

- Little Rock School District
- City of Little Rock
- Little Rock National Airport (now Bill and Hillary Clinton Airport)
- Colliers International
- Henderson State University – aviation program
- City of Jacksonville
- Tennessee School Boards Liability Trust Program (TSBLT)
- Arkansas Public Insurance Cooperative
- Central Arkansas Risk Management Association (CARMA)
- East Baton Rouge Parish School Board
- Methodist Church Insurance Program

Denise began her college career in 1994 while in her mid-thirties and the mother of two. She attended University of Arkansas at Little Rock majoring in Business Management with a minor in Accounting. While attending UALR Denise won a writing contest during Red Ribbon Week with her essay Nothing Changes if Nothing Changes.

Denise has served in other positions in her insurance career, which include Manager of Customer Service Agents for commercial clients, Commercial Insurance Quality Control Manager/In-house auditor and classroom instructor for new producers and interns. She also taught insurance classes for client Colliers International property managers.



## **Hollie Stout - Claims Specialist**

Hollie Stout, Claims Specialist for HUB International, specializes in our Commercial Property lines. She has over 20 years of experience adjusting multi line claims in personal, commercial and trucking transportation, as well as, servicing personal and commercial line policies.

She holds an Oklahoma license as an insurance adjuster, in addition to, AIC and AINS insurance designations from The Institutes.

Hollie came to HUB as a respected, service-oriented insurance adjuster that exhibits core competencies in leadership, customer service and excellent communication skills. She prides herself in developing meaningful relationships with clients, producers, staff and adjusters while making herself available to service their claim needs.

## **Sue Barnes - Senior Claims Specialist**



Sue Barnes is a Senior Claims Specialist with Hub International Mid-America in Tulsa, OK. Sue has been Insurance claims professional for over 38 years. She strives to take a proactive approach to advocate on behalf of our clients for the best possible claims outcome and employ practices to ensure the clients' interests are protected by policies of insurance placed by Hub.

Sue has experience in managing all lines of claims and coverages including Auto, Property, General Liability, D & O, EPL, Cyber, Professional, Surety as well as Workers' Compensation. Her current focus is primarily liability as we have a team of claims experts handling all facets of claims.

Sue handles all types of industry risk including but not limited to municipalities, trucking, healthcare, property management, home builders, contractors, and the food industry. She attends relevant continuing education and training to enhance her knowledge and skills annually and holds professional designations – C.I.S.R. (Certified Insurance Service Representative and C.I.C. (Certified Insurance Counselor)

## **Bernardo Estrada Jr. – Senior Risk Consultant**



Bernardo Estrada Jr. brings ten years of experience in the environmental, health, and safety industry to HUB International as a Senior Risk Consultant for the Risk Services Division. Based in Tulsa, OK, in this role, he provides services to clients in regulatory compliance, workers' compensation analysis, and overall reduction in the total cost of risk.

After graduating from Southeastern Oklahoma State University, Bernardo began his environmental, health, and safety career as a safety consultant for a workers compensation carrier. In this role, Bernardo strategically helped create safety cultures for policyholders in industries such as oil/energy, construction, distribution, manufacturing, and education. Bernardo also served as a safety supervisor/lead for companies such as Chesapeake Energy, DXP Enterprises, Inc., and ConocoPhillips in the Eagle Ford Shale/Permian Basin. In these roles, Bernardo led contractors in high-risk activities which involved hydrogen sulfide sampling, pipeline construction, and facility construction. In his last year with ConocoPhillips, Bernardo helped his team maintain a 0.00 TRIR for all of 2015.

Bernardo is a member of the ASSP (Tulsa, OK, Chapter)

## Responding to Questions and Concerns

It is important that client expectations are met. We know that our service directly impacts the City's management time. To meet the City's timelines for service, HUB maintains at a minimum the following **Service Level Agreements**:

<b>Phone Calls</b>	Returned within 4 hours, if not immediately
<b>Emails</b>	Returned within 4 hours, if not immediately
<b>Certificates of Insurance</b>	Returned within 2-4 hours, often sooner
<b>Endorsement Requests</b>	Ordered from carrier day of receipt of request and delivered to client 30-45 days post request.
<b>Contact with Producer</b>	24 Hours Per Day

<b>Function</b>	<b>Personnel</b>	<b>Timeframe</b>
<b>Analysis/Analytics of Program</b>	Producer	Initially & Ongoing
<b>Market Strategy</b>	Producer/ Marketing Manager/Account Manager	120 Days Prior to Renewal
<b>Marketing Submission Preparation/Market Submissions Sent to Underwriters</b>	Account Manager	90-60 Days Prior to Renewal
<b>Market Negotiation</b>	Producer/Marketing Manager/Account Manager	60-45 Days Prior to Renewal
<b>Quote Analysis/Proposal Preparation</b>	Marketing Manager/Account Manager	45-10 Days Prior to Renewal
<b>Proposal Presentation</b>	Producer	30-10 Days Prior to Renewal
<b>Coverage Binding &amp; Invoicing</b>	Account Manager	10-5 Days Prior to Renewal
<b>Certificate Protocols and Issuance</b>	Account Manager	30-0 Days Prior to Renewal
<b>Policy Checking</b>	Account Manager	30-45 Days Post Renewal
<b>Policy Delivery</b>	Producer	30-45 Days Post Renewal
<b>On-going Services (Contract Review, Change Requests)</b>	Account Manager	Ongoing as Needed
<b>Stewardship Review</b>	Producer/Account Manager	Mid Policy Term
<b>Risk Services</b>	Producer/Risk Services	Ongoing as Needed

## Part V – Corporate Experience

Client/Contact	Lines of Coverage	Related Services
<b>City of Fayetteville</b> <b>Attn: Andrea Foren</b>	Property Including Business Interruption, Equipment, Flood, Earthquake, Equipment Breakdown, Builders Risk, Airport Liability, Bonds, Railroad Protective Liability, Fiduciary Liability, Public Officials Liability, Law Enforcement Liability, Employment Practices Liability, Cyber Liability, Community Service Volunteer Accident, Surety	Contract Review, Insurance Program Placement, Construction Project Insurance Placement, Surety Program Placement, Risk Management Advisory & Service
<b>City of N Little Rock &amp; N Little Rock Electric Department</b> <b>Attn: Jessica Stephens</b> <b>P.O. Box 5757</b> <b>North Little Rock, AR 72119</b> <b>(501) 975-8882</b>	Property, Equipment, Marine Liability, Boat Physical Damage, Cyber Liability	Contract Review, Insurance Program Placement, Risk Management Advisory & Service
<b>Arkansas Inland Maritime Museum</b> <b>Attn: Greg Zonner</b> <b>P.O. Box 5757</b> <b>North Little Rock, AR 72119</b>	Vessel Hull & Liability, Equipment, Directors & Officers Liability	Contract Review, Insurance Program Placement, Risk Management Advisory & Service
<b>Tulsair Beechcraft Airport Fixed Based Operator</b> <b>Attn: J.J. Lester</b> <b>P.O. Box 582470</b> <b>(918) 835-7651</b>	Airport General Liability, Aircraft Liability & Physical Damage, Automobile Liability & Physical Damage, Crime, Surety	Contract Review, Insurance Program Placement, Surety Program Placement,
<b>Arkansas Regional Innovation HUB</b> <b>Attn: Errin Stranger</b> <b>201 E. Broadway</b> <b>North Little Rock, AR 72114</b>	Property, General Liability, Equipment, Automobile Liability & Physical Damage, Cyber Liability, Workers' Compensation & Umbrella Liability	Contract Review, Insurance Program Placement, Risk Management Advisory & Service
<b>City of Prairie Village</b> <b>Attn: Wes Jordan</b> <b>7700 Mission Road</b> <b>Prairie Village, KS 66208</b>	Property, General Liability, Fine Arts, Equipment, Auto Liability & Physical Damage, Management Liability, Cyber Liability, Umbrella Liability, Workers Compensation, Crime, Kidnap & Ransom and Employee Benefits	Contract Review, Insurance Program Placement, Risk Management Advisory & Service, HR Best Practices/Compliance, Independent Contractor Risk Transfer and Claims Advocacy

Client/Contact	Lines of Coverage	Related Services
<b>City of Ottawa, KS</b> <b>Attn: Michelle Wapp</b> <b>101 S Hickory</b> <b>Ottawa, KS 66067</b>	Property, Auto Liability, Crime, General Liability, Aviation, Errors & Omissions, Employment Practices, Cyber Liability and Employee Benefits	Contract Review, Risk Management Advisory Services

## Part VI – Authorized Negotiator

Eric Herget  
 VP & Shareholder of Hub International  
 5312 West Markham Street  
 Little Rock, AR 72205  
 501.664.6587

## Part VII – Cost Proposal

Our compensation philosophy is simple...set our remuneration so that we are appropriately compensated for our products and services, including a reasonable profit margin, on a completely transparent basis. HUB International is a full service retail broker and our compensation, as agreed by you, will be all encompassing as it pertains to the design, negotiation, placement and annual servicing of your current insurance program. We strive for a long-term, mutually beneficial relationship with our clients and business partners, believing that responsible pricing of services is one of the cornerstones of any engagement that we pursue.

HUB proposes the following fee structure based on our understanding of the current program and the services required, which will remain unchanged unless a significant change in scope of services occurs.

<b>Annual Fee</b>	<b>Insurance Brokerage</b>
Per year	\$13,000

# Part VIII – Proof of Insurance

General Liability and Worker's Compensation

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 11/9/2020			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
<b>PRODUCER</b> Hub International Northeast Limited -NY 1065 Avenue of the Americas/ 5 Bryant Park New York NY 10018				<b>CONTACT NAME:</b> PHONE (A/C, Ho, Ext): 212-338-2000      FAX (A/C, No): 212-338-2100 E-MAIL ADDRESS:			
<b>INSURED</b> 021071 Hub International Mid-America c/o HUB International Northeast 5 Bryant Park, 4th Floor New York NY 10018				INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: Zurich American Insurance Company      16535 INSURER B: ACE American Insurance Company      22667 INSURER C: INSURER D: INSURER E: INSURER F:			
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER: 825337309</b>		<b>REVISION NUMBER:</b>			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INBR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO5472010-08	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Host Liquor Lib. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MSB/ER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7175-19-47	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR EVIDENCE PURPOSES ONLY							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
City of Fayetteville, Arkansas 113 W Mountain, Room 306 Fayetteville, AR 72701				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 			

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ACORD 25 (2016/03)

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## Insurance Agents Errors & Omissions

#S816985/M623713

Client#: 31301

HUBINTE

### ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HUB International Midwest Limited Professional Liability Department 55 East Jackson Blvd Chicago, IL 60604		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 312 922-5000 FAX (A/C, No): 866 748-9821 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
<b>INSURED</b> Hub International Limited 300 North LaSalle St., 17th Floor Chicago, IL 60654		INSURER A : Ironshore Indemnity, Inc. 23647 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

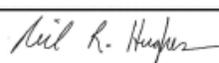
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Ins Agents E&amp;O</b>		PEO901139-01	11/15/2020	11/15/2021	\$10,000,000/\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This coverage applies to all U.S. operations of Hub International Limited.

HUB International Mid-America is an insured under Hub International Limited's master contract.

<b>CERTIFICATE HOLDER</b> City of Fayetteville, Arkansas 113 W Mountain, Room 308 Fayetteville, AR 72701	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 20-13, Insurance Broker and Consulting Services

DEADLINE: Tuesday, November 17, 2020 before 2:00 PM, local time

Pre-Proposal Conference: Thursday, October 29, 2020 at 2:00 PM, local time

PURCHASING MANAGER: Andrea Foren, aforen@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Issued 10/22/20, Advertisement 10/25/20

REQUEST FOR PROPOSAL

RFP 20-13, Insurance Broker and Consulting Services

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Official.

Name of Firm: HUB International Mid-America

Contact Person: Eric Herget Title: VP & Shareholder of HUBInternational

E-Mail: eric.herget@hubinternational.com Phone: 501-773-7468 - Cell

Business Address: 5312 W. Markham, Little Rock, AR

City: Little Rock State: AR Zip: 72205

Signature: WEherget Date: 11/16/20

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

1) NO KNOWN RELATIONSHIP EXISTS

2) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Corporate Name of Firm: HUB International Mid-America \_\_\_\_\_

Primary Contact: Eric Herget \_\_\_\_\_ Title of Primary Contact: VP & Shareholder of HUB International \_\_\_\_\_

Phone#1 (cell preferred): 501-773-7468 (Cell) \_\_\_\_\_ Phone#2: 501-664-6587 (Office) \_\_\_\_\_

E-Mail Address: eric.herget@hubinternational.com \_\_\_\_\_

# RFP 20-13, Appendix B

## 3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
RFP 20-13, Insurance Broker and Consulting Services - Addendum 1, 11.04.2020	<i>WEherget</i> Eric Herget	11/05/2020

## 4. PRICING:

Pricing summary shown in this section shall be completed by all Proposers. Any additional fees or charges shall be provided in a separate attachment, be fully itemized, and inclusive of any charges or fees the City could be charged.

## 5. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: HUB International Mid-America\_\_\_\_\_

PHYSICAL ADDRESS: 5312 W. Markham, Little Rock, AR 72205\_\_\_\_\_

MAILING ADDRESS: 6100 S. Yale Ave., Tulsa, OK 74136\_\_\_\_\_

PRINTED NAME: Eric Herget \_\_\_\_\_

PHONE: 501-773-7468 (Cell) \_\_\_\_\_ FAX: 501-443-8643\_\_\_\_\_

# RFP 20-13, Appendix B

E-MAIL: eric.herget@ hubinternational.com \_\_\_\_\_

SIGNATURE: WEherget \_\_\_\_\_

TITLE: VP & Shareholder of HUB International \_\_\_\_\_ DATE: 11/16/20 \_\_\_\_\_