



Brookings-Harbor School District 17C  
564 Fern Ave  
Brookings, OR 97415  
541 469-7443  
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[www.brookings.k12.or.us](http://www.brookings.k12.or.us)

## REQUEST FOR PROPOSALS FOR INSURANCE AGENT OF RECORD SERVICES FOR BROOKINGS-HARBOR SCHOOL DISTRICT 17C

### 1. PURPOSE OF RFP

Brookings-Harbor School District (BHSD), is requesting proposals from qualified firms with significant experience to assist BHSD with its insurance needs by providing insurance agent-of-record services. A description of the work to be performed is shown in the attached contract marked as Exhibit "A". The initial term of the agreement, unless earlier terminated, is from July 1, 2019 to June 30, 2022. Annual extensions may be made with the agreement of both parties.

BHSD expects to select and contract with one firm to act as its insurance agent of record to provide all the services listed in Section 5, Scope of Services. BHSD may choose not to select any firm to provide the services or may elect to reject all proposals.

BHSD is an equal opportunity, affirmative action employer, does not discriminate because of race, religion, color, sex, national origin, sexual orientation, marital status, age if the individual is 18 years of age or older, or disability, and invites proposal from minorities, women and emerging small businesses or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

The firms responding to this Request for Proposal (RFP) should be prepared to cooperate fully with BHSD, its staff and the Project Representative throughout the entire selection process.

### 2. INFORMATION CONCERNING RFP

- 2.1 Project Representative – Jerod Nunn, Director of Fiscal Services, is the sole point of contact at BHSD for this selection action. All correspondence pertaining to this RFP should be directed to Jerod Nunn, Director of Fiscal Services, 564 Fern Ave, Brookings, Oregon 97415. Telephone (541) 469-7443, Fax (541) 469-6599, or E Mail: [jerodn@brookings.k12.or.us](mailto:jerodn@brookings.k12.or.us). The RFP can be obtained off the district website at [www.brookings.k12.or.us](http://www.brookings.k12.or.us).

2.2 Persons who submit proposals (offerors) are cautioned not to make any assumptions as to the implied meaning or intent of any part of the RFP. Offerors should request clarification if needed. Every request for information on, or clarification of the RFP must be submitted to the Project Representative in writing by May 1, 2019.

**3. SCHEDULE OF EVENTS**

The following schedule of events shall be followed for this RFP:

- 3.1 RFP Released April 11, 2019.
- 3.2 The deadline for submitting inquiries on this RFP is May 1, 2019.
- 3.3 Proposals are due on May 24, 2019, at 4:00 P.M.
- 3.4 If necessary, interviews will be done by May 31, 2019.
- 3.5 Firm will be selected by June 7, 2019.
- 3.6 A contract will be signed by June 30, 2019.

**4. ADDENDA TO THE REQUEST FOR PROPOSALS**

The provisions of this RFP cannot be modified by oral interpretations or statements. If inquiries or comments by offerors raise issues that require clarification by BHSD or BHSD decides to revise any part of this RFP, addenda will be provided to all persons who receive the RFP Receipt of an addendum must be acknowledged by signing it and returning it with the proposal.

**5. SCOPE OF SERVICES**

The services solicited in this RFP include the following (refer to attached Exhibit "A" (contract) for details):

- Property and Liability Insurance
- Workers Compensation Insurance

**6. CONTENT OF PROPOSALS**

The submitted written proposal must utilize the following format and content detail. Three (3) copies of the proposal will be initially required. Proposals shall be prepared so that the responses are specifically identified in the same order as the requested information identified below:

A. TITLE PAGE

1. Name/Signature of proposing firm's authorized Representative, including phone number and address. The proposal must be dated on this page. The authorized representative is to signify the proposer's agreement and compliance with all requirements set forth in the RFP. In addition, the signature will certify the proposer's acceptance of and responsibility for the following (note that the following language must be reproduced above proposer's signature):
2. All data presented in the proposal is accurate and complete.
3. Acknowledgment that the proposer has read and understood the RFP and the proposal is made in accordance with the contents of the RFP unless otherwise noted in the proposal.
4. The proposal shall be valid for 90 days after submission of the proposal.
5. The cost of submittals and any related expenses, including travel for interviews or inspections, shall be entirely the responsibility of the proposer.
6. The discovery of any significant inaccuracy in information submitted by the proposer shall constitute good and sufficient cause for rejection of the proposal.

B. PROPOSED SERVICES

Provide a statement of the services proposed to be provided to include (at a minimum) how your firm will provide what is identified in the Scope of Services mentioned above (and in attached Exhibit "A"). Be specific regarding each area of services for which you are submitting a proposal.

C. STATEMENT OF QUALIFICATIONS

Provide a brief explanation of why your firm is qualified to provide insurance agent of record services to BHSD.

D. STAFFING

Identify the specific personnel who will be assigned to provide services pursuant to this RFP. For each of these persons, please provide a resume as an exhibit.

E. EXPERIENCE

Describe the experience of your firm in providing insurance agent of record services for public and private sector clients, and for all areas of service for which your firm is submitting a proposal.

F. CLIENT/REFERENCES

Provide a list of clients for whom you have provided insurance agent of record services during the past three years. Include names, telephone numbers and email addresses of references and the types of services provided. List public and private sector clients separately. List areas of service for each reference.

G. FINANCIAL SAVINGS

Explain how your services have resulted in a financial savings for your clients.

H. SAMPLE REPORTS

Describe or provide samples of the kind of reports you would be preparing for BHSD if selected as insurance agent of record.

I. RESPONSE/SERVICE

Explain how your firm will be able to provide the immediacy of response and personal quality of service needed for a small rural school district.

J. COST OF SERVICE

State how your firm would propose to be compensated for providing insurance agent of record services for BHSD. Be specific regarding each area of service, note the costs separately.

K. AVAILABLE OPTIONAL SERVICES

Describe the associated services your firm will be able to offer BHSD to assist BHSD's risk management program, add quality to our insurance programs and/or otherwise enhance our business processes with regard to insurance and risk management.

L. STATEMENT OF ASSURANCE

Provide a statement of assurance that your firm is not currently in violation of any regulatory agency rules, or, if in violation, the violation does not have a material adverse effect on your ability to perform under the proposed contract.

**7. CONTRACT**

A firm selected by BHSD will be requested to enter into a written contract substantially in the form attached to this RFP.

**8. SUBMISSION OF PROPOSAL**

8.1 Proposals must be received by the Project Representative at 564 Fern Ave, Brookings, Oregon, 97415 by 4:00 P.M. on May 24, 2019. Proposals received after the specified time and date will be rejected.

8.2 Proposals shall be submitted in sealed packages or envelopes and clearly identified on the exterior of the envelope or package as follows: RFP - Agent of Record Insurance Services for Brookings-Harbor School District 17C.

## **9. WITHDRAWAL OF PROPOSALS**

Any proposal may be withdrawn by delivering a written request at any time prior to the time set for opening proposals. The request shall be executed by a duly authorized representative of the entity making the offer.

## **10. EVALUATION OF PROPOSALS**

- 10.1 Proposals will be evaluated by the Project Representative.
- 10.2 Proposals that do not contain all information required by this RFP or are otherwise non-responsive may be rejected or given a lower rating in the evaluation process.
- 10.3 BHSD may request supplemental information from an offeror concerning the offeror's ability to perform services. If an offeror fails to provide supplemental information promptly after receiving a written request from BHSD, BHSD may refuse to consider the offeror's proposal.
- 10.4 BHSD reserves the right to waive defects in a proposal if BHSD determines that it is in the public interest to do so.
- 10.5 BHSD reserves the right to reject any proposal or all proposals if BHSD determines that it is in the public interest to do so.
- 10.6 BHSD reserves the right to interview any or all offerors.
- 10.7 The following criteria will be applied in the evaluation process:
  - 10.7.1 The experience and qualifications of the offeror
  - 10.7.2 References
  - 10.7.3 Cost
- 10.8 BHSD reserves the right to consider other criteria that are pertinent to the offeror's qualifications in addition to criteria listed in subsection 10.7.
- 10.9 In cases of doubt or differences of opinion concerning the interpretation of this RFP, BHSD shall have exclusive discretion to determine the intent, purpose, and meaning of any provision in this RFP. BHSD retains exclusive discretion to determine:
  - 10.9.1 Whether a proposal is complete and complies with the provisions of this RFP.
  - 10.9.2 Whether an offeror should be allowed to submit supplemental information.
  - 10.9.3 Whether an offeror will be interviewed.
  - 10.9.4 Whether irregularities or deficiencies in a proposal should be waived.
  - 10.9.5 The value that should be assigned to criteria listed in subsection 10.7 and other criteria that may be considered pursuant to subsection 10.8.

## **11. SELECTION**

- 11.1 Following its receipt of the recommendation by the Project Representative, the BHSD Board of Directors will make the final decision on the award of contract.
- 11.2 All offerors not selected will be notified of BHSD's decision.
- 11.3 Final award will be subject to negotiation and execution of an acceptable contract. Negotiation of the contract will include the scope of services, fees for services, and other contract provisions.

# EXHIBIT A

## INSURANCE AGENT OF RECORD SERVICES CONTRACT

This contract is made on June 30, 2019, by and between Brookings-Harbor School District 17C, and \_\_\_\_\_(Consultant).

BHSD and Consultant agrees as follows:

1. Term

- 1.1 Except as otherwise provided herein, the initial term of this contract shall commence on July 1, 2019, and end on June 30, 2022.
- 1.2 Annual Extension may be made by written agreement of both parties. The provisions of this contract shall apply to each renewal, except that the parties may negotiate changes in the fees for Consultant's services.

2. Administration of Contract:

The Superintendent or the Director of Fiscal Services, or his/her designee, shall have authority to administer this contract on behalf of the School Board.

3. Scope of Services:

Consultant shall act as BHSD's Agent of Record for liability and property insurance. Consultant shall perform all services reasonably necessary to carry out those functions. Said services shall include but not be limited to, the following:

With Respect to Liability and Property Insurance as applicable:

- 3.1 Provide up-to-date and unbiased information to the BHSD and School Board with relation to the most advantageous insurance and reinsurance markets from the standpoint of availability, cost, security, and coverage.
- 3.2 Prepare market analyses and forecasts by insurance line prior to each renewal. Such analyses should report pricing and service trends, availability of markets, short-term factors affecting the markets and projections of longer-term direction in which the markets are moving.
- 3.3 Assist carriers in the design of policy forms as needed.
- 3.4 Evaluate carriers for consideration as potential markets and assist in continuing re-evaluation of the performance of insurers being used.

- 3.5 Be mindful of and recommend the use of self-insurance or other risk financing techniques whenever appropriate. Opportunities for non-insurance transfers should also be recommended where observed to be viable alternatives.
- 3.6 Solicit bids and secure binders prior to effective dates for required insurance coverages. Assist in the preparation of the materials, specifications and background data to be included in bid solicitations from insurers. Assist the school board in selecting insurance coverages.
- 3.7 Verify accuracy of all policies, endorsements and invoices prior to delivery. Any deviation from specification should be brought to the attention of the Director of Fiscal Services and appropriate corrections secured.
- 3.8 Prepare annually a concise summary for each and every insurance policy affected.
- 3.9 Assist in the preparation and equitable settlement of all claims covered by the BHSD's insurance companies.
- 3.10 Provide claims audit services, if requested.
- 3.11 Issue and replace promptly, binders, certificates of insurance, loss payable forms and any other coverage verification documents as required.
- 3.12 Keep BHSD informed on new or changing markets, forms, products, laws, government regulations, and any other information that may affect the Risk Management function.
- 3.13 Act as liaison with insurance companies as needed.

4. **Quality of Service:**

- 4.1 Consultant shall perform the services as an independent contractor in accordance with generally accepted standards in Consultant's profession. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services performed by Consultant. Consultant shall, without additional compensation, correct or revise any error or deficiencies in the services that are caused by Consultant's negligence.
- 4.2 Consultant shall perform the services as expeditiously as is consistent with professional skill and care. Upon request of BHSD, Consultant shall submit for BHSD's approval, a schedule for the performance of Consultant's services. The schedule shall include allowance for periods of time required for BHSD's review and approval of the Consultant's services. The schedule approved by BHSD shall become a part of this contract.

5. **Consultant's Personnel:**

- 5.1 Services shall be rendered by, or under the supervision of \_\_\_\_\_, who shall act as Consultant's representative in all communications and transactions with BHSD.



5.2 Consultant has represented, and by entering into this contract now represents, that all of Consultant's personnel are fully qualified to perform the work to which they will be assigned in a competent and professional manner.

5.3 Consultant will endeavor to honor reasonable specific requests of BHSD with regard to assignment of Consultant's employees to perform services covered by this contract if the requests are consistent with sound business and professional practices.

6. **Independent Contractor Status:**

6.1 Consultant is engaged by BHSD as an independent contractor and shall not be deemed an "agent" of BHSD as that term is construed under the Oregon Tort Claims Act.

6.2 Consultant shall be responsible for payment of:

6.2.1 Social Security, Federal and State withholding taxes for the wages paid to Consultant's employees.

6.2.2 Taxes on monies disbursed to Consultant's principals.

6.3 Consultant's officers, principals and employees shall not be deemed employees of BHSD and shall not be entitled to any benefits from BHSD that generally are granted to BHSD employees, such as vacation, holiday and sick leave, other leaves with pay, medical and dental coverage, life and disability insurance, overtime, Social Security, worker's compensation, unemployment compensation and retirement benefits.

7. **Compliance with Law:**

7.1 This contract will be governed by and construed in accordance with laws of the State of Oregon. Consultant shall promptly observe and comply with all present and future laws, orders, regulations, rules and ordinances of federal, state, county and city governments with respect to the services including, but not limited to, provisions of ORS 279B.220, 279B.230, and 279B.235.

7.2 Consultant is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Prior to commencing any services, Consultant shall certify to BHSD that Consultant has workers compensation coverage required by ORS Chapter 656. If Consultant is a carrier insured employer, Consultant shall provide BHSD with a certificate of insurance. If Consultant is a self-insured employer, Consultant shall provide BHSD with a certification from the Oregon Department of Insurance and Finance as evidence of Consultant's status.

8. **Ownership of Documents:**

All documents prepared by Consultant pursuant to this contract shall be the property of BHSD.

9. **Payment:**

9.1 Consultant shall be paid for services under this contract as outlined in the attached Exhibit 1(Typical: Attached successful proposal details).

- 9.2 Consultant shall bear all costs incurred in performance of the services including, but not limited to, labor, materials, transportation, insurance, bonds, administrative services and overhead. Consultant shall not be entitled to any compensation for the services other than what is allowed by Exhibit 1.
- 9.3 BHSD shall not be indebted or liable for any obligation created by this contract in violation of the debt limitation of Article XI, Section 10 of the Oregon Constitution.
- 9.4 BHSD shall not be liable for any expenditure under this contract for which statutory appropriation has not been made pursuant to ORS 294.305. (Local Budget Law).
- 9.5 Each year, BHSD will appropriate funds for the services that will be provided during the following fiscal year. In the event no funds or insufficient funds to pay for the services are appropriated for subsequent fiscal years, BHSD shall immediately notify Consultant, and this contract shall terminate on the last day of the fiscal year for which appropriations are made. Such notice is a condition precedent to invoking the limitation on payment stated in subsection 9.3.

10. **Records:**

- 10.1 Consultant shall develop and maintain complete books of account and other records on the services which are adequate for evaluating Consultant's performance. Consultant's records shall demonstrate a clear distinction between the services and expenses covered by this contract and Consultant's other cases and transactions.
- 10.2 Consultant's books and records shall be made available for inspection by BHSD at reasonable times, to verify Consultant's compliance with this contract. BHSD shall have the right to request an audit of Consultant's books and records by a certified public accountant retained by the BHSD.

11. **Indemnification:**

- 11.1 Consultant shall defend, indemnify and save Brookings-Harbor School District, its officers and employees harmless from any and all claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death), or damage to property (including loss or destruction), of whatsoever nature arising out of or incident to the fault, negligence, wrongful act or wrongful omission of Consultant (including but not limited to, the acts or omissions of Consultant's employees, agents, and others designated by Consultant to perform services attendant to this contract).
- 11.2 Consultant shall not be held responsible for any claims, actions, costs, judgments, damages or other expenses directly, solely, and proximately caused by the negligence of BHSD.
- 11.3 The purpose of this section is to allocate risk for claims between BHSD and Consultant. Nothing in this section is intended to waive any limitations on liability established by the Oregon Tort Claims Act.

12. **Insurance:**

Consultant shall, at its own expense, at all times during the term of this agreement, maintain in force:

- 12.1 A comprehensive professional liability policy with minimum coverage of at least \$2,000,000 combined single limit. BHSD shall be named as an additional insured. Certificates of Insurance shall be provided to BHSD upon request.
- 12.2 A comprehensive general liability policy with minimum coverage of at least \$2,000,000 combined single limit. BHSD shall be named an additional insured. Certificates of Insurance shall be provided to BHSD upon request.
- 12.3 Currently valid workers' compensation insurance covering all its workers. Certificates of Insurance shall be provided to BHSD upon request.
- 12.4 A comprehensive automobile liability insurance policy including owned and non-owned automobiles. The coverage under this policy shall be with a minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims). Certificates of Insurance shall be provided to BHSD upon request.

13. **Default**

- 13.1 There shall be a default under this contract if either party fails to perform any act or obligation required by this contract within ten days after the other party gives written notice specifying the nature of the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the ten day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the ten day period, and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.
- 13.2 Notwithstanding subsection 13.1, either party may declare a default by written notice to the other party, without allowing an opportunity to cure, if the other party repeatedly breaches the terms of this agreement.
- 13.3 If a default occurs, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under Oregon law. All remedies shall be cumulative.
- 13.4 Any litigation arising out of this contract shall be conducted in Circuit Court of the State of Oregon for Curry County.
- 13.5 In the event of a breach of contract by Consultant or negligent performance of any of the services, BHSD's rights under this section and any resultant cause of action against Consultant shall not be deemed to accrue until BHSD discovers the breach or negligence, or should have, with reasonable diligence, discovered the breach or negligence. However, the preceding sentence shall not be construed to allow BHSD to prosecute an action against Consultant beyond the maximum time limitation provided by Oregon law.

13.6 Termination shall not prejudice any right of a party prior to the effective date of termination.

14. **Termination without Cause:**

14.1 In addition to the right to terminate this contract under subsection 13.3, BHSD may terminate by giving Consultant written notice sixty days prior to the termination date.

14.2 If BHSD terminates the contract under subsection 14.1, Consultant will have the right to complete such analyses and records as may be necessary to place its files in order and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date of termination.

14.3 If BHSD terminates the contract under subsection 14.1, Consultant shall be paid for all fees earned and costs incurred prior to the termination date. Consultant shall not be entitled to compensation for lost profits.

15. **Notices**

Any notice required to be given under this contract or any notice required to be given by law shall be in writing and may be given by personal delivery or by registered or certified mail, or by any other manner prescribed by law.

15.1 Notices to BHSD shall be addressed as follows: Brookings-Harbor School District, 564 Fern Ave, Brookings, OR 97415

15.2 Notices to Consultant shall be addressed as follows:

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16. **Interpretation:**

Words, terms, and phrases which are not specifically defined in this contract shall have the ordinary meaning ascribed to them in Consultant's business or profession unless the context clearly indicates otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular and words in the singular include the plural. The word "shall" is mandatory and not merely directory.

17. **Successors:**

17.1 The successors, assigns and legal representatives of Consultant and BHSD shall be subject to all provisions of this contract.

17.2 Consultant shall not assign any of Consultant's rights or responsibilities under this contract or enter into any subcontracts for performance of the services without obtaining the prior written consent of BHSD.

18. **No Waiver**

18.1 BHSD’s review, approval, acceptance of, or payment for, any of the services shall not be construed to waive any of BHSD's rights under this contract or of any cause of action arising out of Consultant's breach of this contract or negligent performance of services.

18.2 No provision of this contract shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach by either party, whether express or implied, shall not constitute waiver of any other breach.

19. **Severability:**

If any provision of this contract is held by a court to be invalid, such invalidity shall not affect any other provision of this contract. This contract shall be construed as if such invalid provision had never been included.

20. **Entire Agreement:**

This contract, documents incorporated in this contract by reference and the attached exhibits constitute the entire and final agreement between the parties. This contract may be changed only by written modifications that are signed by both parties.

**CONSULTANT**

BY \_\_\_\_\_

Date \_\_\_\_\_

FED. ID# \_\_\_\_\_

BROOKINGS-HARBOR SCHOOL DISTRICT

Approved As To Form:

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## **EXHIBIT 1**

The compensation of consultant shall be in the form of commissions negotiated with the insurance company(ies), at no cost to Brookings-Harbor School District(BHSD).

BHSD will receive credit for any insurance company commission over the amount quoted for services in the attached agent's response to the request for proposals.