

**SERVICE AGREEMENT**  
**BROKER OF RECORD SERVICES FOR PROPERTY INSURANCE**

**Service Agreement No. 71**

THIS **Broker of Record Services for Property Insurance Agreement** (this "Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), acting by and through its City Manager or his designee ("City Manager"), and Carlisle Insurance (described hereafter as "Contractor"), effective for all purposes upon execution by the City Manager.

WHEREAS Contractor has proposed to provide **BROKER OF RECORD SERVICES FOR PROPERTY INSURANCE** in response to **RFP Event No. 71**;

WHEREAS the City has determined Contractor to be the lowest responsible proposer;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

1. **Services.** Contractor will provide **BROKER OF RECORD SERVICES FOR PROPERTY INSURANCE** in accordance with **RFP Event No. 71** ("Services"), which request for proposal and related specifications, if any, are attached to this Agreement and incorporated by reference into this Agreement as **Exhibit "A"**. Contractor's proposal to provide the services is attached to this Agreement and incorporated by reference into this Agreement as **Exhibit "B"** in the amount of \$24,135 annually as well as the commission associated with the National Flood Insurance Program (NFIP) policies that are purchased annually by the City for the full 5-year potential extension period. In the event that the City elects not to purchase the NFIP policies, the contractor's fee will increase to \$45,000 annually for the full 5-year potential extension period. Optional extension for annual periods after the first year at said fee amount shall occur only if, the overall insurance rates obtained for property insurance are maintained at a level the same as or lower than the current overall property insurance rates notwithstanding any natural disaster or catastrophic event.

2. **Term.** This Agreement is for a term of one (1) year, commencing on the date signed by the City Manager and continuing for twelve months thereafter. The term includes an option to extend for up to four additional one-year periods subject to the approval of the City Manager.

3. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of the Contractor's notices and communications regarding this Agreement must be directed to the Contract Administrator, who is the City's **'Risk Manager'**.

4. **Independent Contractor.** Contractor will perform the Services hereunder as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions may any employee, agent, or representative of the Contractor be considered an employee of the City.

5. **Insurance.** Before Services can begin under this Agreement, the Contractor's insurance company must deliver a Certificate of Insurance as proof of the required insurance coverages to the Contract Administrator. Additionally, the certificate must state that the **City's Risk Manager** will be given at least 30 days' notice, by certified mail, of cancellation, material change in the coverages, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given

**2015-454** thin 15 days of the City Manager's written request.

**12/15/15**

**M2015-125**

**Carlisle Insurance**

**INDEXED**

6. **Assignment.** No assignment of this Agreement nor any right or interest herein held by the Contractor is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is the essence of this Agreement, and the City's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

7. **Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City (the City's fiscal year ends each September 30th) is subject to budget approval and appropriations providing for such contract item as an expenditure in the fiscal budget. The City does not represent that a budget item for this Agreement will be actually adopted, as that determination is within the sole discretion of the City Council at the time of adoption of each fiscal budget.

8. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement, or Exhibit A, or the Contractor's response to **RFP Event No. 71** waives any subsequent breach of the same.

9. **Compliance with Laws.** This Agreement is subject to all applicable federal, state and local laws. All duties of the parties will be performed in Corpus Christi, Texas. The applicable law for any legal disputes arising out of this Agreement is the law of Texas, and the forum and venue for such disputes is the appropriate district or county court in and for Nueces County, Texas.

10. **Subcontractors.** The Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the **Risk Manager**. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

11. **Amendments.** This Agreement may be amended only in writing and signed by persons authorized to execute the same by both parties.

12. **Termination.**

A. The City Manager may terminate this Agreement for Contractor's failure to perform the services specified in this Agreement and its exhibits. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period stated in the notice, the City Manager may terminate this Agreement immediately thereafter.

B. Failure to keep all insurance policies in force for the entire term of the Contract constitutes a material breach and is grounds for termination. Upon Contract Administrator's receipt of the required notice of any change in coverage, the Contract Administrator will provide Contractor with written notice of same and give Contractor a reasonable opportunity to cure. If the Contractor fails to cure within the specified cure period, the City may terminate the Contract immediately thereafter.

C. Alternatively, the City may terminate this Agreement, with or without cause, upon 20 days advance written notice to the Contractor. However, the City may terminate this Agreement upon 24 hours' advance written notice to the Contractor for the Contractor's failure to pay any required taxes or to provide proof of payment of taxes as set out in this Agreement. The Contractor may terminate this Agreement upon 90 days' advance written notice to the City.

D. If the City terminates its Contract under the foregoing paragraph, the City shall pay the Contractor for services actually performed prior to such termination, less such payments as have been previously made. Contractor shall not be entitled to any further compensation for work performed by the Contractor or anyone under its control or direction from the date of receipt of notice of cancellation including any and

all costs related to the transferring of any files to another Contractor or any costs related to the electronic transfer of any information including, but not limited to: tape transfers, downloads, uploads, CDs, etc.

E. Upon termination of the Contract, the Contractor shall provide the City reproducible copies of all work completed or partially completed documents prepared under the Contract – all such documents thereafter being the sole property of the City within (30) days of such termination at the Contractor's expense.

**13. Taxes.** The Contractor covenants to pay all payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other taxes in accordance with Circular E "Employer's Tax Guide", Publication 15, as it may be amended, and applicable federal and state laws. Upon request, the City Manager shall be provided proof of payment of these taxes within fifteen (15) days of such request.

**14. Drug Policy.** The Contractor must adopt and enforce a "Drug Free Workplace" policy.

**15. Violence Policy.** The Contractor must adopt and enforce a "Violence in the Workplace" policy.

**16. Notice.** Notice must be given by personal delivery, facsimile (fax), or by certified mail, postage prepaid and return receipt requested, and is deemed received on the date hand-delivered or faxed, with proof of accepted transmission, and on the third day after deposit in the U.S. mail if sent certified mail. Notice shall be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attention: Risk Manager  
P. O. Box 9277  
Corpus Christi, Texas 78469-9277  
Fax # 361-826-3697

**IF TO CONTRACTOR:**

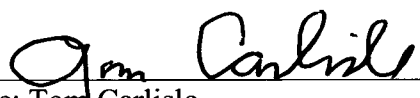
Contractor	<u>Carlisle Insurance</u>
Contact Person:	<u>Tom Carlisle</u>
Address:	<u>500 N. Water Street, Suite 900</u>
City, State, ZIP:	<u>Corpus Christi, Texas 78401</u>
Fax #:	<u>361/884-3470</u>

**17. Month-to-Month Extension.** If the City has not completed the procurement process and awarded a new agreement upon expiration of the original contract term or any extension period, the Contractor shall continue to provide goods/services under this Agreement at the most current price, in accordance with the terms and conditions of this Agreement or extension, on a month-to-month basis not to exceed six months. Any month-to-month provision of goods/services by the Contractor under this Agreement automatically terminates on the effective date of a new contract.

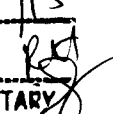
18. **Severability.** Each provision of this Agreement is severable and if, for any reason, any such provision or any part thereof is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

19. **INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH, OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO INDEMNITEES, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS AGREEMENT.

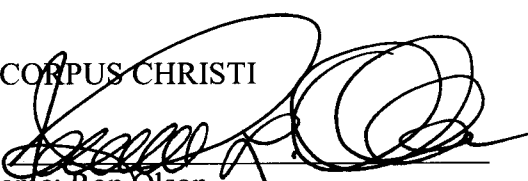
Contractor: Carlisle Insurance

Signature:   
Printed Name: Tom Carlisle  
Title: President, Carlisle Insurance

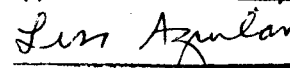
Date: 11/17/15

M 2015-125 AUTHORIZED  
COUNCIL 12/15/15  
SECRETARY 

CITY OF CORPUS CHRISTI

Signature:   
Printed Name: Ron Olson  
Title: City Manager

Date: 11/23/15

Approved as to form: 12/15/15  
  
Lisa Aguilar  
Assistant City Attorney  
City Attorney

ATTEST:   
REBECCA HUERTA  
CITY SECRETARY

**CITY OF CORPUS CHRISTI  
PURCHASING DIVISION  
BUSINESS DESIGNATION FORM**

ENSURE THIS FORM IS SUBMITTED WITH YOUR BID RESPONSE

**PLEASE INDICATE WHETHER YOUR COMPANY IS ANY ONE OF THE FOLLOWING:**

☐ **YES** ☐ **NO** - **CERTIFIED HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Select all that are appropriate:

- ☐ ASIAN PACIFIC  
☐ BLACK  
☐ HISPANIC  
☐ NATIVE AMERICAN  
☐ WOMAN

Please visit the following website for information on becoming a Texas Certified HUB: <http://www.window.state.tx.us/procurement/prog/hub/>

☐ **YES** ☐ **NO** - **LOCAL SMALL BUSINESS (LSB)**

A for-profit entity employing less than 49 employees located within the City limits of Corpus Christi, Texas

☐ **YES** ☐ **NO** OTHER (PLEASE SPECIFY):

☐ THIS COMPANY IS **NOT** A CERTIFIED HUB or LSB

**THE INFORMATION REQUESTED IN THIS FORM IS FOR STATISTICAL REPORTING PURPOSES ONLY AND WILL NOT INFLUENCE AWARD DECISIONS OR THE AMOUNT OF MONIES EXPENDED WITH ANY GIVEN COMPANY.**

**BID INVITATION NO: BI-      -**

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

Telephone:      -      -      Ext. \_\_\_\_\_

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

Fax:      -      -      \_\_\_\_\_

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

E-mail: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Person Authorized to Sign Form

Signer's Name: \_\_\_\_\_  
(Please print or type)

Title: \_\_\_\_\_



SUPPLIER NUMBER \_\_\_\_\_  
TO BE ASSIGNED BY CITY'S  
PURCHASING DIVISION

## CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

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

P. O. BOX: \_\_\_\_\_ STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ -

FIRM IS: 1. Corporation ☐ 2. Partnership ☐ 3. Sole Owner ☐  
4. Association ☐ 5. Other ☐

### DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Job Title and City Department (if known)

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2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Title

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3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Board, Commission or Committee

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4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name

Consultant

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### FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or

body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

### **CERTIFICATION**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

### **DEFINITIONS**

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.

# ***CITY OF CORPUS CHRISTI, TEXAS***

## **Event No. 71**

### **Request for Proposal**

# **Broker of Record Services for Property Insurance**

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# ***CITY OF CORPUS CHRISTI, TEXAS***

## **Event 71**

# **Broker of Record Services for Property Insurance**

## **Section 1**

## **Notice of Request for Proposal**

### **1.1 Request for Proposal**

The City of Corpus Christi, acting by and through its duly authorized City Manager or designee (hereafter referred to as "City"), hereby issues this request for proposal "RFP". The City is seeking proposals from qualified Proposers for Broker of Record Services for Property Insurance Coverages.

*Pursuant to the Texas Local Government Code §252.024, Selection of Insurance Broker – The selected broker may be retained only on a fee basis and may not receive any other remuneration from any other source.*

- A. The City shall enter into a contract(s) for a period of one-year (1) with an option to extend for up to four (4) additional one-year periods.
- B. Joint Proposals by agents/brokers will be accepted.
- C. The City hereby designates Elisa Covington as the Procurement Officer with overall responsibility for procurement and administration of this service. Mrs. Covington's information is as follows:

**Elisa Covington**

**Senior Buyer**

City of Corpus Christi  
1201 Leopard Street, 4<sup>th</sup> Floor, City Hall  
Corpus Christi, Texas 78469-9277  
Phone: (361) 826-3161  
elisac@cctexas.com

- D. All inquiries or requests regarding this RFP must be submitted to the Procurement Officer indicated above, or her designee as specified herein, in writing and online, via PublicPurchase.com using the electronic question submission feature specific to this RFP. Such inquiries or requests must be submitted by the due date and time provided in Section 1.3 of this RFP. Other employees do not have the authority to respond for the City in writing and any attempt to question other employees regarding this RFP may result in the City disqualifying that Proposer. Only written responses from the Procurement Officer or her duly authorized designee will be binding with regard to inquiries requesting clarification or additional information. The Procurement Officer's, or her duly authorized designee's, written responses will be released simultaneously to all prospective Proposers.
- E. All questions and requests for clarification from the City shall be received, as described above, by the Procurement Officer by the date and time specified in Section 1.3 of this RFP. Questions and requests for clarification received after such time shall be deemed late and shall not be considered.

The City will provide written responses to all prospective Proposers in the form of written addenda specific to this RFP and published on PublicPurchase.com, if such information is necessary to Proposers in submitting proposals or if the lack of such information would be prejudicial to uniformed Proposers. Oral explanations or instructions provided by the City before the award of the contract shall not be binding upon the City.

- F. The date and time the Proposer electronically submits its proposal via PublicPurchase.com shall be electronically recorded by PublicPurchase.com and shall be the official “time stamp” for the purpose of this RFP. The time maintained by PublicPurchase.com shall be the official time for the purpose of the DUE DATE FOR PROPOSALS provided in Section 1.3 of this RFP.

## **1.2 MINIMUM REQUIREMENTS for Submission of Proposal**

- A. **PROPOSER SHALL SUBMIT ITS PROPOSAL ELECTRONICALLY, AS INSTRUCTED HEREIN, VIA PUBLICPURCHASE.COM.** All proposals must be complete and accurate and in City approved format specified herein.
- B. The City’s Charter and the City’s Electronic Procurement Policy require that all proposals submitted be sealed, secret, unopened and time-locked through the DUE DATE FOR PROPOSALS specified in this RFP. **Therefore, proposals submitted directly to the City by facsimile machine, e-mail or hard copy will be considered non-responsive and will be eliminated from consideration.**
- C. Proposals will be received, electronically, before the date and time specified in Section 1.3 of this RFP. Without exception, proposals received on or after this deadline are late, shall be deemed non-responsive and shall not be considered.
- D. Proposers shall comply with the additional detailed instructions regarding submission of proposals found in Section 4 of this RFP.

## **1.3 Schedule**

The following is the schedule for this procurement:

<b>Date</b>	<b>Activity</b>
July 24, 2015	Request for Proposal issued
August 10, 2015	Written questions are due, via the question feature in PublicPurchase.com, before 5:00 p.m. CT
<b>August 28, 2015</b>	<b>DUE DATE FOR PROPOSALS: Proposals due before 5:00 p.m. CT</b>
October 20, 2015	Projected Date Award of Contract will appear as “Future” Item on City Council Agenda
October 27, 2015	Projected Date Award of Contract will appear as “Consent” Item on City Council Agenda
October 27, 2015	Projected Alternate Date Award of Contract will appear as “Future” Item on City Council Agenda
November 10, 2015	Projected Alternate Date Award of Contract will appear as “Consent” Item on City Council Agenda

## **Section 2**

# **Conditions Governing the Procurement**

### **2.1 RFP Notice Requirement**

Notice of the RFP shall be published in the Corpus Christi Caller Times once a week for two consecutive weeks. The date of the first publication will be at least fourteen (14) days prior to the proposal due date.

### **2.2 RFP Procedural and Content Questions**

- A. Any Proposer requiring further clarification of the RFP procedures should submit specific questions to the Procurement Officer as described in Section 1.1, C of this RFP.
- B. During a review of this RFP and preparation of the proposal, certain errors, omissions or ambiguities may be discovered. If so, or if there are doubts or concerns about the meaning of any part of this RFP, questions should be submitted to the Procurement Officer as described in Section 1.1, C of this RFP.

### **2.3 Basis for Proposal**

Only the information contained in this RFP, questions and answers, addenda hereto and information supplied by the City in writing through the Procurement Officer should be used in the preparation of the Proposer's proposal(s).

### **2.4 Submission of Proposals**

A formal opening of the proposals shall not take place.

### **2.5 Proposal Terms and Conditions**

With its proposal, the Proposer must submit a complete set of any additional terms and conditions proposed for inclusion in the Final Agreement.

### **2.6 Disclosure of Proposal Contents**

Proposals will be opened in a manner that avoids disclosure of the contents to competing Proposers and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract(s) are awarded; however, trade secrets and confidential information in the proposals are not open for public inspection. **It is specifically provided, however, that each Proposer must identify any information contained in its proposal which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary". **If such material is not conspicuously identified, then by submitting its proposal, a Proposer agrees that such material shall be considered public information.**

### **2.7 Late Proposals**

Without exception, proposals must be submitted before the DUE DATE FOR PROPOSALS. Proposals received on or after the time and date specified in Section 1.3 are late and shall not be considered.

## **2.8 Signing of Proposals**

By submitting and signing a proposal, the Proposer indicates its intention to adhere to the provisions described in this RFP. **Proposals signed for a partnership** shall be signed in the Proposer's name by at least one general partner or in the Proposer's name by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the proposal, a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal, and executed in accordance with the legal requirements of the Proposer. **Proposals signed for a corporation** shall have the correct corporate name thereon and shall bear the president's or vice president's original signature with the name and title written below the corporate name. Any other signature must be accompanied by a resolution of the Board of Directors authorizing such signature to contract in the corporation's name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

## **2.9 Cost of Proposal**

This RFP does not commit the City to pay any costs incurred by a Proposer for preparation and/or submission of a proposal or for procuring or contracting for the items to be furnished under this RFP. All costs directly or indirectly related to preparing and responding to this RFP, including all costs incurred for supplementary documentation, shall be borne solely by the Proposer.

## **2.10 Disclosure of Interest**

The City of Corpus Christi's Code of Ordinances, Section 2-349, as amended, requires all persons or Proposers seeking to do business with the City to provide the Disclosure of Interest information on the City-supplied form included herewith. Every question must be answered. If the question is not applicable, answer with N/A. Proposers are obligated to provide updated information concerning the disclosure of interest, as warranted, for the duration of time the proposals are under consideration.

## **2.11 Ownership of Proposals**

All documents submitted in response to this RFP shall become the property of the City.

## **2.12 Disqualification or Rejection of Proposals**

Proposers may be disqualified for any of the following reasons:

1. There is reason to believe that collusion exists among the Proposers;
2. The Proposer is involved in any litigation against the City;
3. The Proposer is in arrears on an existing contract or has defaulted on previous contracts with the City;
4. The Proposer lacks financial stability;
5. The Proposer has failed to perform under previous or present contracts with the City;
6. The Proposer has failed to use the City's approved forms;
7. The Proposer has failed to adhere to one or more of the provisions established in this RFP;
8. The Proposer has failed to submit its Proposal in the format specified herein;
9. The Proposer has failed to submit its Proposal before the deadline established herein;
10. The Proposer has failed to adhere to generally accepted ethical and professional principles during the Proposal process; or,
11. The Proposer has failed to provide a detailed cost summary in the proposal.

## **2.13 Rejection of Proposals**

Proposals may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled-for alternate proposals, incomplete proposals, erasures or irregularities of any kind. Proposals tendered or delivered after the official time designated for receipt of proposals shall be deemed non-responsive and shall not be considered.

#### **2.14 Right to Waive Irregularities**

Proposals shall be considered “irregular” if they show any admissions, alterations of form, additions or conditions not called for, unauthorized alternate proposals or irregularities of any kind. The Procurement Officer reserves the right to waive minor irregularities and mandatory requirements, provided that all responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right shall be exercised at the sole discretion of the Procurement Officer.

#### **2.15 Withdrawal of Proposals**

Proposals may be withdrawn through PublicPurchase.com prior to the exact hour and DUE DATE FOR PROPOSALS.

#### **2.16 Amending of Proposals**

A Proposer may amend his proposal through PublicPurchase.com prior to the exact hour and DUE DATE FOR PROPOSALS.

#### **2.17 Proposal Offer Firm**

By submission of its proposal, the Proposer affirms that its proposal is firm for one hundred eighty (180) days after the DUE DATE FOR PROPOSALS.

#### **2.18 Proposer's Qualifications**

The City may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified herein. The Procurement Officer will reject the proposal of any Proposer who is not a responsible Proposer.

#### **2.19 Consideration of Proposals**

Discussions may be conducted with responsible Proposers qualified to be selected for award for the purpose of clarification to assure full understanding of and responsiveness to requirements in the RFP. In discussions, there shall not be disclosure of any information derived from proposals submitted by competing Proposers. Until award of the Contract is made by the City, the City reserves the right to reject any or all proposals, to waive technicalities, to re-advertise for new proposals or to proceed with the work in any manner as may be considered in the best interest of the City. Should the City require clarification from the Proposer, the City shall contact the individual named as the organization's contact person in PublicPurchase.com. The City may elect to conduct post-submission reference checks.

#### **2.20 Termination of RFP**

The City reserves the right to cancel this RFP at any time. The City reserves the right to reject any or all proposals submitted in response to this RFP.

#### **2.21 Service Agreement**

The fully executed Contract, as amended; the RFP, as clarified via questions and answers and addenda; and the proposal, as may be clarified in writing, constitute the agreement, in its entirety, between the City and the Contractor. Any other terms and conditions shall be null and void.

#### **2.22 Precedence of Contract Documents**

In case of a conflict in the contract documents, first precedence shall be given to the fully executed Contract, as amended; second precedence will be given to the RFP, including questions and answers and addenda; and third precedence will be given to the proposal, as may be clarified in writing.

### **2.23 Governing Law**

The laws of the State of Texas will govern the Contract. The contract shall be executed and venue shall lie in Nueces County, Texas. The applicable law for legal disputes arising out of the Contract shall be the law of the State of Texas.

### **2.24 No Obligation**

In no manner does this RFP obligate the City or any of its agencies to the eventual services offered until confirmed by an executed written Contract.

### **2.25 Contract Deviations**

Any additional terms or conditions, which may be the subject of negotiation, will be discussed only between the City and the qualified Proposers.

### **2.26 Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The City's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Proposer as final.

### **2.27 Recommendation for Award**

The City will review proposals submitted in response to this RFP. If an award is made, City staff will recommend to the City Manager that award be made to the **Lowest Responsible Proposer(s) meeting the MINIMUM REQUIREMENTS of the RFP**. In determining the Lowest Responsible Proposer, the City may take into consideration the quality of the product, the adaptability to the particular use required, and the ability, capacity, experience, efficiency and integrity of the Proposers as well as their financial responsibility. The City will then negotiate applicable terms and conditions into the final form of the Contract(s) with Lowest Responsible Proposer(s) meeting the MINIMUM REQUIREMENTS of the RFP. If contract negotiations are not successful with the Lowest Responsible Proposer meeting the MINIMUM REQUIREMENTS of the RFP, the City will begin negotiations with the Next-Lowest Responsible Proposer meeting the MINIMUM REQUIREMENTS of the RFP, etc. The City will award one contract to one Proposer. The City reserves the right to not award a contract at all.

### **2.28 Award of Contract**

The City reserves the right to withhold final action on proposals for a reasonable time not to exceed one hundred eighty (180) days subsequent to the deadline for receipt of proposals.

### **2.29 Execution of Contract**

The City Manager or his designee shall authorize award of the Contract to the successful Proposer(s) and shall designate the successful Proposer(s) ("**Contractor**") as the City's Provider(s). The City will require the Contractor(s) to sign the documents necessary to enter into the required Contract with the City and to provide the necessary evidence of insurance as required in the Contract documents. No Contract for this project may be signed by the City without the authorization of the City Manager and no Contract shall be binding on the City unless and until it has been approved as to form by the City Attorney or his designee, and executed by the City Manager or his designee.

### **2.30 Disputes**

In the case of any doubt or difference of opinion with regard to the items to be furnished by a Proposer or the interpretation of the provisions of this RFP, the decisions of the City shall be final and binding upon all parties.

### **2.31 Change in Proposer's Representative**

The City reserves the right to require a change in Proposer's representatives if the assigned representatives are not, in the sole opinion of the City, adequately meeting the needs of the City.

### **2.32 Term**

The service agreement (also referred to herein as the "Contract") will be for a term of one (1) year with an option to extend for up to four (4) additional one-year periods, subject to the approval of the City Manager or his designee. By submission of its proposal, the Proposer agrees that the pricing quoted in its proposal is fixed and firm for the duration of the entire contract.

### **2.33 Change Requests**

Contract changes may only be made by an amendment to the Contract and executed in writing by the City and the Contractor and approved by the City Manager or his designee.

### **2.34 Termination of Contract**

- A. The City may terminate the Contract, with or without cause, upon twenty (20) days' advance written notice to Contractor. However, City may terminate the Contract on 24-hours' advance written notice to Contractor for failure to pay or provide proof of payment of taxes.
- B. The City may terminate the Contract for Contractor's failure to perform the services specified in this RFP.
- C. Failure to keep all insurance policies in force for the entire term of the Contract constitutes a material breach and is grounds for termination. Upon Contract Administrator's receipt of the required notice of any change in coverage, the Contract Administrator will provide Contractor with written notice of same and give Contractor a reasonable opportunity to cure. If the Contractor fails to cure within the specified cure period, the City may terminate the Contract immediately thereafter.
- D. If the City terminates its Contract under the foregoing paragraph, the City shall pay the Contractor for services actually performed prior to such termination, less such payments as have been previously made. Contractor shall not be entitled to any further compensation for work performed by the Contractor or anyone under its control or direction from the date of receipt of notice of cancellation including any and all costs related to the transferring of any files to another Contractor or any costs related to the electronic transfer of any information including, but not limited to: tape transfers, downloads, uploads, CDs, etc.
- E. Upon termination of the Contract, the Contractor shall provide the City reproducible copies of all work completed or partially completed documents prepared under the Contract – all such documents thereafter being the sole property of the City within thirty (30) days of such termination at the Contractor's expense.

### **2.35 Indemnification**

**PROPOSER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THE CONTRACT OR THE PERFORMANCE OF THE CONTRACT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER**

**PERSON OR GROUP. PROPOSER MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF PROPOSER UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE CONTRACT.**

## **2.36 Insurance Requirements**

### **A. PROPOSER'S LIABILITY INSURANCE**

1. Proposer must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Proposer must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
2. Proposer must furnish to the City's Risk Manager and Director of Development Services one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

<b>TYPE OF INSURANCE</b>	<b>MINIMUM INSURANCE COVERAGE</b>
<b>30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)  Employer's Liability	Statutory and complies with Part II of this Exhibit.  \$500,000/\$500,000/\$500,000

PROFESSIONAL LIABILITY	\$1,000,000 per claim (Defense costs not included in policy limits of the policy) If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.
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3. In the event of accidents of any kind related to this contract, Proposer must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

**B. ADDITIONAL REQUIREMENTS**

1. Applicable for paid employees, Proposer must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Proposer is not domiciled in the State of Texas.
2. Proposer shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Proposer's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
3. Proposer shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

**C. Proposer agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- D. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Proposer shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Proposer's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- E. In addition to any other remedies the City may have upon Proposer's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Proposer to stop work hereunder, and/or withhold any payment(s) which become due to Proposer hereunder until Proposer demonstrates compliance with the requirements hereof.
- F. Nothing herein contained shall be construed as limiting in any way the extent to which Proposer may be held responsible for payments of damages to persons or property resulting from Proposer's or its subcontractor's performance of the work covered under this contract.
- G. It is agreed that Proposer's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- H. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

### **2.37 Right to Publish**

Throughout the duration of the procurement process and resulting Contract term, Proposer must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by the RFP or the resulting Contract. Failure to adhere to this requirement may result in disqualification of the Proposer's proposal or termination of the Contract.

### **2.38 Proposer's Ethical Behavior**

By submission of its proposal, the Proposer promises that Proposer's officers, employees, or agents will not attempt to lobby or influence a vote or recommendation related to the Proposer's proposal submitted in response to this RFP, either directly or indirectly, through any contact with City Council members or other City officials between the DUE DATE FOR PROPOSALS and the date a contract is awarded by the City Manager. Such behavior will be cause for rejection of the Proposer's proposal at the discretion of the City Manager or his designee.

### **2.39 Quantities**

Quantities described herein are estimates and do not obligate the City to order or accept more than the City's actual requirements during the term of any contract, nor do the estimates limit the City to ordering less than its actual needs during the term of any contract, subject to availability of appropriated funds.

### **2.40 Use of Subcontractors**

The Proposer may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Proposer must obtain prior written approval from the Risk Manager. In using subcontractors, the Proposer is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Proposer. All requirements set forth as part of the

Contract are applicable to all subcontractors and their employees to the same extent as if the Proposer and its employees had performed the services.

#### **2.41 Month-to-Month Extension of the Contract**

If the City has not completed the procurement process and awarded a new Contract upon expiration of the original contract period or any extension period, the Proposer shall continue to provide goods/services under the Contract, at the most current price under the terms of the Contract or extension, on a month-to-month basis, not to exceed six months. The Contract automatically expires on the effective date of a new contract.

## Section 3

### Scope of Work

- 3.1 General Information** The City of Corpus Christi (City) is the county seat for Nueces County. Nueces County is considered a Tier One (1) location on the Gulf Coast. Broker will be required to place the City's Property Insurance Program which currently carries Property Insurance coverage including: All Other Perils, Flood, Earth Movement, Wind, Named Storm and Equipment Breakdown coverages. The City's Property Insurance Program is a layered program with admitted and non-admitted commercial carriers participating. In addition to traditional insured property (buildings and contents), the City's schedule of insured property includes; wharves, docks, piers and fine arts. The City also purchases flood insurance for property located wholly or partially within the Special Flood Hazard Areas (SFHA) as defined by the Federal Emergency Management Agency (FEMA) in Flood Zone A through the National Flood Insurance Program. With the exception of three Equipment Breakdown claims, the City has not experienced any large property damage losses in the last 44 years. The Texas State Aquarium is also a named insured on the City's Property Insurance Program. Total Insured Values are estimated at \$668,954,976. Since 2008, the City of Corpus Christi has had a contractual relationship with a broker to place the City's property insurance program. Below is a summary of current program coverages, limits and deductibles.

Current limits and Deductibles for these coverage's are:

- Limits:           \$250,000,000 - including: All Other Perils, Flood, Earthquake, & Wind  
                      \$150,000,000 - Named Storm including Flood, Storm Surge, Tidal Wave, Tsunami  
                      \$100,000,000 – Equipment Breakdown
- Deductibles:   \$ 50,000 - All Other Perils (excluding Earthquake & Flood)  
                      \$100,000 - Earthquake  
                      \$100,000 - Flood (excluding Flood Zone A) Excess of NFIP policies  
                      \$250,000 - Minimum \$4,000,000 Maximum – Named Storm  
                      \$250,000 – All Other Wind & Hail  
                      \$ 2,500 - Equipment Breakdown

Named Insured: The City of Corpus Christi and Texas State Aquarium  
Policy Term: One-Year  
Effective Date: May 4, 2015 - 2016

In addition to the placement of the City's property insurance program, the Broker provides a variety of valued added services to the City of Corpus Christi. The selected broker will provide the Required Services listed in Section 3.2 which includes responsibilities such as: placement of National Flood Insurance Program (NFIP) policies for 66 City facilities, providing timely information about the current state of the property insurance marketplace, reviewing a variety of City contracts for assisting in the establishment of minimum insurance requirements, providing catastrophic modeling reports, on-site educational training sessions as requested and providing feedback and advise concerning a wide range of risk management and insurance issues, etc. While a local service office is preferred, it is not required.

### **3.2 MINIMUM REQUIREMENTS – Required Services**

See tab titled “3.2 Required Services” in the associated Excel file titled, “Min Req, Fee Schedule BI-0084-13.xls”.

### **3.3 MINIMUM REQUIREMENTS – Fee Schedule**

See tab titled “3.4 Fee Schedule” in the associated Excel file titled, “Min Req, Fee Schedule BI-0084-13.xls”.

### **3.4 REFERENCES**

#### **a. CURRENT CLIENT Reference 1 - Tier One (1) Preferable**

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Description of services provided:

#### **b. CURRENT CLIENT Reference 2 – Tier One (1) Preferable**

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Description of services provided:

#### **c. FORMER CLIENT Reference 1 – Tier One (1) Preferable**

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Description of services provided:

#### **d. FORMER CLIENT Reference 2 – Tier One (1) Preferable**

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Description of services provided:

## Section 4

# Proposal Format and Organization

This section provides specific instructions on format and organization of the proposal to be submitted by the Proposer. Each Proposer may submit only one proposal in a totally self-supporting format without reference to any other proposal(s).

### 4.1 General MINIMUM REQUIREMENTS

- A. To provide for ease and uniformity and to aid in the evaluation of proposals, Proposers shall comply with the sequence outlined herein. **IN NUMBERING PROPOSALS, THE PROPOSER SHALL USE THE SAME SECTION NUMBERS AND TITLES AND SHALL PROVIDE ITS RESPONSES IN THE SAME ORDER AS EACH QUESTION IS NUMBERED AND ORDERED HEREIN.** Failure to comply may result in rejection of the proposal. The proposal shall be completed in sections, which are described below.
- B. Proposers should be aware that all specifications, and marketing material submitted or made available will be incorporated by reference into any contract(s). The City discourages the inclusion of general marketing material or equipment manuals unless they are used to provide specific information or specifically requested by the City.
- C. The Proposer shall provide one electronic copy, via the electronic submission feature on PublicPurchase.com, as specified below, before the DUE DATE FOR PROPOSALS:

**1. Although Proposers are not required to submit Sections 1, 2, 4 or 5 of this RFP in their proposal, if Proposer wishes to confirm, acknowledge or comment on any item in these sections, the Proposer may do so and submit same electronically.**

**2. Proposer must submit the following information as required in Section 3:**

- A. Section 3.2, **REQUIRED SERVICES**, is to be completed as indicated in the attached Excel Spreadsheet (Min Req, Fee Schedule Event 71.xls) under the tab titled, “3.3 Required Coverages” and **SAID EXCEL SPREADSHEET SHALL BE UNPROTECTED;**
- B. Section 3.3, **FEE SCHEDULE**, is to be provided in the Excel Spreadsheet (Min Req, Fee Schedule Event 71.xls) under the tab titled, “3.4 “References” and

**SAID EXCEL SPREADSHEET SHALL BE UNPROTECTED.**

**3. Should Proposer desire to include any additional material, Proposer shall submit such material electronically.**

**NOTE! FAILURE TO SUBMIT YOUR PROPOSAL IN THE ELECTRONIC FORMAT REQUIRED IN SECTION 4.1, C ABOVE, WILL RESULT IN YOUR PROPOSAL BEING:**

- 1. DEEMED NON-RESPONSIVE AND**
- 2. ELIMINATED FROM CONSIDERATION.**

**Note! The Proposer's entire proposal shall be submitted in electronic format as described above. Proposer shall not submit any portion of its proposal on paper.**

**4.2 Examination of RFP**

Proposers are expected to examine the entire RFP including all specifications, standard provisions, instructions and attachments. Failure to do so will be at the Proposer's risk. Proposers should provide their best pricing for each type of service.

**4.3 Proposal Format & Contents**

- A. The first item in your proposal shall be the transmittal letter which shall indicate the intention of the Proposer to adhere to the provisions described in the RFP without modification. The transmittal letter **SHALL:**
1. Be presented on company letterhead;
  2. Identify the submitting organization;
  3. Acknowledge receipt of any addenda to this RFP; and
  4. Identify, by name and title, and be signed by the person authorized by the organization to obligate the organization contractually.
- B. The second item in your proposal shall be a table of contents listing titles, sections and major sub-sections. All pages shall have a unique identifier and be numbered sequentially.
- C. The third item in your proposal shall be the City of Corpus Christi's Disclosure of Interest Form.
- D. The fourth item in your proposal shall be the Business Designation Form.
- E. The fifth item in your proposal shall be the Excel spreadsheet, Sections 3.2 through 3.4 and Word document, Section 3.5 References.
- F. The sixth item in your proposal shall be the signed service agreement included with this RFP.

#### **4.4 Service Agreement**

Next, the Proposer shall include with its proposal, the signed service agreement, attached hereto, and any and all documents the Proposer will require the City to sign in order to fully execute a Contract. With the exception of certain terms and conditions (**items identified as MINIMUM REQUIREMENTS are not negotiable**) which may be modified by mutual agreement between the City and the Proposer prior to final execution of the Contract, the final COMPENSATION COVERAGES service agreement will conform to the BROKER OF RECORD SERVICES FOR PROPERTY INSURANCE service agreement included with this RFP.

## **Section 5 Proposal Review**

#### **5.1 Proposal Review**

The City will conduct a comprehensive, fair and impartial review of all proposals received in response to this RFP. Each proposal will first be analyzed to determine overall responsiveness and completeness as defined in Section 4 Proposal Format and Organization, and Section 2.27, Recommendation for Award.

#### **5.2 Compliance with MINIMUM REQUIREMENTS**

**Proposers may not take exception to and must accept all requirements identified as a “MINIMUM REQUIREMENT(S)” herein.** Taking exception to a MINIMUM REQUIREMENT will result in your proposal being deemed non-responsive and eliminated from consideration.

#### **5.3 Exceptions to Terms & Conditions**

**Proposers may take exception to terms and conditions not identified as MINIMUM REQUIREMENTS.** These exceptions will be negotiated with the Proposer who is identified by the City as the Lowest Responsible Proposer meeting the MINIMUM REQUIREMENTS of the RFP.



August 28, 2015

City of Corpus Christi  
ATTN: Elisa Covington, Sr. Buyer  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

RE: RFP- Event No. 71- Broker of Record Services for Property Insurance

Carlisle Insurance Agency, Inc. is submitting a proposal for the above referenced RFP and adheres to the provisions described in the RFP. We acknowledge receipt of addenda that consisted of answers to proposer's questions as well as Exhibits B & C.

We thank you for the opportunity to provide a response to this RFP.

Tom L. Carlisle, CIC  
President  
Carlisle Insurance Agency, Inc.

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SUPPLIER NUMBER  
TO BE ASSIGNED BY CITY  
PURCHASING DIVISION

EXHIBIT \_\_\_\_\_  
**CITY OF CORPUS CHRISTI**  
**DISCLOSURE OF INTEREST**

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

**COMPANY NAME:** Carlisle Insurance Agency, Inc.

**STREET ADDRESS:** 500 N. Water Street, Suite 900 **P.O. BOX:** \_\_\_\_\_

**CITY:** Corpus Christi **STATE:** TX **ZIP:** 78401

FIRM IS: 1. Corporation ☒ 2. Partnership ☐ 3. Sole Owner ☐  
4. Association ☐ 5. Other ☐ \_\_\_\_\_

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
N/A	

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
N/A	

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
N/A	

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm."


Name	Consultant
N/A	

## FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)].

## CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested, and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas, as changes occur.

Certifying Person:	<u>Tom L. Carlisle</u>	Title:	<u>President</u>
Signature of Certifying Person:	<u></u>	Date:	<u>8/28/2015</u>

## DEFINITIONS

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit." An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.

**CITY OF CORPUS CHRISTI  
PURCHASING DIVISION  
BUSINESS DESIGNATION FORM**

ENSURE THIS FORM IS SUBMITTED WITH YOUR BID RESPONSE

**PLEASE INDICATE WHETHER YOUR COMPANY IS ANY ONE OF THE FOLLOWING:**

☐ YES ☒ **NO - CERTIFIED HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Select all that are appropriate:

- ☐ ASIAN PACIFIC  
☐ BLACK  
☐ HISPANIC  
☐ NATIVE AMERICAN  
☐ WOMAN

Please visit the following website for information on becoming a Texas Certified HUB: <http://www.window.state.tx.us/procurement/prog/hub/>

☒ **YES** ☐ **NO - LOCAL SMALL BUSINESS (LSB)**

A for-profit entity employing less than 49 employees located within the City limits of Corpus Christi, Texas

☐ YES ☐ **OTHER (PLEASE  
NO SPECIFY):**

☐ **THIS COMPANY IS NOT A CERTIFIED HUB or LSB**

**THE INFORMATION REQUESTED IN THIS FORM IS FOR STATISTICAL REPORTING PURPOSES ONLY AND WILL NOT INFLUENCE AWARD DECISIONS OR THE AMOUNT OF MONIES EXPENDED WITH ANY GIVEN COMPANY.**

**EVENT NO: 71**

Firm Name: Carlisle Insurance Agency, Inc.

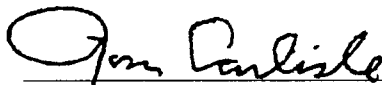
Telephone: 361-884-2775 Ext. 23

Address: 500 N. Water Street, Suite 900

Fax: 361-884-3470

City: Corpus Christi State: TX Zip: 78401 -

E-mail: tomc@carlisleins.com



Signature of Person Authorized to Sign Form

Date: 8/28/2015

Signer's Name: Tom L. Carlisle

(Please print or type)

Title: President



# CARLISLE INSURANCE

— SINCE 1925 —

TAKE PRIDE

## PROPOSAL FOR BROKER OF RECORD SERVICES

AUGUST 28, 2014

TOM CARLISLE, CIC, PRESIDENT  
[tomc@carlisleins.com](mailto:tomc@carlisleins.com)

500 N. Water Street Suite 900  
Corpus Christi, TX 78401

361-884-2775

A black and white aerial photograph of a city. In the foreground, there are residential houses and trees. In the middle ground, there are several large, multi-story buildings, including a prominent one with many windows. In the background, there are mountains under a cloudy sky.

# A. EXECUTIVE SUMMARY

## A. EXECUTIVE SUMMARY

At Carlisle Insurance Agency, Inc. we understand that insuring governmental entities requires the knowledge and expertise to properly insure. That is why we have put together a team of individuals that strictly handle all our public entity business. The Public Entity Team at Carlisle Insurance Agency, Inc. has demonstrated that we have the knowledge and expertise necessary to evaluate, arrange, and secure the most comprehensive and cost effective Property and Casualty Insurance program available for the City of Corpus Christi. Our team is familiar with the specific risks and exposures that are present within your organization and we are committed to provide a strategic risk management partnership with the staff and council. To ensure we put the best product on the table, we have partnered with the largest re-insurers and companies in the world.

Carlisle Insurance's Public Entity Team has extensive experience in servicing similar clients and understands the nature of public entities, along with the responsibilities involved with representing the City of Corpus Christi. As a team, we currently handle over \$8 Billion in property values along the Gulf Coast alone and co-founded the largest windstorm insurance program for school districts along the Texas Coast. We live and work along the Gulf Coast, so we understand the importance of knowing that our customer's properties and businesses are protected properly from mother nature's catastrophic events.

Our agency has invested heavily in our employees through continued education to ensure that our employees are highly knowledgeable and the best in the industry. Our Public Entity Team consists of 3 brokers that have received the designation of Certified Insurance Counselors (CIC). Two of the agents have also completed a Certified Marine Insurance Professional course. Our team also consists of a full time Director of Client Services that has the responsibility of assisting our clients in implementing the numerous amounts of additional resources and added benefits that our agency has the ability to provide. These additional services and resources are of no charge to our customers and are very beneficial from a loss control standpoint. Our dedicated Claims Advocate has over 25 years of experience in helping our clients get the results they expect.

Our proposal will highlight our methodology and plan as well as our expertise and market capabilities and relationships. The proposal will describe our marketing process and timeline as well as unveil the scope and depth of our services that will be provided to you. If provided with the opportunity to serve the City of Corpus Christi, our team is in a position to hit the ground running from day one with no lapse in service.

As you review the proposal, you will understand how the Carlisle Insurance Public Entity Team is uniquely qualified to meet the needs of the City of Corpus Christi. We are committed to provide unparalleled service and products. Our goal is to ensure that the City of Corpus Christi has a superior insurance and risk management program in place so that it can continue to grow and be a city that we are proud to call "home."



# B. COMPANY PROFILE

# **CARLISLE INSURANCE AGENCY, INC.**

## **PRINCIPAL OFFICE LOCATION**

500 N. Water Street, Suite 900  
Corpus Christi, TX 78401  
(361) 884-2775

## **CONTACT**

Tom Carlisle, CIC

## **FORM OF OWNERSHIP OF FIRM**

S-Corporation

## **STATE UNDER WHICH FIRM IS ORGANIZED**

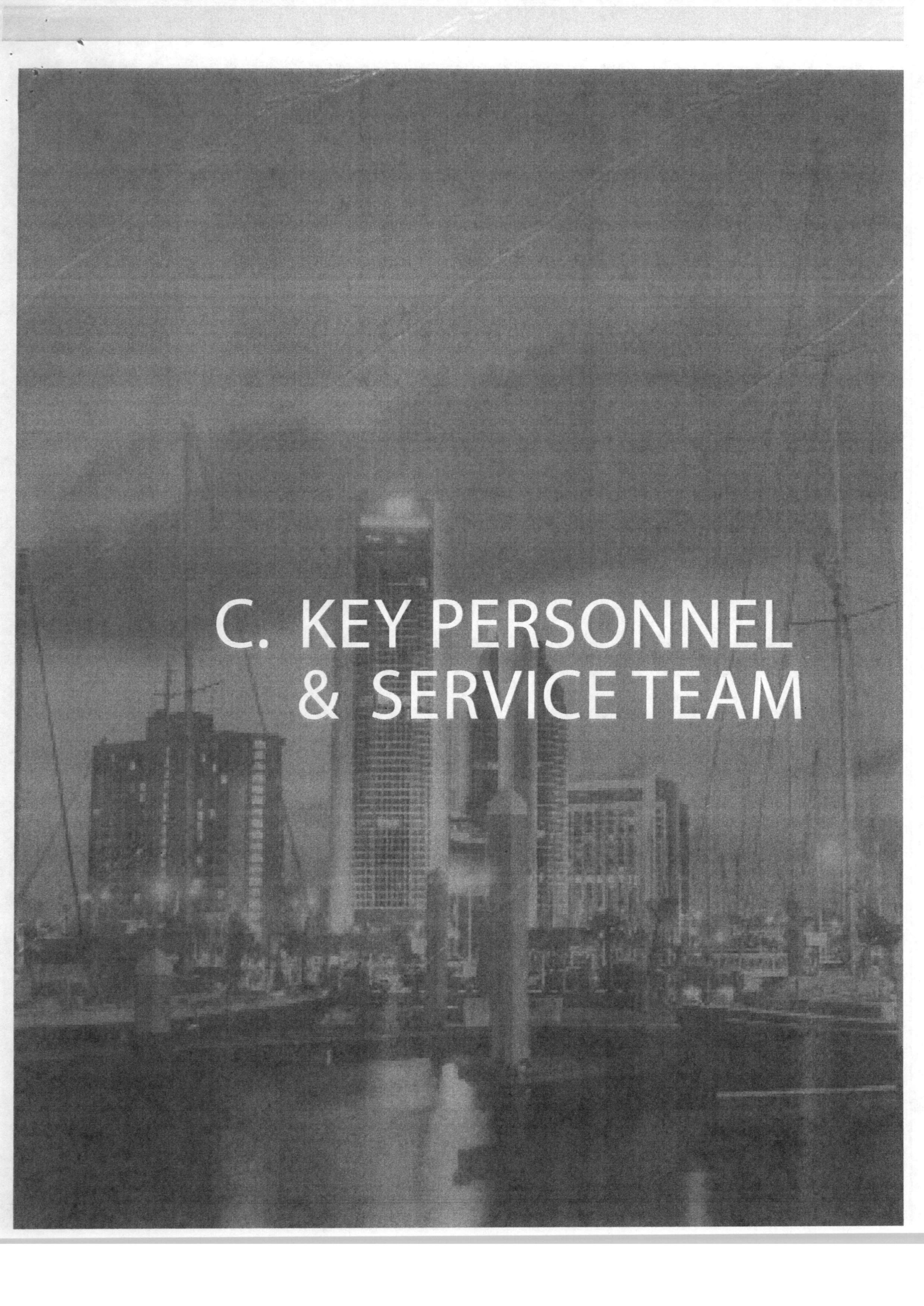
Texas

## **PRIVATELY & LOCALLY OWNED**

Tom Carlisle, CIC-President & Treasurer,  
Chuck Carlisle-Vice President, Jerry Bravenec, CIC-Vice President

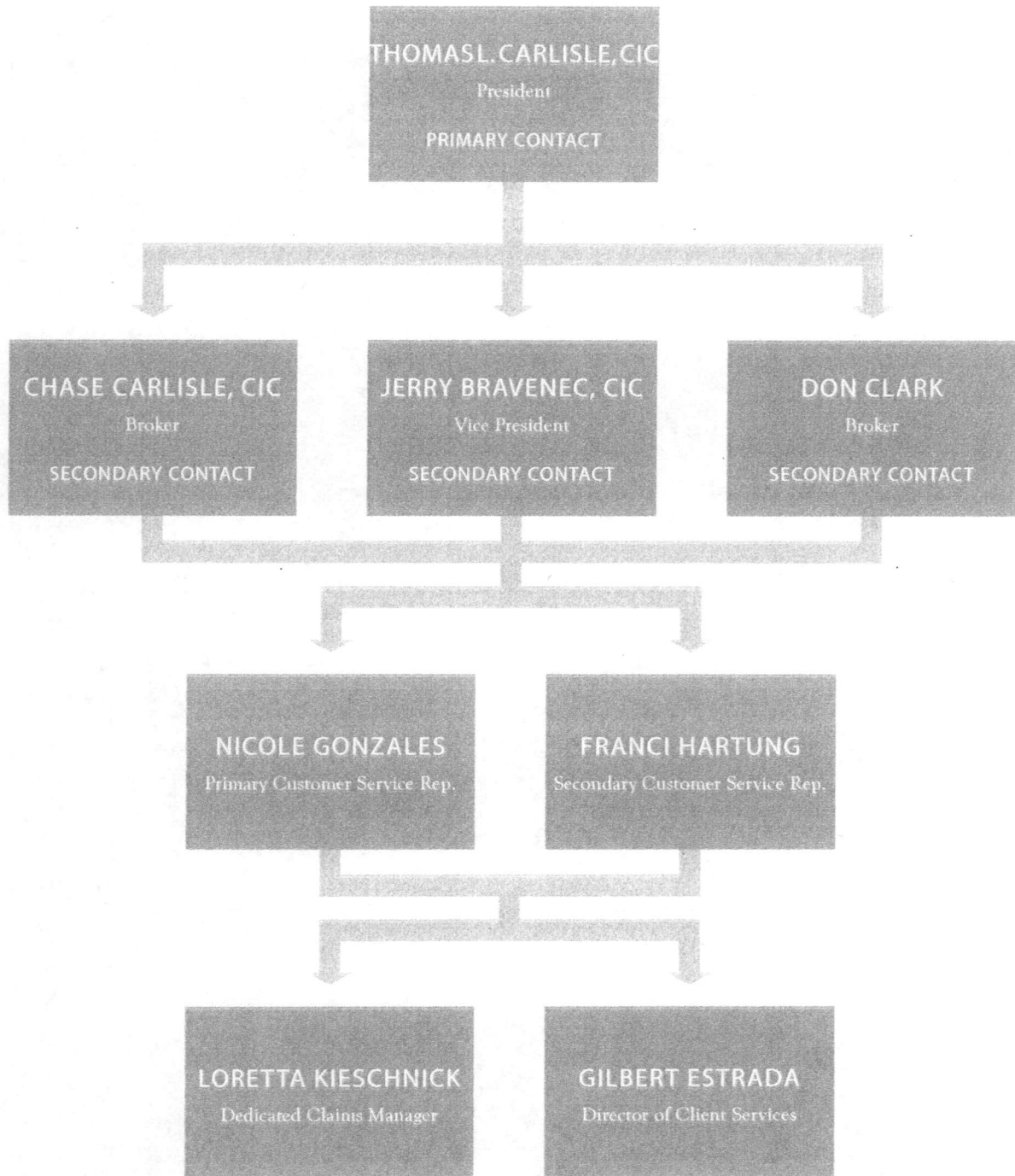
## **HISTORY OF FIRM**

Carlisle Insurance Agency, Inc. was founded in 1925 by John L. Carlisle, Sr. in Alice, Texas. The agency has grown from a small one person operation to a staff of over 70 employees with five office locations throughout South Texas. We currently have offices in Corpus Christi, San Antonio, Alice, Kingsville, and Premont. Our agency is based on global reach with local touch and we were founded on the principle of doing what's right and giving back to the community. We are local and support numerous charitable organizations throughout the region because we believe in giving back to the community in which our employees live and raise their families.



# C. KEY PERSONNEL & SERVICE TEAM

# CARLISLE INSURANCE PUBLIC ENTITY TEAM



The Carlisle Insurance Public Entity Team has over 85 years of combined experience in placing and handling insurance programs and risk management for public entities. Our Public Entity Team is very well known and respected around the world by re-insurers and companies due to the amount of property insurance that we write along the Gulf Coast. We have created excellent relationships with all of the major catastrophic insurers. Three of the team members possess the designation of Certified Insurance Counselor (CIC) and two of them have completed a Certified Marine Insurance Professional course. The team co-founded the largest insurance program for school districts along the Texas Coast. The team understands the responsibilities involved with representing the City of Corpus Christi. We are in a customer service based industry and because of that, we are available 24 hours a day, 7 days a week. The team will provide your staff with cellular phone numbers for each team member as to ensure that staff can reach a team member no matter what hour or day.

Our agency has invested heavily in our employees through continued education to ensure that our employees are highly knowledgeable and the best in the industry. Our team also consists of a full time Director of Client Services that has the responsibility of assisting our clients in implementing the numerous amounts of additional resources and added benefits that our agency has the ability to provide. These additional services and resources are of no charge to our customers and are very beneficial from a loss control standpoint. Our dedicated Claims Advocate has over 25 years of experience in helping our clients get the results they expect.

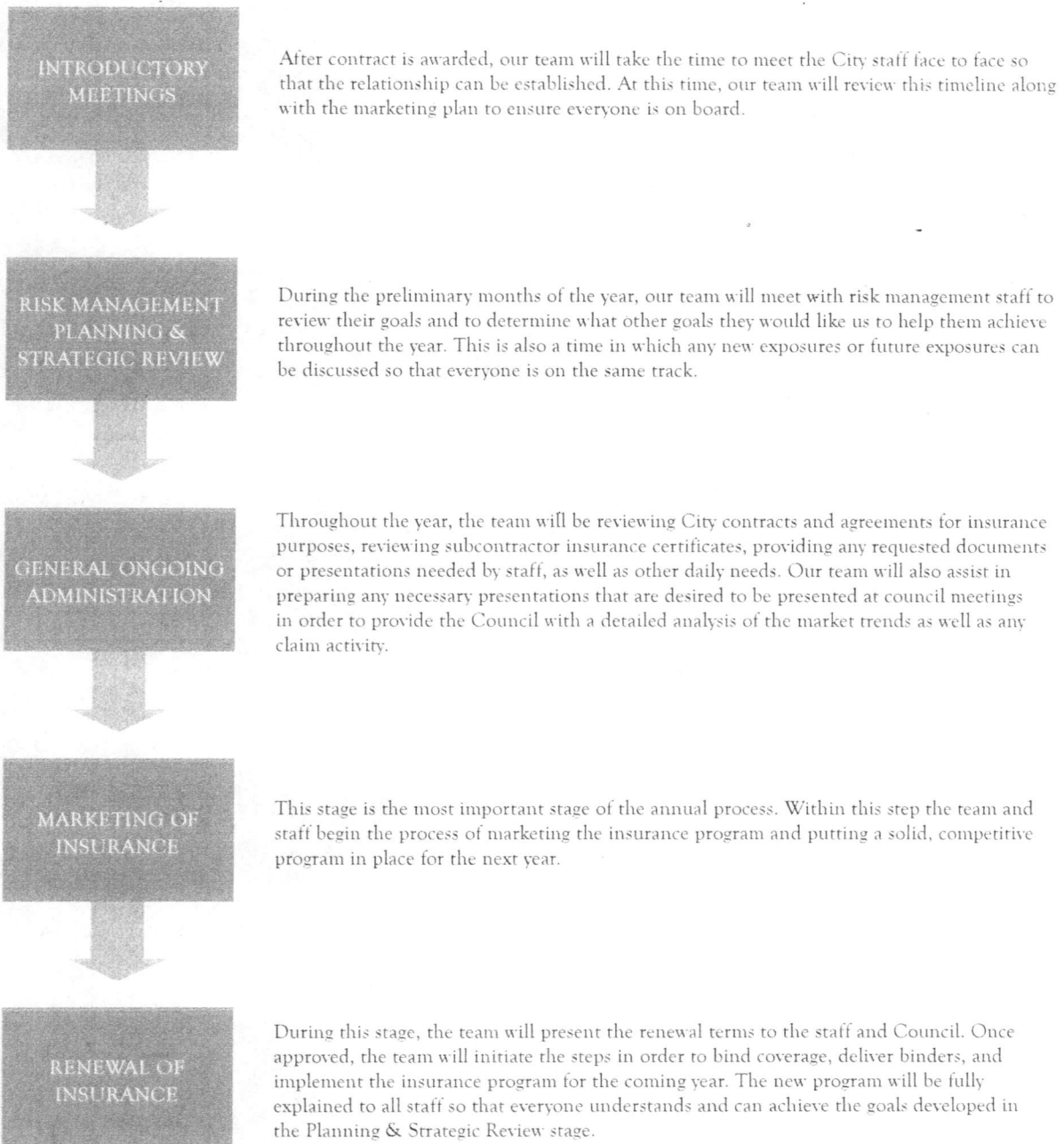


# D. SCOPE OF SERVICES

## D. SCOPE OF SERVICES

The Carlisle Insurance Public Entity Team understands how governmental entities operate. Therefore, we have developed a timeline to help ensure that deadlines and obligations are met and effectively communicated with staff:

# YEARLY TIMELINE



### INSURANCE CONSULTING

As part of the consulting services, Carlisle Insurance will provide the following services/in addition to placing insurance:

- Periodic meetings on a regular basis as well as anytime requested by staff/Council
- Reports on the state of the insurance market and how it is trending
- 24 hour access to Public Entity Team
- Reviewing City contracts to assist in establishing minimum insurance requirements
- Provide and review catastrophic property modeling reports with staff
- Provide any on-site educational training sessions (insurance related) as needed
- Provide periodic communication and feedback concerning risk management and insurance issues, ideas, etc.
- Provide advice and suggestions on risk management issues and ideas by our Director of Client Services
- Provide access to our proprietary online customer portal that contains an expansive library of risk management resources with one on one training by our Director of Client Services for staff
- Review of contract and agreements that contain contract language of risk transfer and insurance requirements
- Review of any subcontractor insurance certificates to insure requirements are met and protect the City
- Claims management performed by our Claims Advocate and Director of Client Services
- Presentations to City Council as needed
- Coordination and attendance of company visits and inspections of facilities
- Assistance with on-site loss control meetings and recommendation responses
- Coordination and attendance of on-site claim meetings and discussions

### PLANNING AND STRATEGIC REVIEW

Carlisle Insurance Agency, Inc. is committed to attend all strategic planning meetings with staff to help improve the risk management program. With proper and timely planning, we are able to put together the most cost effective and intricate risk management plan possible. This also allows us to make sure the staff understands the time line of marketing events and presentations that will be presented to the Council.

As the Broker of Record for the City of Corpus Christi, a large portion of the responsibility is putting together a competitive and complete program. This process begins 160 days out to ensure a timely delivery to staff and Council. Below is our timeline:

## MARKETING PLAN TIMELINE



### **MARKETING AND SOLICITATION OF CARRIERS**

One of the most important portions of representing the City of Corpus Christi as an insurance broker is marketing and soliciting insurance quotes. In order to receive the most competitive and comprehensive placements from the insurance carriers, the broker must sell the City to the companies. Carlisle Insurance's methodology is based on listening to and understanding the needs of the City. We have developed long-standing relationships with our underwriters, both domestic and internationally, to ensure that we will represent the City of Corpus Christi to the best of our ability.

The process will include an in-depth review of what you currently have in place and how it can be improved. We will identify program alternatives and determine the best course of action for the renewal of your program based on the market options. We will include in the renewal preparation a written report that will focus on current market information and trends, coverage changes, rates and any other information that might affect your renewal. Using the information gathered along with the priorities and needs of the City, we will meet with you to develop a strategic timetable that will incorporate required coverages and any optional risk financing alternatives, along with premium comparison and options.

We support and promote the staffs participation in meetings with underwriters to develop relationships that will result in common goals and positive results. It has been our experience that developing these relationships has resulted in long-term premium savings in union with the most comprehensive coverage packages. Therefore, we encourage staff to accompany Broker to underwriting offices on an annual basis to solidify relationships.

### **ONGOING ADMINISTRATION SERVICES**

In addition to the services requested in the RFP, Carlisle Insurance will also provide the following additional services and added benefits to the City of Corpus Christi:

- Insurance binders and Confirmation of coverages received within 48 hours of binding
- Delivery of insurance policies, endorsements, and other documents within 30 days of receipt from underwriters and presented to staff electronically and in hard copies
- Assist in annual renewal process by preparing data for renewal process in a user friendly format for staff
- Claims care and management by our Claims Advocate and Director of Client Services
- Prepare quarterly reports on all claims and present information to staff and Council as requested
- Work diligently with City legal staff on any issues that require a professional insurance opinion
- Provide City staff with access to our online risk management portal along with personal training on how to use the portal from our Director of Client Services



## E. REFERENCES

### 3.4 MINIMUM REQUIREMENTS – Current and Former References

#### a. CURRENT CLIENT Reference 1 - Tier One (1) Preferable

Organization name: PORT OF CORPUS CHRISTI AUTHORITY	Contact and title: DENNIS DEVRIES - DIRECTOR OF FINANCE
Address: 222 POWER STREET CORPUS CHRISTI, TX 78401	Phone number: (361) 882-5633
Effective date of contract:	Description of services provided: BROKER OF RECORD/CONSULTANT ON PROPERTY & LIABILITY INSURANCE PROGRAM FOR PAST 21 YEARS

#### b. CURRENT CLIENT Reference 2 – Tier One (1) Preferable

Organization name: FLOUR BLUFF ISD	Contact and title: BRIAN SCHUSS - ASST. SUPERINTENDENT FOR BUSINESS MGMT.
Address: 2505 WALDRON RD. CORPUS CHRISTI, TX 78418	Phone number: (361) 694-9212
Effective date of contract: 2002 - TO PRESENT	Description of services provided: INSURED AND SERVICED THEIR PROPERTY & LIABILITY INSURANCE PROGRAM SINCE 2002

#### c. FORMER CLIENT Reference 1 – Tier One (1) Preferable

Organization name: QUALSPEC GROUP, LLC	Contact and title: CLARKE COCCARI
Address: P.O. BOX 5129 CORPUS CHRISTI, TX 78465	Phone number: (361) 289-1138
Effective date of contract: 2002 - 2015	Description of services provided: INSURED AND SERVICED THEIR PROPERTY & LIABILITY INSURANCE PROGRAM FOR PAST 13 YEARS - SOLD COMPANY

#### d. FORMER CLIENT Reference 2 – Tier One (1) Preferable

Organization name: SANDPIPER COUNCIL OF OWNERS, INC	Contact and title: CHARLES CRAWFORD - PROPERTY MANAGER
Address: 6745 HWY 361 PORT ARANSAS, TX 78373	Phone number: (361) 749-4141
Effective date of contract: 2006 - 2011	Description of services provided: BROKER/INSURED AND SERVICED THEIR PROPERTY & LIABILITY INSURANCE PROGRAM FROM 2006-2011

A black and white photograph of a pier extending into the ocean under a cloudy sky. The pier is made of wooden pilings and has a railing. The water is choppy with small waves. The sky is filled with large, dark clouds.

# F. FEE & SAMPLE CONTRACT

**SERVICE AGREEMENT FOR BROKER OF RECORD**  
**SERVICES FOR PROPERTY INSURANCE**

Service Agreement No. \_\_\_\_\_

THIS **Broker of Record Services for Property Insurance Agreement** (this "Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City"), acting by and through its City Manager or his designee ("City Manager"), and \_\_\_\_\_ ("Contractor"), effective for all purposes upon execution by the City Manager.

WHEREAS Contractor has proposed to provide **Service Cost and Permit Fee Structure Analysis** in response to **Event No. 71**;

WHEREAS the City has determined Contractor to be the most advantageous proposer;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

**1. Services.** Contractor shall provide **Service Cost and Permit Fee Structure Analysis** in accordance with **Event No. 71** ("Services"), which request for proposal and related specifications, if any, are attached to this Agreement and incorporated by reference into this Agreement as Exhibit "A". Contractor's proposal to provide the services is attached to this Agreement and incorporated by reference into this Agreement as Exhibit "B".

**2. Term.** This Agreement is for a term of one (1) year, commencing on the date signed by the City Manager and continuing for twelve (12) months thereafter. The term includes an option to extend for up to two (2) additional one-year periods subject to the approval of the Contractor and the City Manager.

**3. Payment.** Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.

**4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of the Contractor's notices and communications regarding this Agreement must be directed to the Contract Administrator, who serves as the **Risk Manager**, unless indicated otherwise in this Agreement.

**5. Independent Contractor.** Contractor shall perform the Services hereunder as an independent contractor and furnish such Services in its own manner and method, and under no circumstances will any employee, agent, or representative of the Contractor be considered an employee of the City.

**6. Insurance.** Before Services can begin under this Agreement, the Contractor's insurance company must deliver a Certificate of Insurance as proof of the required insurance coverages to

the Contract Administrator. Additionally, the certificate must state that the **Development Services Department Contract Administrator and the City's Risk Manager** will be given at least thirty (30) days' notice of cancellation, material change in the coverages, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 15 days of the City Manager's written request to Contractor.

**7. Assignment.** No assignment of this Agreement nor any right or interest herein held by the Contractor is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is the essence of this Agreement, and the City's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

**8. Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City (the City's fiscal year ends each September 30th) is subject to budget approval and appropriations providing for such contract item as an expenditure in the fiscal budget. The City does not represent that a budget item for this Agreement will be actually adopted, as that determination is within the sole discretion of the City Council at the time of adoption of each fiscal budget.

**9. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

**10. Compliance with Laws.** This Agreement is subject to all applicable federal, state and local laws. All duties of the parties will be performed in Corpus Christi, Texas. The applicable law for any legal disputes arising out of this Agreement is the law of Texas, and the forum and venue for such disputes is the appropriate district or county court in and for Nueces County, Texas.

**11. Amendments.** This Agreement may be amended only in writing and signed by persons authorized to execute the same by both parties.

**12. Termination.**

A. The City Manager may terminate this Agreement for Contractor's failure to perform the services specified in this Agreement and its exhibits. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period stated in the notice, the City Manager may terminate this Agreement immediately thereafter. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination.

B. Alternatively, the City may terminate this Agreement without cause upon twenty (20) days' advance written notice to the Contractor. However, the City may terminate this Agreement upon twenty-four (24) hours' advance written notice to the Contractor for the Contractor's failure to pay any required taxes or to provide proof of payment of taxes as set out in this Agreement. The Contractor may terminate this Agreement upon ninety (90) days' advance written notice to the City.

13. **Taxes.** The Contractor covenants to pay all applicable federal and state payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other taxes in accordance with Circular E "Employer's Tax Guide", Publication 15, as it may be amended. Upon request, the City Manager shall be provided proof of payment of these taxes within fifteen (15) days of such request.

14. **Drug Policy.** The Contractor must adopt and enforce a "Drug Free Workplace" policy.

15. **Violence Policy.** The Contractor must adopt and enforce a "Violence in the Workplace" policy.

16. **Notice.** Notice must be given by personal delivery, facsimile (fax), or by certified mail, postage prepaid and return receipt requested, and is deemed received on the date hand-delivered or faxed, with proof of accepted transmission, and on the third day after deposit in the U.S. mail if sent certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attention: Risk Manager  
P. O. Box 9277  
Corpus Christi, Texas 78469-9277  
1201 Leopard St.  
Corpus Christi, Texas 78401  
Fax # (361) 826-3697

**IF TO CONTRACTOR:**

Contractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Fax #: \_\_\_\_\_

17. **Month-to-Month Extension.** If the City has not completed the procurement process and awarded a new **Broker of Record Services for Property Insurance Agreement** upon expiration of the original contract term or any extension period, the Contractor shall continue to provide goods/services under this Agreement at the most current price, in accordance with the terms and conditions of this Agreement or extension, on a month-to-month basis not to exceed six months. Any month-to-month provision of goods/services by the Contractor under this Agreement automatically terminates on the effective date of a new contract.

18. **Severability.** Each provision of this Agreement is severable and if, for any reason, any provision or any part thereof is determined to be invalid and contrary to any applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are

valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

**19. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF LOSS OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT REGARDLESS OF WHETHER THE INJURIES, DEATH, OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO INDEMNITEES, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS AGREEMENT.**

Contractor: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CITY OF CORPUS CHRISTI**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Incorporated by Reference:**

**Exhibit A: Request for Proposal Event No. 71 (Available upon request)**

**Exhibit B: Contractor's Proposal (Available upon request)**



## Event # 71-1: Broker of Record

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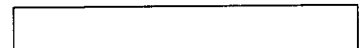
Question	Answer
Provide an appropriate timeline prior to renewal of the property insurance program to assist in the preparation of detailed underwriting submission data, statements of values, specifications, loss history summaries, and other information required by underwriters. Marketing shall include, but not be limited to; development of insurance specifications and underwriting criteria, development of Requests for Proposals in accordance with Chapter 252 of the Texas Local Government Code, canvassing insurance markets, reviewing suitable manuscript policies, and conducting negotiations on behalf of the City to secure the broadest coverage at the lowest available cost.	Yes
Broker shall assist the City in the analysis and design of optimal insurance coverage and keep the City informed of significant property insurance market trends/conditions that may affect its insurance programs both positively and negatively. Broker shall do so by conference calls and through property insurance industry, publications and reports, including but not limited to; (1) Insurance Market Reports, (2) Risk Alerts, (3) State of the Property Insurance Marketplace, (4) Market Watch Terrorism Insurance, and (5) Current Property Insurance publications.	Yes
Assist the City in the analysis of insurance policy wording, structure the City's property insurance program to eliminate gaps/overlaps in coverage, and recommend limits and coverages in order to provide the City with the greatest amount of protection. Broker shall provide the City with a copy of renewal specifications and other documents for review prior to their release to potential property insurance markets.	Yes
Broker shall submit to the City a property insurance program renewal recommendation to include, but not be limited to, excess and surplus insurance, for review no later than forty-five (45) days prior to the policy renewal date, May 4, 2016.	Yes
Upon City's award of coverage(s) and prior to delivery of policies, Broker shall verify the accuracy and adequacy of all binders, policies, and endorsements to ensure that wording is complete and accurate and that coverage is in compliance with specifications. Broker shall provide the City, a summary of any issue(s) found during the verification process, and indicate how each issue(s) was resolved. Broker shall provide to the City immediately following renewal of coverage, a spreadsheet/graph depicting both the AOP and Named Storm carriers for each layer and the premium each carrier is charging.	Yes
Act in an advisory and consulting role to the City for the duration of the Broker contract to ensure that insurance carriers adhere to all terms and conditions negotiated by the Broker and City.	Yes
Broker Professional Services & Qualifications Broker shall have ten (10) or more years of experience in providing Property insurance and contract services for public entities, Tier 1 markets preferably. Broker shall routinely provide expert counsel in various insurance matters, risk assessments and risk financing alternatives.	Yes
Broker Professional Services & Qualifications Broker shall have a direct relationship and/or, indirect relationship through intermediaries, with Domestic and International Insurance Markets/ Lloyd's of London.	Yes



## Event # 71-1: Broker of Record

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Question	Answer
Broker Professional Services & Qualifications Broker shall have experience with insurance recovery of catastrophic losses and compliance with Federal Emergency Management Agency (FEMA) insurance obligations.	Yes
Broker Professional Services & Qualifications Broker shall have a minimum Property Insurance Premium Volume of \$50,000,000, with at least \$15,000,000 - \$20,000,000 in Tier 1 property.	Yes
Broker Professional Services & Qualifications Broker shall have at least one employee of the City's assigned Service Team with a professional designation of Chartered Property Casualty Underwriter (CPCU), Associate Risk Management (ARM), Certified Risk Manager (CRM), Certified Insurance Counselor (CIC), or a Bachelors Degree in Risk Management/Insurance.	Yes
Broker Professional Services & Qualifications Provide and collect other governmental Tier 1 property insurance program benchmark information upon request and assist the City with evaluating data in making prudent property insurance decisions.	Yes
Broker Professional Services & Qualifications Broker shall review various City contracts including, but not limited to, Construction Contracts, A&E Contracts, Design Build Contracts, Professional Service Contracts, Lease Agreements, Right-of-Way Permits, Franchise Agreements, etc. Broker shall provide advise and recommendations regarding establishing minimum insurance requirements, review and tracking of Certicates of Liability Insurance and Fiduary Bonds including Payment and Performance Bonds etc.	Yes
Broker Professional Services & Qualifications Provide assistance with forecasting and budgeting of the annual property insurance premium by covered location.	Yes
Broker Professional Services & Qualifications Assist the City with the entire claims process, from initial submittal to resolution of the claim(s). Broker will work with the City's property insurance carriers, Federal Emergency Management Agency, and any other Federal, State or Local agency, throughout the duration of the claim.	Yes
Broker Professional Services & Qualifications Act as the City's advocate in claim disputes and in obtaining reimbursements and settlements from insurance carriers.	Yes
Broker Professional Services & Qualifications Response time for routine requests shall be 24 hours, i.e., certificates of insurance, insurance coverage requirements, etc.	Yes
Broker Professional Services & Qualifications Broker shall attend meetings at the City of Corpus Christi with Risk Management staff and the City Council as reasonably necessary.	Yes
Broker Professional Services & Qualifications Provide current industry catastrophic modeling services for property insurance occurrences, particularly with respect to Named Storm.	Yes
Broker Professional Services & Qualifications Broker shall place National Flood Insurance Program (NFIP) polices for specific City of Corpus Christi owned properties.	Yes



## Response Attachments

Attachment

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RFP FINAL.pdf

### Line Responses

#### Line 1: Broker of Record Services RFP

**Description:** 3.4 Fee Schedule - Broker of Record Services for Property Insurance Pursuant to the Texas Local Government Code 252.024 selection of Insurance Broker the selected broker may be retained only on a fee basis and may not receive any other remuneration from any other source. Total Annual Fee for Broker of Record Services

**Item:** BROKER OF RECORD RFP      Broker of Record Services RFP

**Commodity Code:** 953      INSURANCE AND INSURANCE SERVICES, (ALL TYPES)

**Quantity:** 1.0000

**UOM:** EA

**Bid Quantity:** 1.0000

**Unit Price:** 45,000.00000

**Extended Price:** 45,000.00

**No Charge:** No

**No Bid:** No

**Vendor Item:** BROKER OF RECORD RFP

Broker of Record services RFP

Question

Answer

---

PRICING PROPOSED BY PROPOSER INCLUDES ALL COSTS, BOTH DIRECT AND INDIRECT, NECESSARY FOR PROPOSER TO PROVIDE THE SERVICES DESCRIBED IN THIS RFP. Yes

By submission of its proposal, the Proposer agrees that the pricing quoted in its proposal is fixed and firm for the duration of the initial one-year term of the contact. Yes

## Event Line Response

Company: 1

Supplier Group: 1

Supplier Contact: 1

Event #: 71-1

Supplier: 476

Supplier Contact Name: Chase Carlisle

Line #: 1

Supplier Name: Carlisle Insurance Agency

### Line Questions

1. PRICING PROPOSED BY PROPOSER INCLUDES ALL COSTS, BOTH DIRECT AND INDIRECT, NECESSARY FOR PROPOSER TO PROVIDE THE SERVICES DESCRIBED IN THIS RFP.

\*Answer: Yes

2. By submission of its proposal, the Proposer agrees that the pricing quoted in its proposal is fixed and firm for the duration of the initial one-year term of the contract.

\*Answer: Yes

Event Line Response

Company: 1  
Supplier Group: 1  
Supplier Contact: 1

Event #: 71-1  
Supplier: 476  
Supplier Contact Name: Chase Carlisle

Line #: 1  
Supplier Name: Carlisle Insurance Agency

Line Response

Line Details

Description: 3.4 Fee Schedule - Broker of Record Services for Property Insurance Pursuant to the Texas Local Government Code 252.024 selection of Insurance Broker the selected broker may be retained only on a fee basis and may not receive any other remuneration from any other source. Total Annual Fee for Broker of Record Services

Item: BROKER OF RECORD RFP  
Quantity: 1.0000  
GTIN:  
Manufacturer Code:  
Commodity Code: 953

Item Description: Broker of Record Services RFP  
UOM: EA  
GTIN Description:  
Division:  
Commodity Description: INSURANCE AND INSURANCE SERVICES, (ALL TYPES)

Output Type: Blanket  
Requested Delivery Date:  
Manufacturer Number:

Line Response Information

Vendor Item: BROKER OF RECORD RFP

Vendor Item Description: Broker of Record services RFP

Quantity: 1.0000  
UOM: EA

Unit Price: 45,000.00000    No Charge: No    No Bid: No

Extended Price: 45,000.00

Delivery Date:

Response Comments:

UOM Detail: EA

## Maria Pedraza

---

**From:** Carleen Patterson <carleen.patterson@aon.com>  
**Sent:** Wednesday, September 09, 2015 6:00 PM  
**To:** Maria Pedraza  
**Subject:** RE: Clarification Question ~ RFP Event No. 71

Hi Maria.

Aon Risk Services will collect no retail commissions on the NFIP policies placed on the City's behalf.

Aon Affinity functions as an MGA (managing general agent or third party intermediary) and would collect a commission as the MGA. I can find out what that percentage is if needed.

Let me know if you have additional questions.

Carleen C. Patterson, ARM, ARM-P, CIC, CRM  
Deputy National Practice Leader | Public Sector  
Aon Risk Solutions  
t: 202.429.8507 | m: 301.706.2172 | f: 312.381.6603  
[Carleen.Patterson@aon.com](mailto:Carleen.Patterson@aon.com)  
aon.com

---

**From:** Maria Pedraza  
**Sent:** Wednesday, September 09, 2015 5:05:16 PM  
**To:** Carleen Patterson  
**Subject:** Clarification Question ~ RFP Event No. 71

Ms. Patterson,

This is related to RFP Event No. 71. For clarification related to National Flood Insurance Program (NFIP), will commissions be in addition to the quoted fees, or applied as an off-set to same for the first year and four optional years.

Please reply by 10:00am (Central Time), Thursday, September 10, 2015 via email.

*Maria Pedraza*

Procurement Manager  
City of Corpus Christi ~ Purchasing Division, Finance Department  
Direct Line: (361) 826-3176 Email: [Mariape@cctexas.com](mailto:Mariape@cctexas.com)

## Maria Pedraza

---

**From:** Felipe Garcia <[fgarcia@alliant.com](mailto:fgarcia@alliant.com)>  
**Sent:** Wednesday, September 09, 2015 6:22 PM  
**To:** Maria Pedraza  
**Cc:** Jo Ann Barnard  
**Subject:** RE: Clarification Question ~ RFP Event No. 71

Hí Maria,

We would like to confirm that the commissions on the NFIP policy will be in addition to the annual fees.

Thank you, and we look forward to hearing from you.

-Felipe

**Felipe Garcia, CLCS**  
Risk Advisor  
Alliant Insurance Services, Inc.  
1301 Dove Street  
Suite 200  
Newport Beach, CA 92660-2436  
[fgarcia@alliant.com](mailto:fgarcia@alliant.com)  
(949) 660-8167 Direct  
(949) 322-8597 Cell  
(800) 821-9283 Toll-Free  
License No. 0C36861

**From:** Maria Pedraza [<mailto:MariaPe@cctexas.com>]  
**Sent:** Wednesday, September 09, 2015 3:05 PM  
**To:** Felipe Garcia  
**Subject:** Clarification Question ~ RFP Event No. 71

Mr. Garcia,

This is related to RFP Event No. 71. For clarification related to National Flood Insurance Program (NFIP), will commissions be in addition to the quoted fees, or applied as an off-set to same for the first year and four optional years.

Please reply by 10:00am (Central Time), Thursday, September 10, 2015 via email.

*Maria Pedraza*

Procurement Manager  
City of Corpus Christi ~ Purchasing Division, Finance Department  
Direct Line: (361) 826-3176 Email: [Mariape@cctexas.com](mailto:Mariape@cctexas.com)

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## Maria Pedraza

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**From:** Chase Carlisle <chasec@carlisleins.com>  
**Sent:** Thursday, September 10, 2015 9:09 AM  
**To:** Maria Pedraza  
**Cc:** Tom Carlisle  
**Subject:** RE: Clarification Question ~ RFP Event No. 71

Good Morning,

Any commissions would be applied to offset our fee, NOT in addition to the fee.

**Chase Carlisle, CIC**

PROKER



**www.carlisleins.com**  
**chasec@carlisleins.com**

**O:** (361) 884-2775 **F:** (361) 884-3470 **C:** (361) 548-0755  
500 N. Water St, Suite 900, Corpus Christi, TX 78401-0234

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**From:** Tom Carlisle  
**Sent:** Wednesday, September 09, 2015 9:31 PM  
**To:** Chase Carlisle  
**Subject:** Fwd: Clarification Question ~ RFP Event No. 71

Sent from my iPhone

Begin forwarded message:

**From:** Maria Pedraza <MariaPe@cctexas.com>  
**Date:** September 9, 2015 at 5:05:12 PM CDT  
**To:** "tomc@carlisleins.com" <tomc@carlisleins.com>  
**Subject:** Clarification Question ~ RFP Event No. 71

Mr. Carlisle,

This is related to RFP Event No. 71. For clarification related to National Flood Insurance Program (NFIP), will commissions be in addition to the quoted fees, or applied as an off-set to same for the first year and four optional years.

Please reply by 10:00am (Central Time), Thursday, September 10, 2015 via email.

## **Maria Pedraza**

---

**From:** Jackie Day <JDay@McGriff.com>  
**Sent:** Thursday, September 10, 2015 9:17 AM  
**To:** Maria Pedraza  
**Cc:** Susan Golla  
**Subject:** FW: Clarification Question ~ RFP Event No. 71

NFIP annual premiums are \$105,160 and the annual commission is \$20,865. Thank you.

**JACKIE DAY, CPCU, CIC, AAI**  
**SENIOR VICE PRESIDENT, MARKETING ACCOUNT EXECUTIVE**  
McGRIFF, SEIBELS & WILLIAMS, INC.  
5080 SPECTRUM DRIVE, STE 900E  
ADDISON, TEXAS 75001

(469) 232-2162 DIRECT  
(469) 232-2101 FAX  
(469) 766-7525 CELL

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-----Original Message-----

**From:** Maria Pedraza [[MariaPe@cctexas.com](mailto:MariaPe@cctexas.com)]  
**Sent:** Wednesday, September 09, 2015 05:05 PM Central Standard Time  
**To:** Susan Golla  
**Subject:** Clarification Question ~ RFP Event No. 71

Ms. Shoemake,

This is related to RFP Event No. 71. For clarification related to National Flood Insurance Program (NFIP), please indicate the annual total amount of NFIP premiums and the total annual commission income that McGriff will derive from these coverages.

Please reply by 10:00am (Central Time), Thursday, September 10, 2015 via email.

*Maria Pedraza*

Procurement Manager  
City of Corpus Christi ~ Purchasing Division, Finance Department

## David Solis

---

**From:** Maria Pedraza  
**Sent:** Thursday, September 17, 2015 12:07 PM  
**To:** David Solis  
**Subject:** FW: Clarification Question ~ RFP Event No. 71 9.17.15

David,

Forwarding Mr. Carlisle answer. Please note Mr. Carlisle inquiry at the end of his email.

Maria

---

**From:** Chase Carlisle [<mailto:chasec@carlisleins.com>]  
**Sent:** Thursday, September 17, 2015 10:04 AM  
**To:** Maria Pedraza; Tom Carlisle  
**Subject:** RE: Clarification Question ~ RFP Event No. 71 9.17.15

Good Morning,

Our fee schedule for the optional 4 years would be as follows:

Year 1: \$45,000  
**OPTIONAL YEARS**  
Year 2: \$50,000  
Year 3: \$60,000  
Year 4: \$70,000  
Year 5: \$80,000

Can you please let us know where you are in your decision process and when a broker will be decided upon by staff?

Thank you,

**Chase Carlisle, CIC**  
**BROKER**



[www.carlisleins.com](http://www.carlisleins.com)  
[chasec@carlisleins.com](mailto:chasec@carlisleins.com)

**O:** (361) 884-2775 **F:** (361) 884-3470 **C:** (361) 548-0755  
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**From:** Maria Pedraza [<mailto:MariaPe@cctexas.com>]  
**Sent:** Thursday, September 17, 2015 9:41 AM

**To:** Tom Carlisle

**Cc:** Chase Carlisle

**Subject:** Clarification Question ~ RFP Event No. 71 9.17.15

Mr. Carlisle,

We have one additional question to ask for clarification related to RFP Event No. 71.

**Is the \$45,000 fee guaranteed for the first year of the contract, plus up to four optional years?**

Best regards,

*Maria Pedraza*

Procurement Manager

City of Corpus Christi ~ Purchasing Division, Finance Department

Direct Line: (361) 826-3176 Email: [Mariape@cctexas.com](mailto:Mariape@cctexas.com)