

REQUEST FOR PROPOSALS

CORPORATE PROPERTY, LIABILITY, WORKERS
COMPENSATION INSURANCE AND DIRECTORS
AND OFFICERS LIABILITY BROKER SERVICES

Proposal Deadline – Friday, May 12th, 2017

Introduction

Second Harvest Food Bank of Northeast Tennessee (Food Bank) requests proposals for brokerage services for the Food Bank's corporate property and casualty insurance, workers compensation insurance and Directors and Officers Liability insurance.

The Food Bank currently carries various corporate package policies which include:

- a. Commercial Property
- b. Commercial General Liability
- c. Commercial Inland Marine
- d. Commercial Crime
- e. Employment Practices
- f. Auto (including Hired and Non-Owned)
- g. Workers' Compensation
- h. Umbrella

The Food Bank is seeking a firm that can provide brokerage services which will result in reliable, comprehensive insurance coverage with a Tennessee licensed insurance company with an A+ or better rating at a reasonable cost. The Food Bank is seeking a firm that can effectively negotiate necessary coverage, service the policies it places, and assist the Food Bank on an ongoing basis with policy related claims and issue that may arise from time to time.

Background

The activities of the Food Bank are conducted at its 110,448 square foot office and warehouse located at 1020 Jericho Drive, Kingsport TN, 37663. The Food Bank currently has 23 employees. The Food Bank is a non-profit corporation that receives, warehouses, and distributes food product to people in need in its 8 county service territory in Northeast Tennessee.

The Food Bank currently has insurance coverage in place, as follows:

Commercial Property –

Building	Business Personal Property
Peak Season	Business Income – Basic
Boiler & Machinery	Equipment Breakdown
Property Elite – (see next table)	

Commercial Property - Elite

Foundations	Business Personal Property
Fire Department Service Charge	Pollutant Clean Up and Removal
Emergency Vacating Expense	AEDs
Lease Cancellation Moving Expenses	Joint or Disputed Loss Agreement
Green Consultant Expense Coverage	Newly Acquired or Constructed Property
Personal Effects	Property of Others
Valuable Papers and Records	Property Off-Premises, Including Stock
Property at Conventions, Fairs, Exhibitions or Special Events	Outdoor Property
Garages/Storage Sheds	Retaining Walls
Accounts Receivable	Business Income and Extra Expense
Residential Room Reserve	Fire Extinguisher Recharge
Lock Replacement	Reward Reimbursement
Inventory and Appraisals of Loss	Ordinance or Law-Undamaged Portion of the Buildings
Ordinance or Law-Demolition Cost	Ordinance or Law-Increased Cost of Construction
Spoilage	Pair, Sets or Parts
Fine Arts	EDP Equipment and Media
Damage to Property of Home Care Provider	Mobile Medical Equipment
Vacancy Clause Modification	Earthquake Sprinkler Leakage
Dampness/Extremes of Temperature	Furs
Precious Metals	Water Coverage
Property in Transit (includes Common Carrier)	Off Premises Power Failure

Extended Business Income	Utility Services Business Income (and extra expense) Coverage
--------------------------	--

Commercial Property – Bell Amendment -

Business Travel Accident Benefit	Conference Cancellation
Donation Assurance	Emergency Real Estate Consulting Fee
Fundraising Event Blackout	Identify Theft Expense
Image Restoration and Counseling	Key Individual Replacement Expenses
Kidnap Expense	Political Unrest
Temporary Meeting Space Reimbursement	Terrorism Travel Reimbursement
Travel Delay Reimbursement	Workplace Violence Counseling

Commercial General Liability –

TN Caterer	TN Liability Deluxe
------------	---------------------

Commercial – Inland Marine –

Computer Coverage	Miscellaneous Equipment
-------------------	-------------------------

Commercial Crime –

TN Employee Theft	TN Forgery or Alteration
TN Inside Premises – Theft of M&S	TN Outside Premises
TN Money Orders/Counterfeit Papers	

Employee Benefits – \$1,000,000 per occurrence

Commercial Auto –

Liability	Auto Medical Payments
Uninsured Motorists	Underinsured Motorists
Physical Damage Comprehensive Coverage	Physical Damage Collision Coverage
Terrorism	Hired or Borrowed Auto Coverage

Workers' Compensation –

Workers' Compensation – Tennessee	Employers Liability Insurance
-----------------------------------	-------------------------------

Umbrella –

Employers' Liability	Commercial General Liability
Commercial Auto Liability	Employee Benefits Liability

Directors and Officers –

Directors, Officers, Trustees and Organization Liability	Trustee and Fiduciary Liability and Employee Benefits Administration Coverage
Employment Practices Liability Coverage	Internet Security Coverage

The Food Bank has policies with more than one carrier and the current in-force policies have varying expiration dates, however most expire annually on June 30. The Food Bank will need to renew all the above coverages during its upcoming 2018 fiscal year (July 1, 2017 through June 30, 2018).

The Food Bank seeks advice relating to the overall adequacy of its current insurance program including the adequacy of the policy limits attached to the various policies it holds, *as well as the necessity of these various policies.*

Proposals

All proposal packages must be actually received by the Food Bank no later than **5:00 p.m. on Friday, May 12th, 2017**. Send or deliver your proposal via mail or email to:

S. Beth Tanner, Comptroller
SECOND HARVEST FOOD BANK
1020 Jericho Drive
Kingsport TN 37663
Email: btanner@netfoodbank.org

Ms. Tanner will be the initial and primary point of contact for questions and requests during the RFP process.

Each responding organization will bear all expenses associated with preparing, providing and presenting their response to the RFP.

During the Food Bank's evaluation and selection process, we will consider proposals received in response to the RFP. Proposals should include the following types of information:

1. Name of firm and addresses of the firms' headquarters and the location of the office or offices that will provide the brokerage services.
2. Names and contact information for the organization's primary and alternate contacts.
3. Background and ownership of the company including years in business and number of employees.
4. Descriptions of bidder's area of expertise and experience in providing this type of broker consultation.
5. Descriptions of similar projects for similar sized companies within the past three years.
6. Reference contacts from those client companies – names and contact information.
7. List of individual employees that would work with directly with the OSD, including a resume for each.
8. List of insurers you would recommend using to write the Food Bank business, and why.
9. Description of your historical relationship with those recommended carriers.
10. An explanation of the evaluation process you would use to determine Food Bank's corporate insurance needs and the time-frame for completing the evaluation.
11. An explanation of the service model you would use on an ongoing basis to provide service to Food Bank.
12. A statement explaining the broker fee structure for this engagement. You should address all possible sources of compensation, including but not limited to, direct or indirect compensation, current and future compensation, placement or administrative fees, contingent commissions, renewal commissions, service fees, and any other form of compensation. The Food Bank will consider bidders whose brokerage fee arrangements are usual and customary within the industry.

13.A statement of your understanding of the assignment as well as the need for specific information from Food Bank to perform this work.

If deemed necessary and appropriate, the Food Bank may invite company representatives to separate meetings to discuss the Food Bank's corporate insurance program and the broker candidate's proposal related thereto during the weeks of May 15th, 2017 and May 22nd, 2017.

Firms must treat all Food Bank information provided as confidential and may be required to sign a confidentiality/nondisclosure agreement.

Evaluation and Selection

The Food Bank intends to enter into a contract with the firm that in the Food Bank's opinion best meets its corporate insurance program needs. This RFP does not commit the Food Bank to select or enter into a contract with any organization that may submit a proposal, and the food Bank reserves the right to reject all proposals. The Food Bank *may* use a committee to review and evaluate proposals.

Evaluation of Compliance

The Food Bank will determine whether all submitted proposals comply with this RFP. Failure to meet the requirements set forth in this RFP, in whole or in part, will affect our evaluation and may result in rejection.

Evaluation of Proposals

The Food Bank often, but not always, uses a point ranking system or other evaluation methods to aid in the evaluation process. The Food Bank reserves the right to use its discretion to eliminate proposals deemed unacceptable.

We will separately determine how well proposals satisfy the RFP objectives in terms of responsiveness, and we will rank proposals, using a point ranking system (unless otherwise specified). The Food Bank will consider references during this portion of the evaluation. After the evaluation process is complete, the Food Bank will select the insurance broker of its choice.

The following list describes the evaluation system.

1. The maximum number of points is 100.
2. The following table identifies the criteria and their relative weights (points).

	Evaluation Criteria	Points (maximum)
1	Firm's qualifications and ability to perform	25
2	Understanding of Food Bank's business and insurance needs	20
3	Qualifications and experience of proposed team members	20
4	Fee structure	15
5	Input from reference contacts	10
6	Quality and comprehensiveness of the proposal – Compliance with RFP	10

Alternative Evaluation

If the Food Bank receives three or fewer proposals, we may evaluate them using a simple comparative analysis of the evaluation criteria instead of the above scoring method.

Standard Terms and Conditions

It is the policy of the Food Bank not to contract with any person or entity that is in violation of the laws of the State of Tennessee or is disbarred from participating in federal procurement activities and is listed on a suspension from eligibility list while investigation is processed. All potential vendors will be confirmed as eligible to participate in State and Federal procurement by researching the vendor's name through the applicable State registry and the Federal General Services Administration web site. Food Bank RFPs and resulting contracts require purchaser compliance with state and federal law.

The RFP does not commit the Food Bank to select an insurance broker or enter into a contract with any party. The Food Bank reserves the right to amend, rescind, or

revoke this RFP prior to the execution of a contract with the chosen broker. The Food Bank may in its sole discretion; reject a proposal if it is non-responsive or non-compliant with the requirements set forth in the RFP; or waive minor discrepancies in any proposal.

The Food Bank may seek clarification of the proposal from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to materially change the proposal. Submission of a proposal confers on you no right to an award or to a subsequent contract. The RFP process is for the Food Bank's benefit only and is to provide the Food Bank with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions will be made solely at our discretion and made to favor the Food Bank.

You may submit your proposal by mail, courier service, email or hand-delivery. We must actually receive proposals as specified. It will not be sufficient to show that you mailed or commenced delivery before the due date and time.

The content of a proposal submitted by a firm is subject to verification. Misleading or inaccurate responses will result in disqualification.

Proposals become the property of the Food Bank and will not be returned. Your proposal will not be confidential, unless you request in your proposal that we treat certain information as proprietary.

Firms must be prepared for the Food Bank to accept the proposal as submitted, but contract negotiations may be necessary or desirable, at the Food Bank's sole option. If negotiations do not result in an acceptable agreement, the Food Bank may reject the proposal or revoke the award and may begin negotiations with another firm. Final contract terms must be approved or signed by the appropriately authorized Food Bank officials(s). We will post a notice the Food Bank website www.netfoodbank.org identifying the chosen broker.

This RFP and the resulting contract are to be governed by the laws of the State of Tennessee, without regard to the applicable choice of law principles. Changes in applicable laws and rules may affect the award process or the resulting contract. Firms are responsible for ascertaining pertinent legal requirements and restrictions. All litigation or actions commenced in connections with this RFP and

the resulting contract will be brought in the 2nd Circuit Court of Tennessee. We do not allow binding arbitration.

RFP Timetable –

May 2nd, 2017	RFP Published
May 19 th , 2017	Proposal Deadline
May 23rd – May 30th, 2017	Contact with and Presentations by Firms (if required)
May 31st, 2017	Decision on Proposals
May 31st, 2017	Notification to Vendors

Inquiries

Please submit all questions concerning this RFP to Ms. S. Beth Tanner, Comptroller, at btanner@netfoodbank.org

Thank you