



REQUEST FOR QUALIFICATIONS

Property and Liability Risk Management and Insurance Consulting Services

FEBRUARY 2, 2023



**Monroe County Water Authority
475 Norris Drive
Rochester, New York 14610**

SECTION 1 – INVITATION TO PARTICIPATE

1.1 PURPOSE

The Monroe County Water Authority (the “Authority”) is soliciting proposals from risk management consultants for the purpose of selecting a consultant to assist with risk management and general insurance activities of the Authority.

Prospective Proposers must offer a proposal that will meet the scope of services and the specific proposal requirements identified in this RFQ.

In responding to this RFQ, Proposers must follow the prescribed format as outlined in Section 3. By so doing, each Proposer will be providing the Authority with comparable data submitted by other Proposers and, thus, be assured of fair and objective treatment in the Authority's review and evaluation process.

Proposals should not exceed 50 pages.

1.2 PROCUREMENT OFFICER

The Procurement Officer identified below is the sole point of contact regarding this RFQ from the date of issuance until the selection of the successful Proposer.

Amy A. Molinari
Director of Finance & Business Services
Monroe County Water Authority
475 Norris Drive
Rochester, NY 14610
E-mail: Amy.Molinari@mcwa.com

1.3 PRESENTATION AND CLARIFICATION OF THE AUTHORITY'S RIGHTS AND INTENTIONS

The Authority intends to enter into a contract with the selected Proposer to supply the services described in Section 2. However, this intent does not commit the Authority to award a contract to any responding Proposer, or to pay any costs incurred in the preparation of the proposal or a cost proposal in response to this request, or to procure or contract for any services. The Authority reserves the right, in its sole discretion, to accept or reject in part or in its entirety any proposal received as a result of this RFQ if it is in the best interest of the Authority to do so.

1.4 TENTATIVE SCHEDULE

February 2, 2023	RFP distributed; announced on the Authority website.
February 17, 2023	Pre-proposal questions due, in writing to Procurement Officer.
February 20, 2023	Addenda issued with answers to Proposer's questions (if necessary).
March 1, 2023	Proposals due by 12:00 p.m. EST.
March 16, 2023	Estimated award date.

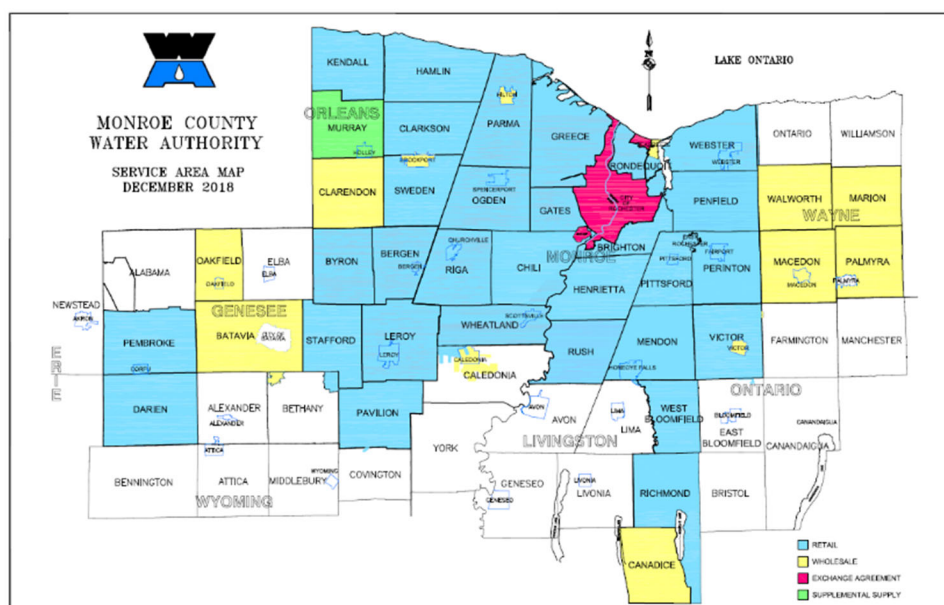
1.5 OVERVIEW OF ORGANIZATION

The Authority provides a high quality, safe, and reliable water supply in a financially-responsible manner.

The Authority was created by State legislation in 1950 to solve the water supply needs of this community. In 1959, the Authority took over the assets of the private New York Water Service Corporation and had 27,000 retail customers, serving just portions of the County's inner ring towns and portions of the City of Rochester. As surrounding towns and villages faced new water supply challenges, the the Authority service area has steadily grown. Today, the Authority serves over 187,000 customers in every town and village in Monroe County, plus towns, villages, and other water authorities in each of the five adjacent counties.

The Authority system infrastructure includes its main operations center, meter shop, three water treatment plants, 40 remote pumping stations, 53 tanks and 2 storage reservoirs, and over 3,300 miles of transmission and distribution water mains.

For additional information on the Authority, go to www.mcwa.com.



SECTION 2 – SCOPE OF SERVICES

1. Audit of Property and Liability Risk Management and Insurance Program

2.1.1 Scope of Work and Objectives

The intent of this section of the RFQ is to identify and engage an independent and qualified Consultant to conduct an audit of the current property and liability risk management and insurance program and provide a written report which specifies recommendations for improvement. The consulting service must have no affiliation with any insurance carriers.

The objectives of the work include the following:

- (A) Identification and analysis of exposures to fortuitous losses arising from all operations and activities;
- (B) Development of appropriate risk control and risk financing techniques including specific recommendations for implementation;
- (C) Analysis of the administration of the risk management function including organization, staffing, policies, procedures and record keeping and the development of specific recommendations for implementation; and
- (D) A detailed review of all current insurance policies

2.1.2 Specific Tasks

The Consultant shall Identify, review, evaluate and report upon the following:

- (A) Exposures to fortuitous loss;
- (B) Consideration of these exposures in terms of probable loss frequency and severity;
- (C) Financial ratings of insurers;
- (D) Insurance limits;
- (E) Deductibles and retentions;
- (F) Scope of insurance coverage including deficiencies and overlaps;

- (G) The cost of risk (insurance premiums, retained losses and administrative expenses);
- (H) Alternative risk financing options;
- (I) Current quality and levels of services provided by insurers, agents/brokers and third party administrators; and
- (J) Administration of the risk management function including organization, staffing, policies, procedures and record keeping.

2.1.3 Work Plan

A description of the work plan to be used by the Consultant to complete the outlined objectives and tasks shall be incorporated into the written proposal. Such plan shall include the following:

- (A) A listing of the functional areas or persons to be interviewed, along with the estimated time involvement by such areas or persons;
- (B) A listing of the specific locations which will be visited or surveyed;
- (C) A listing of documents which will be required in order to perform the tasks; and
- (D) The work schedule and completion date of the project.

2.1.4 Report

The final written report shall include, but not necessarily be limited to, the following features:

- (A) An executive summary section; and
- (B) A listing of recommendations for changes including where practical, an estimate of additional expense or savings (if any) and an action plan for implementation.

2. Competitive Insurance Broker Process

2.2.1 Scope of Work and Objectives

The Intent of this RFQ is to identify and engage an independent and qualified Consultant to review RFQs received and provide recommendations for the placement of broker of record assignment(s).

The objectives of the work include the following:

- (A) Identification and analysis of exposures to fortuitous losses arising from all operations and activities;
- (B) Assist in the analysis of Broker of record submittals; and
- (C) The submission of specific recommendations regarding the placement of property and liability insurance.

2.2.2 Specific Tasks

As part of this overall process, the Consultant shall conduct the following activities:

- (A) Identify, review and evaluate the exposures to fortuitous loss;
- (B) Provide assistance in the development of necessary underwriting data;
- (C) Provide assistance in the evaluation and selection of qualified agents and/or brokers;
- (D) Answer questions and inquiries from agents, brokers and insurers throughout the process;
- (E) Review the property and liability insurance proposals received in detail;
- (F) Prepare a spreadsheet comparing salient features of proposals received;
- (G) Answer questions and make recommendations regarding the placement of property and liability insurance;
- (H) Assist in any transition to the new insurance program; and
- (I) Review all policies when received to assure they conform to proposals.

2.2.3 Work Plan

A description of the work plan to be used by the Consultant to complete the outlined objectives and tasks shall be incorporated into the written proposal. Such plan shall include the following:

- (A) A listing of the functional areas or persons to be interviewed, along with the estimated time involvement by such areas or persons;
- (B) A listing of the specific locations which will be visited or surveyed;
- (C) A listing of the documents and underwriting data which will be required to perform the tasks; and
- (D) The work schedule and completion date of the project.

3. Continuous Consulting

2.4.1 Scope of Work and Objectives

The intent of this RFQ is to identify and engage an independent and qualified Consultant to provide ongoing property and liability risk management and insurance consulting services.

The objectives of the work include the following:

- (A) Identification and analysis of exposures to fortuitous losses arising from all operations and activities, and provision of consultation and advice;
- (B) Analysis of the administration of the risk management function including organization, staffing, procedures and record keeping, and provision of consultation and advice;
- (C) Completion of special projects related to the property and liability risk management and insurance program;
- (D) Assistance with securing and reviewing property and liability insurance proposals and renewals and submission of specific recommendations regarding the placement of property and liability insurance;
- (E) Review of property and liability insurance policies and binders and submission of recommendations for necessary corrections or improvements;
- (F) Analysis of the effect of changes in properties and operations on the property and liability risk management and insurance program;
- (G) Notification of favorable or unfavorable changes in insurance coverages, rules and rates, or of the insurers' financial ratings;
- (H) Cooperation with attorneys and others in preparing and analyzing agreements, contracts and leases;
- (I) Developing and managing an effective non insurance risk transfer program (certificates of insurance);
- (J) Advice/assistance with claims that may occur under policies held; and
- (K) Additional services as requested/required. Any additional services are to be provided only upon the specific request of:

Amy A. Molinari, Director of Finance & Business Services
475 Norris Drive, Rochester, NY 14610

SECTION 3 – SPECIFIC PROPOSAL REQUIREMENTS

3.1 SUBMISSION OF PROPOSAL

- A. To be considered, five (5) copies of the proposal must be received by Amy Molinari, Director of Finance & Business Services, 475 Norris Drive, Rochester, New York 14610, by 12:00 p.m. EST on Wednesday, March 1, 2023.

The Authority reserves the right to reject any or all proposals submitted. **Requests for extension of the submission date will not be granted.**

- B. To be considered, Proposers must submit a complete response to this RFQ. Proposers not responding to all information requested, or indicating exceptions to those items not responded to, may be rejected. **The Offerer/Bidder Disclosure Form and Offerer's Affirmation of Understanding of and Agreement Form must be completed, signed, and returned with your proposal** (attached to RFQ).
- C. All proposals must be submitted in a sealed envelope clearly labeled "RFQ – Property and Liability Risk Management and Insurance Consulting Services". All proposals must be addressed to the Procurement Officer listed below and must be submitted via a delivery service, such as UPS or FedEx. Delivery service must also be instructed to **"Deliver to blue drop box located at Employee Entrance - Door 19"**. The Authority cannot accommodate deliveries requiring signatures to confirm receipt. Proposers shall have sole responsibility to contact the Procurement Officer to confirm receipt of proposal. Proposals hand delivered or submitted via US Postal Service will be returned unopened.

Amy A. Molinari, Director of Finance & Business Services
Proposal – Property and Liability Risk Management and Insurance Consulting Services
Monroe County Water Authority
475 Norris Drive
Rochester, NY 14610
Deliver to blue drop box located at Employee Entrance - Door 19

- D. **Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFQ. Expensive bindings, color displays, promotional material, etc. are neither necessary nor desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Proposer complies" or "Proposer understands" should be avoided.

3.2 CLARIFICATION OF RFQ AND QUESTIONS

Questions that arise prior to or during proposal preparation must be submitted **via email** no later than February 17, 2023. No contact will be allowed between the Proposer and any member of the Authority, other than Procurement Officers named in Section 1.2, with regard to this RFQ during the RFQ process unless specifically authorized in writing by the RFQ Procurement Officer. Prohibited contact may be grounds for Proposer disqualification.

3.3 ADDENDA TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued by the Authority. **An acknowledgement of such addenda, if any, must be submitted with the RFQ response.**

3.4 ORGANIZATION OF PROPOSAL

This section outlines the information that must be included in your Proposal. Please respond with your information in the same order as the items in the section.

- A. Letter of Transmittal**
- B. Table of Contents:** Include a Table of Contents at the beginning, which clearly outlines the contents of your submittal.
- C. Company Information:** Provide a brief history of your company including the number of years in business, identification of company ownership, and the number of employees.
- D. Account Team:** Identify an account team that will be assigned to handle the Authority account. Resumes of the team members are to be provided.
- E. Scope of Services:** Please refer to the included Scope of Services, Section 2, for an outline of the services expected by the Authority. Please provide a brief summary of your organization's capabilities in meeting or exceeding the Authority's expectations.
- F. Qualifications**

Your response to the following questions should apply to the local office that will be servicing the Monroe County Water Authority.

1. How many employees are in your office?
2. Describe your expertise in the following areas:

- a. General Liability
 - b. Public Officials Liability
 - c. Business Auto
 - d. Excess "Umbrella" Liability
 - e. Property, Boiler and Inland Marine
 - f. Pollution Legal Liability
 - g. Crime
 - h. Excess Workers Compensation
3. Provide a list of other authorities or major municipalities that your office currently handles and identify which one is your largest.
4. What is the amount of your Errors or Omissions coverage?
5. Name(s) of person(s) who will handle the consulting as follows and a brief resume of his or her qualifications.
 - a. Individual responsible for entire account
 - b. Individual(s) who will handle day-to-day account activities and their areas of expertise.
6. Any other qualifications or pertinent information that you feel distinguishes your Company above all others.

G. Fee for Services

Please provide an annual fee for services included in Scope of Services, Section 2.

3.5 METHOD OF RFQ EVALUATION

- A. RFQ Evaluation Committee:** Selected personnel from the Authority will form the evaluation committee for this RFQ. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFQ and make a recommendation for award.
- B. RFQ Evaluation and Selection Criteria:** All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Proposer with whom a contract may be signed. Evaluation of the proposals will consider several factors, each of which has an impact on the relative success of the Proposer to provide the services as outlined.

Responses to this RFQ will be evaluated according to the following criteria:

EVALUATION CRITERIA AND PROPOSAL SCORING

Each Proposal has a total possible score of 100 points with the points assigned as follows:

CRITERIA	WEIGHT
Qualifications	25%
Scope of Services	20%
Fee for Services	25%
Relevant Experience	30%

- C. Contract Approval Process:** Proposers must be aware that any contract resulting from this request for proposals is subject to prior approval by the Authority Board.

3.6 INSURANCE

The Consultant shall be responsible for maintaining during the life of the contract the following types of insurance with minimum acceptable limits as set forth below:

TYPE	LIMITS OF LIABILITY
<i>Workers Compensation</i>	<i>Statutory</i>
Employers Liability	\$100,000 Each Accident, Bodily Injury \$100,000 Each Employee, Disease \$500,000 Policy Limit, Disease
Commercial General Liability (Occurrence-based only) <i>Business Auto Liability</i>	\$1,000,000 Each Occurrence Limit \$1,000,000 General Aggregate Limit \$1,000,000 Each Accident
Professional Liability (E&O)	\$1,000,000 Per Claim Limit

The insurance carriers providing the required coverages shall (a) be licensed in the state where the Consultant is headquartered, (b) rated no lower than "A-" by the most recent Best's Key Rating Guide, and (c) have a Best's Financial Size Category of not less than VIII, unless otherwise agreed to by MCWA.

For any liability policy maintained on a claims-made basis (including renewals or replacements thereof), the retroactive date (if any) must not be set later than the effective date of this

Agreement and shall not be advanced throughout the term of this Agreement or renewal thereof. Any claims-made coverage must be maintained without material change or interruption of coverage (a) throughout the term of this Agreement, and any subsequent renewal thereof and, (b) for a period of not less than three years after termination of the this Agreement without advancement of the retroactive date, material change in or interruption of the claims-made coverage (the extended term of protection). In the event of any advancement of an applicable retroactive date, material change in or interruption of the claims-made coverage during this period of time, Consultant hereby agrees to take all necessary steps at his/her sole expense to eliminate any potential gap(s) in the claims-made coverage, including the purchase of an extended reporting period endorsement ("tail" coverage) at the sole expense of the Consultant. It is understood that the length of this extended reporting period endorsement may be reduced to coincide with any time remaining in the extended term of protection.

Monroe County Water Authority shall be included as an Additional Insured under the required Commercial General Liability policy.

Consultant will be obligated to e-mail or fax to the RFP Requester a copy of any cancellation or non-renewal notice received from the insurer for any policy affording the coverages required herein within five (5) days of Consultant's receipt of same. Consultant further agrees to provide MCWA with 30 days advance written notice of cancellation, non-renewal or material reduction in coverage initiated by the Consultant with respect to any of the required insurance coverages. For the purpose of this provision, material reduction in coverage shall mean any change or reduction in the scope of insurance coverage that adversely affects the protection that would otherwise be available to MCWA.

The Consultant shall supply a certificate of insurance evidencing such required insurance coverage prior to commencement of the contract.

3.7 RECORDS RETENTION

The Consultant shall maintain records applicable to the contract. All such records are to be retained for three (3) years after final payment is made.

3.8 CONFIDENTIALITY

As part of its proposal, the Consultant shall certify that all information it may receive in the course of conducting its work shall be treated as confidential and proprietary. Such information and data may not be disseminated to others without the written approval of:

3.9 INVESTIGATIONS

The Authority reserves the right to conduct any investigations necessary to verify information submitted by the respondent and/or to determine the respondent's capability to fulfill the terms and conditions of the scope of services that is described herein. The Authority reserves the right to visit a prospective respondent's place of business to determine the existence of the company and the management capabilities required to administer this agreement. The Authority will not consider respondents that are in arrears to the Authority, in bankruptcy, or in the hands of a receiver at the time of responding or at the time of selection.

SECTION 4 – GENERAL INFORMATION FOR THE PROPOSER

4.1 RESERVATION OF RIGHTS

The Authority reserves the right to refuse any and all submittals in part, or in their entirety, or select certain products from various Proposer proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the Authority. The Authority is not committed, by virtue of this RFQ, to award a contract or to procure or contract for services. The proposals submitted in response to this request become the property of the Authority. If it is in its best interest to do so, the Authority reserves the right to:

- Make selections based solely on the proposals or negotiate further with one or more Proposers. The Proposer(s) selected will be chosen on the basis of greatest benefit to the Authority.
- Negotiate contracts with the selected Proposer(s).

4.2 INVESTIGATIONS

The Authority reserves the right to conduct any investigations necessary to verify information submitted by the Proposer and/or to determine the Proposer's capability to fulfill the terms and conditions of the bidding documents and the anticipated contract. The Authority will not consider Proposers that are in bankruptcy or in the hands of a receiver at this time of tendering a proposal or at the time of entering into a contract.

4.3 INCURRING COSTS

The Authority is not liable for any costs incurred by Proposer prior to the effective date of the contract.

4.4 MATERIAL SUBMITTED

All right, title and interest in the material submitted by the Proposer shall vest in the Authority upon submission to the Authority without any obligation or liability by the Authority to the Proposer. The Authority has the right to use any or all ideas presented by a proposer.

The Authority reserves the right to ownership, without limitation, of all materials submitted. However, because the Authority could be required to disclose documents received under the New York Freedom of Information Law, the Authority will, to the extent permitted by law, seek to protect the Proposer's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law §87, MCWA will deny public access to Proposer's proposal to the extent the information constitutes a trade secret, which if disclosed, would cause substantial harm to the Proposer's competitive position, provided the Proposer identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Proposer's competitive position.

4.5 PROCUREMENT POLICY

Pursuant to State Finance Law §139-j and 139-k, this Request for Proposal includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and Bidder/Offerer during the Procurement Process. A Bidder/Offerer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Process by the Authority to other than the Authority's Procurement Officer(s) unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

The Authority's Procurement Officer for this Governmental Procurement, as of the date hereof, is identified herein. The Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder/Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award, and in the event of two findings within a four (4) year period, the Bidder/Offerer is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officer.

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder/Offerer in accordance with State Finance Law §139-k(5) was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Bidder/Offerer in accordance with the written notice terms of this contract.

**BIDDER/OFFERER DISCLOSURE
OF
PRIOR NON-RESPONSIBILITY DETERMINATION & AFFIRMATION/CERTIFICATION
IN ACCORDANCE WITH NYS FINANCE LAW 139-J AND 139-K**

BACKGROUND

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

INSTRUCTIONS

The Monroe County Water Authority must obtain the required certification that the information is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address _____

Name & Title of Person Submitting this Form: _____

CONTRACT PROCUREMENT NUMBER: **170413-01** Date: _____

1. In the previous four years, has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract?

☐ No ☐ Yes

If yes, answer the next questions.

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law 139-j?

☐ No ☐ Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

☐ No ☐ Yes

Request for Qualifications
Property and Liability Risk Management and
Insurance Consulting Services

4. If you answered YES to any of the above questions, provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary.)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

☐ No ☐ Yes

6. If yes, provide details below:

Governmental Entity: _____

Date of Termination or Withholding: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary.)

Request for Qualifications
Property and Liability Risk Management and
Insurance Consulting Services

By signing below, Bidder/Offerer affirms that he/she understands and agrees to comply with the Monroe County Water Authority's Procurement Disclosure Policy, Code of Ethics Policy, and Conflict of Interest Policy as required by State Finance Law 139-J(3) and 139-j(6)(2) and certifies that all information provided to the Water Authority with respect to State Finance Law 139-j and 139-k is complete, true, and accurate.

By: _____ Date: _____
(Signature of Person Certifying)

Print Name: _____

Print Title: _____

Bidder/Offerer Name: _____
(Company Name)

Bidder/Offerer Address: _____

_____ Phone: _____

Email: _____

**OFFERER'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT
PURSUANT TO STATE FINANCE LAW §139-j(3) AND §139-j(6)(2)**

BACKGROUND

State Finance Law §139-j(6)(2) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

INSTRUCTIONS

The Monroe County Water Authority must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the contractor submits its proposal or bid.

AFFIRMATION OF UNDERSTANDING & AGREEMENT

Offerer affirms that he/she understands and agrees to comply with the procedures of the Monroe County Water Authority relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(2).

By: _____
Signature of Offerer or Authorized Representative

Date: _____

Name: _____
Please Print

Title: _____

Contractor's Name _____

Contractor's Address _____
