SAN DIEGO COMMUNITY POWER REQUEST FOR PROPOSALS ("RFP")

FOR

INSURANCE BROKERAGE SERVICES

Issued on: April 24, 2025

SUBMITTALS DUE: 5:00pm Pacific Time (PT) May 9, 2025

Community Power No. 25-007

I. INTRODUCTION AND BACKGROUND

San Diego Community Power ("Community Power") is a Community Choice Aggregator formed via a Joint Powers Authority formed by the cities of Chula Vista, Encinitas, Imperial Beach, La Mesa, National City, San Diego and the County of San Diego's unincorporated areas. As a public not-for-profit agency, Community Power is focused on bringing cleaner power at competitive rates to its customers and investing back into the communities we serve.

Through this RFP, Community Power is seeking proposals from qualified individuals or firms¹ to provide comprehensive insurance brokerage services. The selected broker will be responsible for ensuring that Community Power has the most appropriate insurance coverage to meet its needs, as articulated in **Attachment A**. Proposers should review Community Power's Procurement Policy² and Community Power's Inclusive and Sustainable Workforce Policy³ to ensure compliance when drafting proposals. For more information about Community Power, please visit Community Power's website⁴. Proposers may apply to provide one, or both, of the Services, referred to as Task 1 (Insurance Procurement and Management Services) and Group 2 (Account Management and Risk Assessment) Services. Proposers must fully respond to each Task of their choosing in their submitted Proposal to be considered.

II. PROPOSAL SCHEDULE

The estimated schedule for this RFP is as follows:

Description	Date		
Release of RFP	April 24, 2025		
Deadline for Written Questions	May 1, 2025 at 5:00 PM Pacific Time ("PT")		
Community Power Responses to Proposer	May 2, 2025		
Questions			
Proposals Due	May 9, 2025 at 5:00 PM PT		
Interviews (If Requested)	May 21-23, 2025		
Board of Directors Meeting	June 2025		
Binding of Insurance	June 2025		

The above scheduled dates are tentative and Community Power retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind

¹ Use of the term "firm" throughout this document shall mean individual proprietorship, partnership, limited liability company, corporation (whether for profit or not-for-profit), joint venture, or other public or private entity duly existing and operating under California law or authorized to do business in California.

² https://sdcommunitypower.org/wp-content/uploads/2022/12/SDCP-Procurement-Policy Adopted 2022.07.28.pdf

³ https://sdcommunitypower.org/wp-content/uploads/2022/02/SDCP_ISWF-Policy.pdf

⁴ www.sdcommunitypower.org

Community Power to award a contract for the requested services, and Community Power retains sole discretion to cancel or modify any part of or all of this RFP at any time.

III. QUESTIONS AND RESPONSES

Proposers may submit questions regarding this RFP using the online Questions Submissions Form. The question form can be accessed by using the following hyperlink: https://forms.monday.com/forms/93539a7be361c39171772f4ea806fe1f?r=use1.

All questions must be received by 5:00 PM PT on May 1, 2025. When submitting questions, please specify which section of the RFP you are referencing and quote the language that prompted the question. Questions may address issues or concerns that the evaluation criteria and/or business requirements would unfairly disadvantage Proposer or, due to unclear instructions, may result in Community Power not receiving the best possible responses from Proposer.

Community Power will post responses to questions on the Community Power Solicitations Webpage⁵ on May 2, 2025. Community Power reserves the right to group similar questions when providing answers.

IV. PROPOSAL SUBMISSION DEADLINE

Proposals should be submitted electronically to Community Power as a single PDF document using the online Proposal Submission Form by 5:00 PM PT on May 9, 2025. The Proposal Submission Form can be accessed by using the following hyperlink: https://forms.monday.com/forms/5e86437c9123e151d48495e2404fc772?r=use1.

It is the sole responsibility of the Proposer to ensure that the proposal is received before the submission deadline. Proposers shall bear all risks associated with delays in delivery. Any proposals received after the scheduled closing date and time for receipt of proposals may not be accepted.

V. QUALIFICATIONS AND EXPERIENCE

A qualified proposer should have the following minimum qualifications and experience:

- Proposers should prove in their submissions that they have at least five (5) years
 of experience working with public agencies to provide comprehensive insurance
 brokerage services, including risk assessment, policy procurement, claims
 management, and ongoing advisory support.
- Proposers may prove in their submissions that they have applicable qualifications for providing insurance brokerage services and as-needed ongoing advisory

⁵ https://sdcommunitypower.org/resources/solicitations/

support services to Community Choice Aggregators ("CCAs") or electric or municipal utilities.

VI. REQUEST FOR PROPOSALS

A. Contemplated Scope of Services

The Services sought under this RFP are set forth in more detail in **Attachment A**, attached hereto and incorporated herein by reference. Notwithstanding the inclusion of such Services in **Attachment A**, the final scope of Services negotiated between Community Power and the successful Proposer shall be set forth in the Professional Service Agreement ("Agreement") executed by and between Community Power and the successful Proposer. A copy of the Agreement is attached hereto as **Attachment C**. Community Power expects the initial contract term for this work to be one (1) year. Community Power reserves the right to contract for up to four (4) additional one-year extensions for these services and, at that time, may renegotiate the scope of services and associated costs with the successful vendor, which may include a reduction in scope of services and associated changes in costs.

B. Content and Format of Proposal

Proposals shall be concise, well-organized and demonstrate the qualifications and applicable experience and approach necessary to provide the required scope of Services. A Proposal Checklist (Attachment D) has been included in this RFP package to assist Proposers with preparing and submitting a complete proposal. Ideally, proposals should use Calibri 12-point font, be single-spaced with 1-inch margins, and be submitted in PDF format as a single file. The PDF must include the following items in the order listed below:

- 1. Cover Letter⁶ (No more than 2 pages). The Cover letter shall include the following information:
 - Legal name and address of the company or companies and/or any applicable sub-contractor(s).
 - An executive summary explaining the content of your proposal in a clear and concise manner.
 - Legal form of company or companies (partnership, corporation).
 - If company is a wholly owned subsidiary of a "parent company," identify the "parent company."
 - Name, title, address and telephone number of the proposed representative to contact concerning the Proposal Submittal.
 - California Business License Number.

⁶ The Cover Letter shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the proposer.

- 2. Experience & Qualifications Narrative (Maximum 5 pages single-spaced). For the initial one (1) year contract term, please provide a narrative that addresses the following:
 - A description of your team's qualifications to provide the Scope of Services in Attachment A. The qualifications & key personnel should speak to relevant experience with public agencies, the California Community Choice Aggregation ("CCA") or energy regulatory landscape, or utility experience.
 - Include the names and qualifications of the key personnel or anticipated contractors who will be responsible for delivering these services, their respective roles and specific relevant experience.
 - Any technical support staff that should be included if they will perform a significant role in the preparation of any work product during the course of the initial project term. If the team has multiple offices, the office of record for each team member shall be listed, as well as the primary office location where the work is to be performed.
 - To the extent that a Proposer lacks specific expertise in any of the areas described in Attachment A, a professional team of subcontractors or associate firms can and should be assembled by the Proposer to complement their technical expertise. Please include any subcontractors that will support one or more of the service areas described in Attachment A.
 - A high-level organizational structure of the team or organizational chart with all proposed team members.
- **3. Proposed Approach (Maximum 5 pages)** For the initial one (1) year contract term, please provide a narrative that addresses the following:
 - Describe the proposed approach to the contemplated Scope of Services in Attachment A and the collaborative approach to working with Community Power to meet the proposed scope of contemplated services.
 - Proposers may include other services deemed relevant to the successful accomplishment of the Scope of Services in their Proposal.
- **4. Proposed Budget** For the initial one (1) year contract term, please provide a narrative that addresses the following:
 - Please provide a description of any fees and/or compensation the Proposer may seek from Community Power for services, inclusive of staff time, equipment, materials, travel, administrative/clerical,

- overhead, and other out-of-pocket expenses, if applicable to this Agreement. Community Power is providing direct links to its 2024 Audited Financial Statements,⁷ FY 2025 Budget,⁸ FY 2025 Amended Budget⁹ below and providing referential information for Community Power (Attachment E) as an information only attachment.
- If any of the contemplated scope of services requires a hourly time and material billing rates, please provide a detailed fee summary with the following minimum requirements: (i) The total hours to complete each task, (ii) the proposed project team that will work on each task, and (iii) the hourly rate for each team member or the blended rate for the entire team.
- **5.** Resumes & Professional Certifications (No more than three pages per team member): Provide resumes and the relevant professional certifications, for all key members of the proposed Project Team, including proposed subcontractors, if relevant. Do not embed hyperlinks in resumes.
- 6. Applicable Engagements or References (No more than three pages per applicable engagement or reference): Provide brief summaries of three (3) engagements or references that are similar in scope to the type of services requested by Community Power in this RFP. See Attachment B for the template to fill out this information.
- 7. Eligibility for additional evaluation criteria points as allowed by Community Power's Procurement Policy (No more than one page):
 - Bonus Criteria Validation: Proposers can receive bonus points in competitive solicitations by meeting the following criteria and providing the required documentation. Please note that a proposer can receive a maximum of two bonus evaluation criteria, for a total of up to 10 points.
 - San Diego County Employment: Businesses with office(s) located in San Diego County and employing at least 25% San Diego County residents will receive up to 5 additional bonus evaluation criteria points. To receive this preference, proposers must submit written information detailing the location of their office(s) in San Diego County and the percentage of San Diego County residents under their employment.

⁷ https://sdcommunitypower.org/wp-content/uploads/2024/12/2024.06.30-FINAL-FYE-SDCP-Audited-Financial-Statements.pdf

⁸ https://sdcommunitypower.org/wp-content/uploads/2024/07/FY25-Budget-Book-FINAL-TO-SUBMIT.pdf

 $^{^{9} \, \}underline{\text{https://sdcommunitypower.org/wp-content/uploads/2023/02/item-2-attachment-a-FY2024-25-Budget-Amendment-2.pdf}$

- Disabled Veteran Business Enterprises: Businesses certified as disabled veteran business enterprises by the Supplier Clearinghouse (thesupplierclearinghouse.com) will receive up to 5 points or 5% out of a 100-point scoring system. To receive this preference, proposers must submit proof of current, valid certification by the Supplier Clearinghouse. This proof will be subject to verification by Community Power.
- Persons with Disabilities Business Enterprises: Businesses certified as a Persons with Disabilities business enterprise by the Supplier Clearinghouse or Disability:IN will receive up to 5 points or 5% out of a 100-point scoring system. To receive this preference, proposers must submit proof of current, valid certification by the Supplier Clearinghouse or Disability:IN. This proof will be subject to verification by Community Power.
- Small Business Certification: Businesses certified as small businesses by the Department of General Services will receive up to 5 points or 5% out of a 100-point scoring system. To receive this preference, proposers must submit proof of current, valid certification by the Department of General Services. This proof will be subject to verification by Community Power.
- Proposers who provide complete and accurate documentation for any
 of the above criteria will receive the corresponding bonus points during
 the evaluation process. Proposers can receive a maximum of two 5point bonuses, for a total of up to 10 points. Failure to submit the
 required documents may result in disqualification from receiving bonus
 points.

C. Protests

1. <u>Protest Contents:</u> A Proposer may protest a contract award if the Proposer believes that the award was inconsistent with Community Power Procurement policy or if this RFP is not in compliance with applicable law. A protest may be submitted electronically to cstephens@sdcommunitypower.org within five (5) business days after receipt of notification of the contract award. Any protest submitted after 5:00 PM of the fifth business day after notification of the contract award will be rejected by Community Power as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, mailing address and telephone number of the person

- representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.
- 2. <u>Community Power Review:</u> Community Power will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. Community Power shall provide the proposer submitting the protest with a written statement concurring with or denying the protest. Action by Community Power relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a government code claim or legal proceedings.

D. Submittal Requirements

- 1. <u>General:</u> It is strongly recommended that the proposer submit proposals in the format identified in section V(B) to allow Community Power to fully evaluate and compare the proposals. All requirements and questions in the RFP should be addressed and all requested information should be supplied. Community Power reserves the right to request additional information which, in Community Power's opinion, is necessary to assure that the proposer's competence, qualifications, number of qualified employees, business organization and financial resources are adequate to perform the services according to the terms of the agreement.
- **2.** <u>Authorization:</u> The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the proposer.

E. Miscellaneous

- 1. <u>Exceptions Certification to this RFP:</u> In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the attached agreement and, in particular, the insurance and indemnification provisions therein.
- 2. <u>Amendments to Proposals</u>: No amendment, addendum or modification will be accepted after a proposal has been submitted to Community Power. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to Community Power prior to the proposal due date and time.

- **Price Validity**: Prices provided by proposers in response to this RFP are valid for 180 days from the proposal due date. Community Power intends to award the contract within this time but may request an extension from the proposers to hold pricing until negotiations are complete and the contract is awarded.
- A. <u>Right to Reject Proposals:</u> Community Power reserves the right to accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of Community Power, such action shall serve its best interests and those of Community Power ratepayers. The proposers are encouraged to submit their best prices in their proposals, and Community Power intends to negotiate only with the Proposers whose proposal most closely meets Community Power's requirements at the lowest estimated cost. The contract award, if any is awarded, will go to the proposer whose proposal best meets Community Power's requirements.

F. Proposal Evaluations & Criteria

Proposals will be reviewed and ranked by a selection committee composed of Community Power Staff. During the evaluation process, Community Power reserves the right to request additional information or clarification for responses to this RFP. All submittals deemed responsive, on-time, and complete will be evaluated in accordance with the following evaluation criteria: Proposals will be evaluated in accordance with the following evaluation criteria:

	Evaluation Criteria	Points
		Possible
1.	Proposer's qualifications and experience	20
2.	Demonstration of past success	25
3.	Proposer's approach to meeting the contemplated Scope of Work	35
	requested in Attachment A	
4.	Commercial Terms (Price)	20
5.	Eligibility for additional evaluation criteria points as allowed by	Up to 5
	Community Power's Procurement Policy. 10	

Following the initial evaluation, Community Power may select one Proposer or select a number of Proposers (with or without interviews); or conduct interviews and demos with a "short list" of Proposers, consisting of those Proposers reasonably likely, in the opinion of Community Power, to be awarded the contract. Any interview may include discussions about services offered, conflicts of interests with other clients, or fees/compensation amount or structure. Interviews may

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¹⁰ For a list of Evaluation Criteria preferences, please see Community Power's Procurement Policy: https://sdcommunitypower.org/wp-content/uploads/2022/08/SDCP-Procurement-Policy Adopted 2022.07.28.pdf.

take place through written correspondence, telephone or video conference, and/or face-to-face interviews, at Community Power's sole discretion. Community Power reserves the right to not convene interviews or discussions, and to make an award on the basis of initial proposals received. References may be contacted at any point in the evaluation process.

After a Proposers has been selected, Community Power will negotiate a contract for execution. If a satisfactory contract cannot be negotiated, Community Power may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by Community Power. Proposers are further notified that Community Power may disqualify any Proposer with whom Community Power cannot satisfactorily negotiate a contract.

VII. RESERVATION OF RIGHTS

This RFP is a solicitation for proposals only and is not intended as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations. Community Power may, at its sole discretion, accept or reject any or all proposals submitted in response to this RFP. In addition, Community Power may, at its sole discretion, only elect to proceed with contract negotiations for some of the services included in the proposal. Community Power further reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP. Community Power also reserves the right to waive minor errors and omissions or inconsequential disparities in proposals, request additional information.

Community Power shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. Community Power has the right to amend the RFP, in whole or in part, by written addendum, at any time. Community Power is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda. Such addendum shall be made available to each person or organization which Community Power records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of Community Power. Community Power is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf prior to an award of contract by Community Power. Community Power has the right to reissue the RFP at a future date.

VIII. CONFIDENTIALITY AND PUBLIC RECORDS

Proposals submitted in response to this RFP shall become the exclusive property of Community Power. Community Power is subject to the California Public Records Act ("CPRA"). The proposal will become a matter of public record when contract negotiations are complete and when an agreement is executed by Community Power. Exceptions to disclosure may be available to those

parts or portions of proposals that are justifiably and reasonably exempted under the CPRA, such as trade secrets. If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must prominently mark it "confidential" and state the specific provision in the California Public Records Act that provides the exemption as well as the factual basis for claiming the exemption. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of a CPRA exemption. A Proposer who indiscriminately and without justification identifies most or all of its proposal as exempt from disclosure or submits a redacted copy may be deemed non-responsive.

Although the CPRA recognizes that certain confidential information or other exempt records may be protected from disclosure, Community Power is not in a position to establish that the information that a Proposer submits is exempt. If a request is made for information marked "Confidential," Community Power will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

Community Power shall not, in any way, be liable or responsible for any resulting disclosure of any such record or any parts thereof pursuant to the CPRA or otherwise by law.

IX. CONFLICTS OF INTEREST

Community Power is governed by the Political Reform Act, Government Code Section 1090, Government Code Section 84308, and other requirements governing conflicts of interest, campaign contributions, and gifts. Proposers are required to review all applicable conflict of interest laws. In addition, Community Power has adopted policies governing procurement. Proposers are advised to review all policies, including the Procurement Policy, available at: https://sdcommunitypower.org/resources/key-documents/.

If it is discovered that the Proposer contacted and received information from anyone or other mediums used to share information about this solicitation specified above and under the process specified herein regarding this solicitation, Community Power may, in its sole discretion, disqualify the proposal from further consideration.

All contact regarding this RFP or any matter relating thereto must be in writing and submitted using the Questions Submissions Form. The question form can be accessed here: https://forms.monday.com/forms/93539a7be361c39171772f4ea806fe1f?r=use1.

X. REPORTING OF SUPPLIER DIVERSITY INFORMATION

Public Utilities Code Section 366.2(m) requires certain community choice aggregators, including Community Power, to annually submit to the California Public Utility Commission ("CPUC"): (1) a detailed and verifiable plan for increasing procurement from small, local, and diverse business enterprises; and (2) a report regarding its procurement from women, minority, disabled veteran, persons with disabilities, and LGBT business enterprises.

General Order (GO) 156, adopted by the CPUC, requires certain California public utilities to engage in outreach activities and meet specific procurement goals from women, minority, disabled veteran, persons with disabilities, and LGBT business enterprises. Qualified businesses become GO 156 certified through the CPUC and are then added to the GO 156 Supplier Clearinghouse database.¹¹

To assist Community Power with its reporting obligations under Public Utilities Code Section 366.2(m) and with evaluating its supplier outreach and other activities, the successful proposers that is awarded the contract will be asked to voluntarily disclose their certification status with the CPUC Clearinghouse, as well as their efforts to work with diverse business enterprises, including women business enterprises (WBEs), minority business enterprises (MBEs), disabled veteran business enterprises (DVBEs), and lesbian gay bisexual transgender business enterprises (LGBTBEs).

Except as otherwise expressly provided under this Policy and/or required by applicable state or federal law or funding requirements (including, without limitation, any grant or loan conditions), Community Power shall not use any demographic information received from potential vendors in any way as part of its decision-making or selection process. Rather, Community Power will use such information solely for compliance with its reporting obligations to the CPUC and evaluation of Community Power's outreach and other activities consistent with applicable law.

XI. NON-DISCRIMINATION

Community Power will not discriminate and will require its contractors to not discriminate on the basis of race, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of contractors, subcontractors, vendors, or suppliers. The successful Proposer shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

XII. ATTACHMENTS

Attachment A – Contemplated Scope of Services

Attachment B – Prospective Proposer References

Attachment C – Sample Professional Services Agreement

Attachment D - Proposal Checklist

Attachment E – Community Power Information

¹¹ www.thesupplierclearinghouse.com

ATTACHMENT A CONTEMPLATED SCOPE OF SERVICES

Community Power's Chief Financial Officer will direct the efforts of the selected Proposer, with oversight by the Chief Executive Officer.

The following areas are intended to be guidelines as to the type of assignments for which the Consultant will provide insurance brokerage assistance to Community Power across two categories of tasks. Task 1 will be to manage Community Power's annual insurance policy renewal process for various coverages, including property, liability, worker's compensation, and specialized endorsements, to ensure comprehensive protection for Community Power. Task 2 will be to provide as-needed account management and risk assessment, at a minimum, for Community Power's insurance policy thresholds. Proposers may apply to provide one or both of the Services, referred to as Task 1 (Insurance Procurement and Management Services) and Group 2 (Account Management and Risk Assessment) Services. Proposers must fully respond to each Task of their choosing in their submitted Proposal to be considered.

Task 1 Activities

- 1. **Policy Procurement**. Assist Community Power in obtaining policies promptly once bound, i.e., within 30 days or less. Community Power requires the following insurances:
 - Commercial Package (Property & General Liability)
 - Worker's Compensation (Work Comp and Employers Liability)
- Directors and Officers (D&O) Insurance
 - Directors and Officers Endorsements:
 - Trade or Economic Sanctions Endorsement
 - Network Security or Privacy Liability Exclusion
 - o False Claims Act Exclusion
 - o Bond Exclusion Modified
 - Capacity Commitment Exclusion
 - Class Action Claim Retention Endorsement
 - CCA Public Entity Liability Enhancement Endorsement
 - Limits of Liability Amended Endorsement Payment of Claims Expenses Reduces the Limits of Liability
 - Amendatory Endorsement California
- Errors and Omissions (E&O) Insurance
- Employment Practices Liability Insurance (EPLI)
- Cyber Liability Insurance
- 2. **Underwriting Submissions**. Prepare underwriting submissions to insurance markets.
- 3. Policy Review. Review policies, binders, and endorsements in detail within 15 days of

receipt to verify the wording and accuracy of each. Ensure policies meet agreed provisions and do not contain errors. Confirm that all negotiated coverage enhancements are provided and obtain revisions when needed. Promptly submit originals of all policies and endorsements to Community Power, with a sheet bearing the signature of the person responsible for policy review.

- 4. **Coverage Summaries**. Provide coverage summaries for all new placements and updates on changes to existing policies.
- 5. **Policy Changes**. Process requests for additions or deletions to policies within five business days of receipt. Provide Community Power with copies of initial correspondence to the insurer or intermediary, if any. Follow up every two weeks from the request date until a response is received and the action is completed.
- 6. **Invoicing and Payments**. Provide Community Power with detailed invoices that have been verified for accuracy, except in the case of direct billing by insurers. Remit premiums to insurers and taxes and fees to the relevant parties upon receipt from Community Power.
- 7. **Coordination of Services**. Coordinate services provided by insurance carriers, including safety, claims adjusting, management information reporting, case management, health care provider selection, and others.
- 8. **Additional Insurance Quotations**. Provide insurance quotations for additional coverages such as pollution (cost cap, PLL), railroad protective liability, builder's risk, etc., within 30 days if requested by Community Power.
- 9. Financial Responsibility. Ensure all coverages are placed with financially responsible insurers. Monitor published financial information of Community Power's insurers and alert Community Power when the status of one or more insurers falls below agreed-upon minimum financial guidelines. Note that the broker is not obligated to guarantee the financial solvency of carriers.
- 10. Loss Control Assistance. Provide loss control assistance as requested, subject to agreed-upon budget limitations. At a minimum, organize and conduct loss control meetings with insurance companies as needed and as agreed with Community Power; if and when meetings are required, they will be initiated by Community Power.
- 11. Claims and Loss Adjustment. Assist in the adjustment and settlement of claims and losses as follows: a. Advise on coverage application to specific loss situations. b. Assist in the development of settlement strategies. c. Assist with the development of proofs of loss, accounting reports, and other insurer-required information, and with the filing and processing of all claims. d. Notify applicable excess insurers of claims as appropriate. e. Assist with litigation management issues that impact claim settlement.

- 12. **Underwriting Submissions**. Perform all necessary inspections and data gathering necessary to prepare underwriting submissions to insurance markets.
- 13. **Binder Delivery**. Use best efforts in working with carriers to deliver binders on or before the effective date of coverage being placed, subject to placement.

14. Annual Services and Forecasting:

- Provide a summary of services performed for the current year and planned for the next year.
- Offer a forecast of market conditions and renewal costs in conjunction with Community Power's budget process.
- Provide an accounting of income received on this account.
- Include commentary on any other developments or issues important to Community Power.

Task 2 Activities

1. Account Management:

- Assign an Account Manager responsible for overseeing Community Power's account and communicating with Community Power staff.
- Ensure the Account Manager and any other assigned team members are readily available to provide expertise and advice to Community Power staff. Commonly requested assistance includes: (i) Reviewing contracts, leases, and agreements for insurance and liability issues, (ii) Devising insurance language and requirements to ensure minimal liability, and (iii) Interpreting policy and coverage usage and applicability.

2. Risk Assessment and Recommendations

- Assist in identifying and assessing the magnitude of Community Power's risks.
- Determine the need for insurance as a risk-financing tool.
- Monitor Community Power operations and loss exposures.
- Make appropriate recommendations for coverage changes or new coverages.

3. Program Structure Recommendations

• Recommend an overall program structure to address Community Power's property and liability risks.

ATTACHMENT B PROSPECTIVE PROPOSER REFERENCES

Proposer's Name:_____

List three References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in a solicitation.					
•	Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
	Project Name or Contract #	# of Years / Contract Term		Type of Service	Dollar Amount
<u>.</u>	Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
	Project Name or Contract #	# of Years / Contract Term		Type of Service	Dollar Amount
	Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
	Project Name or Contract #	# of Years / Contract Term		Type of Service	Dollar Amount

ATTACHMENT C SAMPLE PROFESSIONAL SERVICES AGREEMENT

Community Power's standard form Professional Service Agreement will be posted on Community Power's solicitations website (https://sdcommunitypower.org/resources/solicitations/) under the announcement for this RFP in PDF form.

ATTACHMENT D PROPOSAL CHECKLIST

The following checklist outlines all items to be provided in response to the RFP. This is meant to be used as a tool to support you in the process. This checklist does not need to be submitted.

Online Application Form Hyperlink: https://forms.monday.com/forms/5e86437c9123e151d48495e2404fc772?r=use1.

Signed Cover Letter (No more than 2 pages)
Experience & Qualifications Narrative (Maximum 5 pages single-spaced)
Proposed Approach (Maximum 5 pages)
Proposed Budget
Resumes & Professional Certifications (No more than three pages per team member)
Applicable Engagements or References (No more than three pages per applicable engagement or reference)
Eligibility for additional evaluation criteria points as allowed by Community Power's Procurement Policy (No more than one page)

ATTACHMENT E COMMUNITY POWER INFORMATION

Community Power's Insurance Information will be posted on Community Power's solicitations website (https://sdcommunitypower.org/resources/solicitations/) under the announcement for this RFP in PDF form.