



REQUEST FOR PROPOSALS OWNER CONTROLLED INSURANCE PROGRAM ("OCIP")

The Desert Community College District seeks to identify qualified firms to provide an Owner Controlled Insurance Program.

RFP Number: 43-0500-OCIP-RFP

Proposals Due: No later than 3:00 PM, Pacific Time, on April 6, 2022.

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT THE DESERT COMMUNITY COLLEGE DISTRICT of Riverside County, California, acting by and through its Board of Trustees, hereinafter referred to as District, will receive up to, but not later than 3:00 PM on April 6, 2022 proposals for the District's:

RFP No. 43-0500-OCIP-RFP

OWNER CONTROLLED INSURANCE PROGRAM

The Request for Proposals ("RFP") may be obtained by request via email at mmcginnis@bond.collegeofthedesert.edu or by contacting Mac McGinnis at (760)776-7219, at the College of the Desert, 43-500 Monterey Avenue, Palm Desert, CA 92260.

Sealed proposal submittals must be received by 3:00 PM on April 6, 2022. Proposals must be submitted to the address set forth below:

MAAS Bond Management Office
43500 Monterey Avenue, Palm Desert, CA 92260

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals.

Publication Date: March 16, 2022

INSTRUCTIONS TO BIDDERS

1. Background Information

- 1.1. The District is a community college district in Riverside County. The District serves approximately 43-0500-OCIP-RFP number of students and undertakes various projects throughout the year.
- 1.2. This Request for Proposals (“RFP”) provides a description of the services sought by the District and describes how qualified insurance brokers should provide an Owner Controlled Insurance Program (“OCIP”) for District construction projects (“Projects”).
- 1.3. The Projects include:
 - Athletics Stadium & Fields – Palm Desert Campus
 - Science Building Renovation – Palm Desert Campus
 - Indio Campus Expansion – Indio Campus
 - Indio Child Development Center – Indio Campus
 - Palm Springs Development Project
 - Roadrunner Motors

2. About this RFP

- 2.1. The District seeks proposals from qualified firms with expertise designing, marketing, implementing and administrating an Owner Controlled Insurance Program. Firms for the purpose of this RFP will be referred to as a “Proposer(s)”.
- 2.2. The District will provide the successful firm with a copy of an agreement (“Agreement”). The initial term of the Agreement will be three (3) years. Two (2) subsequent one (1)-year extensions may be offered at the sole discretion of the District.
- 2.3. The District reserves the right to reject any and all Proposals, in whole or in part, as well as the right to issue similar requests for proposals in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the District responsible for the cost of preparation or any expenses incurred in responding to this RFP. A submitted Proposal will be retained for official files and becomes a public record subject to the California Public Records Act.
- 2.4. The successful firm will provide program design, marketing, administrative, claims, loss control and safety services for an OCIP for various District Projects. A detailed description of the services that the District expects the successful firm to provide is set forth in the Special Provisions/Scope of Services section of this RFP.

3. Deadline for Proposals

- 3.1. One (1) original hard copy of the proposal, plus an electronic copy on a thumb drive or other external drive with the full proposal must be received by the District on or before 3:00 PM on April 6, 2022. Proposals must be submitted in accordance with the instructions herein. Proposals shall be placed in a sealed envelope and clearly marked: Response to Request for Proposals – RFP No. 43-0500-OCIP-RFP, Attn: Mac McGinnis. No proposal will be accepted after this time and date. No faxed proposal will be accepted. Proposals must be submitted to: Mac McGinnis, 43500 Monterey Ave., Palm Desert, CA 92260 (“District Representative”).

4. Instructions and Questions

- 4.1. Questions regarding this Request for Proposals should be directed to the person designated below. Do not contact any other District employee or official regarding this RFP.

Mac McGinnis
mmcginnis@bond.collegeofthedesert.edu
(760)776-7219

4.2. Common questions for this RFP may include the following:

4.2.1. Question: Will the successful Proposer be entitled to any compensation before the Notice To Proceed has been issued to the contractor?

Response: No, the District will not pay the firm any fees until a Notice to Proceed has been issued to a contractor.

4.2.2. Question: Is this all public funding or is there some public/private partnership?

Response: There is no private funding – it is all public funding.

4.2.3. Question: Who is the incumbent broker?

Response: There is no incumbent broker as these are new projects.

4.2.4. Question: Can you expand upon the coverages the broker will be asked to market?

Response: Including but not limited to General Liability, Workers' Compensation, and Excess Liability.

4.2.5. Question: Assuming the Projects move forward, will the District consider a contractor controlled insurance program (CCIP) if it is proposed by the awarded contractor, or is it committed to the OCIP concept?

Response: The District is committed to an OCIP only.

4.2.6. Question: Will the Proposers be interviewed in order to complete the selection process, or negotiate costs?

Response: The District may conduct interviews in the District's sole discretion.

5. Addenda

5.1. If any person contemplating submitting a proposal for services listed herein is in doubt as to the true meaning of any part of this RFP, he/she may submit to the District Representative identified above, a written request for an interpretation or correction thereof. Such request must be made to the District's Representative by the deadline for questions listed in the Schedule of Events below.

5.2. Any interpretation or correction of District specifications will be made only by addenda, duly issued by the District Representative(s) identified above. Copies of such addenda will be mailed or delivered to those persons who have received the RFP.

5.3. The District will not be responsible for any oral or other unofficial interpretation of any element of the RFP or its related documentation.

6. Withdrawal/Extension

6.1. A firm may withdraw its proposal at any time up to the proposal deadline. The withdrawal shall be in writing, bearing the signature of the person who submitted the proposal.

6.2. Extensions of time to prepare a proposal will not be authorized.

7. Contract and Certifications

7.1. The selected firm will be required to execute a contract with the District and may be required to submit additional certifications, if applicable.

8. Tentative Schedule of Events

- 8.1. The District has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the District.
- 8.2. Proposers are advised to check the RFP webpage on a regular basis for any updates to the RFP language or change to the schedule.

Event	Date
RFP Issuance	March 16, 2022
Deadline for Questions	March 23, 2022
District Issues Responses to Questions	March 30, 2022
Proposals Due	April 6, 2022
Board Approval	May 20, 2022

SUBMISSION REQUIREMENTS AND EVALUATION PROCEDURES

1. Pre-Proposal Conference.

1.1. The District will not be holding a pre-proposal conference.

2. Submission Requirements

2.1. Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

2.2. One (1) original hard copy of the proposal, plus an electronic copy on a thumb drive or other external drive with the full proposal must be received by the District on or before 3:00 PM on April 6, 2022. Proposals must be submitted in accordance with the instructions herein. Proposals shall be placed in a sealed envelope and clearly marked: Response to Request for Proposals – RFP No. 43-0500-OCIP-RFP, Attn: Mac McGinnis. No proposal will be accepted after this time and date. No faxed proposal will be accepted. Proposals must be submitted to: Mac McGinnis, 43500 Monterey Ave., Palm Desert, CA 92260.

3. Proposal Contents

3.1. Basic Information. The Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing an Agreement. In addition, Proposer shall submit an organizational chart of the proposed team members that will provide OCIP services under this RFP.

3.2. Representative. Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.

3.3. Individual Experience and Qualifications of Proposed Team Members.

3.3.1. For each individual listed on the organizational chart, a current and complete resume must be provided. Missing resumes of any proposed team members listed within the organizational chart may cause the Proposal to be rejected as non-responsive. The information should be structured to emphasize the relevant qualifications and experience of each team member including all personnel your firm has identified. Each team member must have at least three (3) years of OCIP experience unless otherwise addressed in the RFP.

3.3.2. Information specific to each individual should include, at a minimum, the following information:

- a) Number of years with the firm.
- b) Office location.
- c) Number of years' experience working with OCIP insurance programs.
- d) Details regarding prior OCIP insurance experience by providing at least two prior OCIP insurance examples of projects completed within the last five years. Highlight their role in each OCIP example. Include the dates for the duration that the individual worked on each OCIP example.
- e) A detailed description of their proposed role and duties for the District program.
- f) A relevant client reference for Account Manager having day-to-day program management responsibility for administration of the OCIP including a contact name, phone number and email address. Reference must be for course and scope of work similar to the Projects and must describe the work performed for reference.

3.4. Firm Experience.

3.4.1. Submit three (3) examples of projects completed within the last five (5) years, of the proposed firm's experience in providing OCIP program design, marketing, administrative, and safety and loss control services for other governmental client projects. A relevant example will include at minimum:

- a) Type of project, construction value, list of services provided, and length of construction.
- b) Highlight your involvement with OCIP insurance programs for governmental entities by providing specific examples of past OCIP's similar to this OCIP.
- c) A reference for each of the three (3) examples listed under Firm Experience.

3.5. Scope of Services Overview.

3.5.1. Provide specific details regarding how your firm would perform the services listed in the Special Provisions/Scope of Services section of this RFP. This section should be organized as follows:

- a) Marketing.
- b) Administration Services.
- c) Claims Management Services.
- d) Safety and Loss Control. Describe your philosophy and approach to implement and administer the safety and loss control management program. The description shall include at a minimum:
 - Provide your firm's approach to allocating on-site safety and loss control professionals having day-to-day safety responsibilities to ensure that the services in this RFP are being implemented and administered appropriately and effectively.
 - Please provide a list of names of all personnel who will have day-to-day responsibility for servicing the OCIP. Include resumes of the on-site safety and loss control professionals' experience and professional qualifications. On-site professionals must have a minimum of ten (10) years relevant heavy-commercial construction loss control work experience working on projects similar in size and type as the Projects. At a minimum, the on-site safety professionals' must have the OSHA 30 and CHST certifications.
 - Describe any related training that will be provided to employees of enrolled contractors and to any employees of the District.
 - Identify the lead/oversight personnel responsible for the onsite safety professional at each Project location and provide their resume(s) detailing at a minimum 10 years of experience in OCIP safety oversight.
- e) Management Information Systems. Describe the capabilities of your management information system to be utilized for the Project identified in the Projects. Provide detail with regard to the exact types of information your system(s) can track. The description shall include at a minimum:
 - Details regarding the online capabilities of your system(s) contractor enrollment process.
 - Provide three examples of standard reports that have been utilized on previous OCIP(s) including details on what the reports are capturing.
 - Provide what sets your firm's system apart from the competitors.

3.6. Quantification of OCIP Systems.

3.6.1. The District will ask contractors to bid without the cost of their insurance when bidding on the Projects. Describe in detail how your firm would capture the savings resulting from the use of an OCIP. Include examples of insurance manual language, contractor enrollment forms, and savings reports as part of your response to your firm's approach.

3.7. OCIP Challenges.

3.7.1. Provide a specific description of any potential problems that you would anticipate encountering during the term of the program. Indicate how your firm will overcome these

challenges, and the proposed solutions to those problems. At a minimum, identify challenges that you would foresee in the following categories: Marketing; Administration Services; Safety and Loss Control; and Claims Management Services.

3.8. OCIP Implementation Plan and Timeline.

3.8.1. Provide a plan and timeline schedule for the design, implementation and ongoing management of the OCIP. The plan and timeline schedule should begin with the date of notification of award per the Tentative Schedule of Events listed within this RFP. At a minimum, include the following information:

- a) A list of the required tasks including start and completion dates along with the responsible team member(s).
- b) A description of any deliverable(s) to be provided with each task.
- c) Details regarding your firm's approach to manage, control, and/or supervise the work plan to ensure satisfactory implementation and completion.

3.9. Cost Proposal. This section should disclose all charges to be assessed to the District for the Scope of services and declare the Proposer's preferences for payment method and timing consistent with the information provided herein.

3.9.1. Quote an annual total fixed flat fee for completing all requirements outlined in the Scope of Services. Quote a fee for the initial term and for each of the potential successive years of the contract term.

3.9.2. The annual total fixed flat fee shall be inclusive of all expenses and costs.

3.9.3. The Proposer's only source of income, revenue or compensation earned or received by the Proposer in connection to the District's account is the annual total fixed flat fee paid to the Proposer by the District. Any other source of income, revenue, consideration, or compensation, including, but not limited to, commissions and overrides received by the Proposer in connection to the District's account, must be disclosed and reimbursed back to the District.

3.9.4. NOTE: EXECUTION OF A CONTRACT WILL NOT RESULT IN COMPENSATION BEING EARNED OR PAID TO THE PROPOSER. COMPENSATION WILL BE EARNED AND PAID ONLY IF THE DISTRICT GIVES THE CONTRACTOR AUTHORITY TO PLACE AN ORDER WITH THE INSURANCE COMPANY TO BIND COVERAGE.

4. Evaluation Criteria

4.1. Evaluation of the proposals shall be based on a competitive selection process in accordance with the following criteria:

4.1.1. Responsiveness and Quality of the Proposal. The District will consider the overall responsiveness and quality of the proposal, clearly stating the understanding of the purpose, scope and objectives of the program and demonstrating a good practical approach and work plan to achieve these objectives.

4.1.2. Expertise and Qualifications. The District will consider the overall technical expertise and qualifications of the firm, including the firm's principals and staff and depth and availability of staff and resources to meet anticipated schedule and program requirements.

4.1.3. Past Performance. The District will consider the past performance of the proposing firm on relevant similar work previously accomplished for similar districts.

4.1.4. Costs. The District will consider the proposed costs and fees of the firm.

4.1.5. Interview. The District will consider the proposing firm's interview presentation, if any.

5. Evaluation Process

5.1. An evaluation committee, consisting of District personnel will select the firm(s) to be used by the District. In addition to its own staff, the District may utilize the services of one or more individuals from other agencies in the evaluation of responses. The District reserves the right to reject any proposal which is non-responsive or fails to meet the minimum requirement of this

RFP.

- 5.2. The District reserves the right to reject any and all proposals at any time prior to contract award without obligation in any manner for preparation, interview, fee negotiation or other marketing costs associated with this RFP.
- 5.3. The District may consider evidence of untimely and unsatisfactory performance on prior similar projects or litigation by the applicant on previous contracts to disqualify any applicant.
- 5.4. The evaluation of proposals will be conducted in three (3) phases. Phase I will evaluate proposals in terms of the ability to satisfy the requirements outlined in the Request for Proposals. Firms considered by the District to be most qualified will be placed on a list for further evaluation. Phase II may include interviews and/or presentations and contract fee negotiation. If such interviews are conducted, the District's appraisals of the presentations will also be factored into the evaluation of the proposals. However, respondents are advised that selection may be made without interviews or further discussion. Phase III will consist of the final selection and approval by the Board. The District reserves the right to contract for services in the manner that most benefits the District including awarding more than one contract if desired.

GENERAL PROVISIONS

1. Signature. If the proposal is made by an individual, it shall be signed by such individual, including the full name and address of the individual. If the proposal is made by a firm, it shall be signed by a principal of the firm with authorization to bind the firm by contract.
2. Costs. All costs associated with the preparation of the firm's proposal will be solely the responsibility of the interested firm.
3. Construction. The Request for Proposals, the proposal and all documents referred to in this Request for Proposals ("RFP") and the resultant contract between the firm(s) and the District and any modification to said documents, shall be construed together as one document.
4. Public Records. The firm submitting qualifications agrees that all documentation and information in any submittal or addendum shall become the property of the District and may be subject to disclosure under the terms of the Freedom of Information and Protection of Privacy Act and/or Public Records Act.
5. Compliance with Law. The successful firm, its officers, directors, employees, agents, and representatives will be expected to adhere to all federal, state and local guidelines and regulations, and District policies, procedures, and regulations, including those related to COVID-19 or any other similar pandemic or epidemic, as applicable.
6. Offer Period. The proposal submitted by the interested firms shall be irrevocable for a period of sixty (60) days from the official closing date for the receipt of proposals.
7. No Contact. No personal contact shall be made with members of the District's Board. Any contact will constitute grounds for disqualification of consideration.
8. Reservation of Rights. The District reserves the right to accept or reject any or all proposals. The District also reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or, alternatively, it may elect to conduct interviews or request presentations from firms who are within an acceptable competitive range, as determined by the District. The District reserves the right to withdraw, at its discretion, this RFP at any time and shall not be liable for any expense, cost, loss, or damage incurred or suffered by any interested firm as a result of such withdrawal.
9. Obligations of Firm. The contents of the proposals of the successful firm(s) will become contractual obligations. Failure of the successful firm to accept those obligations in a subsequent contractual agreement may result in cancellation of the award. The firm will be required to use his/her own office, personnel, and facilities, except as otherwise provided herein or in any resultant contract.
10. Appropriation of Funds. Any contract resulting from this RFP is subject to appropriation of funds by the District's Board for each year of service.
11. Agreement. The firm(s) that are recommended for award of a contract will be required to execute an agreement with the District.
12. Equal Opportunity. The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE") and minority and women

business enterprises shall be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

13. Licensing. All Proposers, and subcontractor(s), employees or agents thereof, performing work per agreements awarded under this RFP must have, at all times throughout the duration of their performance of the work, all appropriate, valid license(s) required under law to provide the work being performed. If the possession of any license(s) is required under law for the performance of the work, the Proposer must ensure that the work will be performed either by an appropriately licensed individual or under the direct supervision of an appropriately licensed individual.
14. Prevailing Wages. To the extent the Agreement pertains to public works projects, all Proposers and subcontractors shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to Sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available online at: <http://www.dir.ca.gov>. All Proposers and subcontractors thereof shall comply with the registration and qualification requirements pursuant to Sections 1725.5 and 1771.1 of the California Labor Code.
15. No Follow On Contracting. For any Project that a Proposer is providing consulting services pursuant to an Agreement awarded by this RFP, the Proposer is prohibited from also providing construction services on that same Project under any separate contract or agreement the Proposer may have with the District.
16. Insurance. The successful Proposer will be required to provide proof of insurance coverage for Commercial General Liability, Workers Compensation and Employer's Liability, Automobile Liability and Professional Liability pursuant to the insurance provisions in the Agreement. Policy limits and insurance requirements will be specified in the Agreement. Insurance requirements may be increased as determined by the scope of work.
17. Subcontracting. Use of subcontractors will be permitted; however, any Proposer with whom the District contracts with will be the sole point of contact with the District, will be solely responsible for the supervision and the acts of its subcontractors, and must warrant the work of such subcontractors as if it were the Proposer's own work.
18. No Guarantees. The District cannot guarantee the amount or duration of the awarded work.

SPECIAL PROVISIONS/SCOPE OF SERVICES

The scope of services to be provided by the selected Proposer on behalf of the District may include the following:

1. The Proposer will provide: program design, marketing, administrative, claims, loss control and safety services for an OCIP for various District Projects.
 - 1.1. Project Sites. The Project sites include:
Palm Desert, Indio, Palm Springs, and Cathedral City, CA
 - 1.2. Safety and loss control consultants must be onsite or visit Project sites throughout the duration of the Project including ramp up through completion.
 - 1.3. For peak construction, one full time on-site safety professional will be required.
 - 1.4. The cost for the safety and loss control professional(s) shall be included in the Proposer's cost proposal and such cost to be paid by Proposer.
 - 1.5. Any safety professional provided by the insurance carrier shall be in addition to the District's requirement and no additional fees shall be charged to the District.

2. It is the intent that these Projects will commence and be completed according to the planned schedule; however, it is possible the Project could be delayed or even cancelled. If the Project is delayed and takes longer than projected, the proposed fee shall cover the entire Project, regardless of extensions.

3. At this time, Proposers are not authorized to approach insurers or other underwriting sources on behalf of the District. We specifically request that no insurance market contact be made on behalf of the District and that no market reservations or commitments be made for any purpose with respect to any insurance or reinsurance to be provided to the District. Violation of this request may result in the disqualification of any Proposer.

4. Contract award will be based on the combined Proposal scores as described herein. Proposals submitted in response to the RFP, and deemed responsive and responsible, will be evaluated with the intent to award a contract to the highest ranked Proposer.

5. Objectives. Proposer objectives are as follows:
 - 5.1. To develop a plan to effectively design, market, implement and manage a successful OCIP on behalf of the District.
 - 5.2. To cultivate and promote, through effective communications and actions, a unified goal for the safe completion of the Project by all parties participating in the OCIP including the District, its subcontractors, consultants, General Contractors and all levels of affiliated parties.
 - 5.3. To assist and support all participating parties in their establishment of the safest possible work environment that will protect employees and members of the public and encourage safety awareness at every level by providing safety consultation and suggesting, helping with or implementing loss control programs or procedures.
 - 5.4. To provide key OCIP data and documentation critical to evaluation of the success of the OCIP, including, but not limited to:
 - 5.4.1. Providing accurate, complete and timely reports which provide program costs and expenses including losses and the resultant cost savings achieved for the program.
 - 5.4.2. Identifying any OCIP procedures which cause unnecessary administrative burden on the part of the District Project Management personnel and recommend procedures to minimize the situation.
 - 5.5. Substitution of a key team member will not be allowed without prior written approval from the

District.

6. Tasks.

6.1. General

- 6.1.1. The successful Proposers shall provide all services required by District and will perform, at a minimum, the tasks listed below for the following major program components:
 - 6.1.1.1. Design, Marketing and Program Procurement
 - 6.1.1.2. Administrative Services
 - 6.1.1.3. Safety and Loss Control Services
 - 6.1.1.4. Claims Management Services
 - 6.1.1.5. Risk Management Information Services
- 6.1.2. Proposals should clearly describe the OCIP services the Proposer will provide if awarded a contract under this RFP.
- 6.1.3. Proposers are encouraged to offer concepts that will save money and provide superior service while affording maximum protection to District, its consultants, contractors and all levels of Subcontractors and affiliated parties. The selected Proposer shall be expected to work closely with District personnel to provide these services.

6.2. Design, Marketing and Program Procurement

- 6.2.1. Analyze and assess the various risks associated with the Project and determine the level of insurance coverage needed to protect the District from financial loss.
- 6.2.2. Provide an overall conceptual strategy for procurement of the OCIP including consideration of insurance coverage terms, exclusions, markets, market capacity and constraints, risk retention or self-insurance levels, approximate premiums, and deductibles.
- 6.2.3. Design the broadest possible insurance program with reasonable deductibles at the most reasonable cost that adequately protects the District, participating contractors, and all other parties against the potential risk arising out of the construction activities of the Project. Structure the program to eliminate gaps or overlaps in policies and to provide coverage enhancement(s) that will benefit the District without limiting or reducing the required coverages.
- 6.2.4. Produce a comprehensive submission that incorporates all elements of the program design acceptable to and approved by the District. Provide the insurance market(s) with sufficient information to underwrite and price the program in the best interest of the District. Provide a copy of the proposed submission document(s) to the District for review and approval prior to distribution to underwriters.
- 6.2.5. Present submission to the insurance market(s), request quotations by a specified date, respond to the insurer/underwriter questions, arrange meetings or site tours and provide additional data, as requested. Request all program policies be quoted net of commission.
- 6.2.6. Receive and analyze the insurer/underwriters quotations, determine whether they meet the specifications, whether the price is reasonable, and prepare and submit a written analysis to the District. Identify the best OCIP insurance solutions including appropriate coverage, policy limits, and risk-financing structure. Contingent commission shall not be accepted and full disclosure shall be required.
- 6.2.7. Schedule interviews with the most qualified insurance carriers. Arrange for participation by appropriate District personnel in the interview process.
- 6.2.8. Provide updates to the District regarding the status of the marketing effort as requested.
- 6.2.9. Negotiate acceptable terms and conditions, as respects to coverage and premiums, in order to obtain the most comprehensive and cost-effective coverage available. Assure all coverages are placed with reputable and financially responsible insurers.
- 6.2.10. Bind coverage as instructed by District personnel. Obtain prompt issuance of certificate (COI) and policies after coverage is bound.
- 6.2.11. Review all program policies upon receipt to verify conformance with the specifications

and negotiations. Request and aggressively follow-up for any required changes or amendments.

- 6.2.12. Verify the contract language and accuracy of each policy, binder, certificate, endorsement, financial document or other document received from insurer(s). The Proposer shall provide its comprehensive review by affixing the signature of an authorized representative of the successful Proposer to each page of all coverage documents. Request and aggressively follow-up for any required changes or amendments.
- 6.2.13. Verify the accuracy of all rates, premiums charged and the accuracy of all audits.
- 6.2.14. Submit originals of all policies and endorsements to the District promptly.
- 6.2.15. Coordinate and obtain ongoing services between the District and insurance carriers including safety, claims management, risk management information system reporting and access, health care provider selection and other services as applicable.
- 6.2.16. Represent the District in all negotiations with insurers, underwriters, insurance regulatory authorities and other parties as respects the OCIP on an ongoing basis.
- 6.2.17. Answer insurance coverage and OCIP program questions from the District and/or its consultants, contractors or subcontractors in a timely manner. Attend meetings as requested.

6.3. Administrative Services

- 6.3.1. Design and implement an effective work plan, as detailed by the District to establish activities, milestones, deliverables, staffing, reporting intervals and other matters as negotiated in the contract for OCIP services.
- 6.3.2. Design and implement an effective plan to accurately calculate the savings realized under the OCIP and transmit the information to the District. The plan should include details on the collection and review of all required documentation from participating contractors to determine what premiums would have been paid were the OCIP not implemented.
- 6.3.3. Provide a feasibility analysis for the Projects to include the projected payroll, credits, OCIP costs, estimated losses, fees and any other applicable costs for the Projects. Produce ongoing reports that compare the actual results to the feasibility analysis.
- 6.3.4. Assist with the preparation of, and recommendation of, insurance and OCIP language for all construction documents relative to the OCIP including but not limited to Invitation to Bid Documents, OCIP Procedure Manual, Safety Manual, Pre-Bid Materials and related documents. Review and analyze contract or specification documents to ensure all necessary OCIP provisions, including credit tracking, have been correctly and consistently incorporated in all documents.
- 6.3.5. Assure the OCIP complies with all relevant laws and regulations.
- 6.3.6. Establish procedures and create flow charts with timelines for all administrative processes related to the OCIP to include credit tracking, enrollment, payroll reporting, claim reporting, meeting attendance, monthly progress reporting and close out procedures.
- 6.3.7. Prepare and distribute pre-bid documents to contractors and subcontractors as needed which provides information about the program and establish procedures including credit tracking methods, eligibility for participation, enrollment, payroll reporting, safety program, claims reporting, statistical recordkeeping and other requirements.
- 6.3.8. Prepare and distribute an OCIP Procedure Manual that provides detailed information about the program and established procedures including credit tracking methods, eligibility for participation, enrollment, payroll reporting, safety program, claims reporting, statistical recordkeeping and other requirements.
- 6.3.9. Attend pre-bid and pre-construction conferences to explain the program and answer questions.
- 6.3.10. Educate contractors thoroughly regarding all aspects of their participation in the OCIP. Provide assistance to contractors as needed to include meetings and assistance with form completion and credit calculations.

- 6.3.11. Review contractors' support documents used in estimated OCIP savings for accuracy.
- 6.3.12. Ensure timely and accurate enrollment of all parties to be insured by the OCIP. Follow up for missing enrollment information.
- 6.3.13. Issue evidence of enrollment, certificates of insurance, and insurance policies to all insured parties.
- 6.3.14. Issue evidence of insurance as required to third parties.
- 6.3.15. Request and ensure timely and accurate reporting of contractor payroll as required for reporting purposes, premium calculations and/or to allow for payroll-based loss analysis. Promptly and aggressively follow-up for missing payroll.
- 6.3.16. Verify compliance of insurance requirements, established for the Projects in addition to coverage provided by the OCIP, by enrolled contractors. Follow-up for evidence of missing or expired coverages.
- 6.3.17. Verify compliance of insurance requirements established for the Projects by other parties including consultants, vendors and other non-enrolled parties. Follow-up for evidence of missing or expired coverages.
- 6.3.18. Keep current on exposure changes and amend the policies as appropriate.
- 6.3.19. Request modifications to coverage from underwriters as required. Monitor changes and amendments requested by the District, ensuring that the appropriate policy endorsements are issued.
- 6.3.20. Verify accuracy of bills, audits, and other premium adjustments. Advance premium when necessary to the insurer.
- 6.3.21. Produce timely, accurate and concise invoices.
- 6.3.22. Process in a timely manner and be responsible for any funds to or from the District (except brokerage fees) entrusted to the successful Proposer until the entrusted funds are disbursed and received by the designated payee. This responsibility shall continue beyond this Agreement's expiration date until all the entrusted funds are received by the payees.
- 6.3.23. Facilitate insurer premium audits.
- 6.3.24. Facilitate timely contractor close out calculations.
- 6.3.25. Coordinate the timely filing of required workers' compensation statistical reports.
- 6.3.26. Monitor insurers' financial status; advise immediately of any downgrading of insurer's financial status; evaluate impact to the District and actions to be taken to protect the District's interest. It is expected that the successful Proposer will immediately advise the District of anything that can adversely affect the financial stability or coverages within this OCIP program. An internal analysis and review of reporting agencies such as A.M. Best or Moody's would be expected.
- 6.3.27. Provide advice regarding other coverages or other OCIP insurance programs/subjects if requested by the District.
- 6.3.28. Meet monthly or as needed with District personnel to discuss insurance issues, claims, loss trends and other matters affecting the OCIP.
- 6.3.29. Provide ongoing process improvement to include the identification and recommendation of methods or procedures that would more efficiently expedite the flow of information and/or documents and minimize the necessity of involvement by Project Management personnel.
- 6.3.30. Provide, with the concurrence or at the request of the District, seminars and training sessions related to coverages or OCIP administrative issues to District Personnel and others as requested by the District.
- 6.3.31. Collect monthly payroll data by class code.
- 6.3.32. Until final close out of the OCIP, provide claims run-off services to include those items listed under Claims Services.
- 6.3.33. Provide a comprehensive monthly report as required by the District to enable analysis of the overall program performance, coverages, compliance with insurance requirements and safety and claims activity. The reports shall minimally include:
 - 6.3.33.1. Financial performance of program to date.

- 6.3.33.2. List of enrolled contractors.
- 6.3.33.3. Contractors insurance cost information.
- 6.3.33.4. Reported payroll information.
- 6.3.33.5. Claim activity to date along with updates on open claims.
- 6.3.33.6. Listing of missing contractor information or documentation.
- 6.3.33.7. Copy of latest safety reports with a status of each recommendation.
- 6.3.34. Provide, annually, a stewardship report chronicling the Proposer's activities during the year and make future recommendations. Such a stewardship report shall include:
 - 6.3.34.1. Summary of OSHA reportable incidents.
 - 6.3.34.2. Loss experience with detailed event and cost analysis.
 - 6.3.34.3. Summary of major incidents during the period (a plan for correcting deficiencies can be included where appropriate).
 - 6.3.34.4. Status of any litigation proceedings.
 - 6.3.34.5. OCIP premium expenditures.
 - 6.3.34.6. OCIP costs by category with cost benefit analysis of loss control efforts staffing levels.
 - 6.3.34.7. Schedule of enrolled contractors and their estimated payroll, reported payroll and deducted insurance costs.
 - 6.3.34.8. Projected financial results.
 - 6.3.34.9. Recommended enhancements or changes to program.
 - 6.3.34.10. Observations and recommendations regarding new developments in the insurance marketplace.
 - 6.3.34.11. DVBE participation report.
- 6.3.35. Prepare, at each Project and program end, a closeout report documenting savings and success of the OCIP. In addition to providing the report, the contractor shall perform the following activities:
 - 6.3.35.1. Obtain final payroll information.
 - 6.3.35.2. Assist in resolving all outstanding claims.
 - 6.3.35.3. Audit any dividend or final premium calculation and prepare a findings report.
 - 6.3.35.4. Assist in any negotiations with insurers regarding reserves and applicable adjustments.
 - 6.3.35.5. Assist in collection of return premiums or dividends due under the OCIP from insurers.
 - 6.3.35.6. Allocate returns resulting from a loss sensitive program, if any, according to a previously agreed upon methodology that rewards the Projects based upon safety.

6.4. Safety and Loss Control Services

- 6.4.1. Proposer-provided professional loss control services at levels described herein in order to promote safety awareness and ensure favorable OCIP results. The on-site professional(s) must have a minimum of ten (10) years relevant heavy-commercial construction loss control work experience working on Projects similar in size and type as the District's Projects. At minimum, the on-site safety professional must have the OSHA 30 and Construction Health and Safety Technician Certification ("CHST").
- 6.4.2. Assist the District and the general contractors with the development, implementation, oversight, and maintenance of a master OCIP loss control plan, specific to each project, within 30 days of the OCIP services contract award. The program should specify loss control responsibilities for each party to include the District, general contractors, subcontractors of all tiers, insurance carrier and Proposer's personnel.
- 6.4.3. Provide risk control services to include periodic exposure, identification, risk evaluation and controls.
- 6.4.4. Develop and implement a hazard evaluation and inspection program.
- 6.4.5. Develop, implement and institute training programs as requested by the District.

- 6.4.6. Monitor insurance carrier risk consultant activities, including site visits, reports and follow-up activities ensuring consistent and top-level services; direct insurer safety activities as appropriate.
- 6.4.7. Review and recommend changes to safety language for bid specifications and contract language as requested.
- 6.4.8. Assist with contractor and subcontractor safety program reviews as requested.
- 6.4.9. Evaluate the construction operations and make ongoing recommendations to the District as respects the safety program. Include a cost benefit analysis of recommendations as requested.
- 6.4.10. Participate, upon the District's request, in all pre-bid, pre-construction, and safety meetings. Promote a positive and serious attitude toward safety.
- 6.4.11. Monitor and analyze program loss runs to identify developing loss problems and patterns on an ongoing basis and in conjunction with claims personnel. Recommend and initiate solutions as approved by the District.
- 6.4.12. Represent the District's interest in any safety or loss control negotiations with the insurance carriers.
- 6.4.13. Review and comment on the safety provisions in construction contracts and documents and provide recommendations for improvements.
- 6.4.14. Attend progress meetings as needed and address safety issues on noncompliance with rules, regulations and the OCIP safety program standards.
- 6.4.15. Conduct Pre-work Hazard Assessments as appropriate to identify potential safety concerns and recommend procedures to eliminate or reduce hazards.
- 6.4.16. Review contractors' completed Job Safety Analysis (JSA) and recommended procedures on Pre-work Hazard Assessments.
- 6.4.17. Report all safety, health, security and environmental issues that result in conflict, and assist in implementing immediate corrections. Interface with the District's and Contractors' staff to coordinate timely correction of identified hazards.
- 6.4.18. If requested, review safety submittals including safety programs, JSAs, and resumes of construction activities, claims, and trends.
- 6.4.19. Assist insurance companies with the identification and establishment of Occupational Health Clinics to be used for injuries covered by the OCIP.
- 6.4.20. Assure that notification of OSHA occurs in the event of serious injury or fatality.
- 6.4.21. Conduct regular safety inspections with contractor safety representatives, including HazCom compliance, record-keeping reviews and maintaining documentation.
- 6.4.22. Conduct and submit quarterly Contractor Safety Records and Performance Audits to assure that OSHA and contract requirements are being met.
- 6.4.23. Monitor Contractor compliance with safety regulations and requirements.
- 6.4.24. Attend various Contractors' Tailgate Safety Meetings to ensure meetings are being conducted as required by OSHA, and that the meetings are positive and productive.
- 6.4.25. Review trends, work procedures, new and revised OSHA regulations, and job safety analysis.
- 6.4.26. Review site-specific hazards, requirements and the identification and correction of hazards.
- 6.4.27. Assist in the investigation of accidents and conduct accident review meetings within 48 hours of an accident, prepare a review report identifying safety violations, causative agents, corrective actions and disciplinary actions.
- 6.4.28. Assure that all appropriate records are maintained as required by State and Federal regulations, and that all Contractors are in compliance.
- 6.4.29. Document disciplinary action taken involving employees who fail to comply with OSHA or Project Safety Program requirements.
- 6.4.30. Maintain record of Project incident and severity rates and total Project hours.
- 6.4.31. Coordinate and make cost effective use of safety personnel and resources.

- 6.4.32. As necessary, assist in the development and implementation of a program-wide Safety Training Program to train the District, Consultants and Contractor personnel as needed; i.e., OSHA 10- Hour Course, First Aid/CPR, Confined Space Entry (“CSE”) and other specific training as required in the construction safety orders maintaining documentation for these activities.
- 6.4.33. As necessary, conduct monthly Contractor Safety Meetings for all OCIP Projects on an as needed basis.
- 6.4.34. As necessary, conduct a pre-work safety orientation for Contractors’ Project supervisors and foremen on an as needed basis.

6.5. Claims Management Services

- 6.5.1. Assist the District in management of claims, to their conclusion, for no additional fees by providing the full range of claims services.
- 6.5.2. Assist in the development of a well-coordinated claims program between the Proposer, insurers, the District and contractors of all tiers.
- 6.5.3. Assist in the development and procurement of a favorable claims service agreement.
- 6.5.4. Establish special handling procedures to ensure proper recognition of each claim as an OCIP related claim, with its unique characteristics.
- 6.5.5. Develop claim and accident reporting procedures for each major line of coverage. Distribute and make available to all OCIP participants.
- 6.5.6. Establish a local network of healthcare providers for each project.
- 6.5.7. Develop OCIP claims management and coordination procedures to minimize the cost of claims.
- 6.5.8. Arrange for the recommendation or utilization of any identified medical providers or services near each Project site. Negotiate fees with medical providers.
- 6.5.9. Coordinate the timely filing of workers’ compensation and general liability reports to insurance carriers and governmental agencies.
- 6.5.10. Provide oversight of the adjustment and settlement of claims and losses including insurance carrier allocated expense activities by the insurer or its authorized third-party administrator.
- 6.5.11. Monitor claims management activities and adherence to the claim service agreement.
- 6.5.12. Analyze OCIP insurers’ claims and loss reserves and negotiate appropriate changes as recommended by the District.
- 6.5.13. Provide recommendations for cost containment, structured settlements and other areas to reduce claims costs.
- 6.5.14. Review the accuracy, adequacy and timeliness of all loss runs and reports and make changes as needed, including the proper designation of claims.
- 6.5.15. Provide expert assistance on coverage, policy and claim interpretation.
- 6.5.16. Assist the District in the resolution of all outstanding claim disputes and to obtain timely payments on all claims. Provide explanations as needed regarding denied or uncovered claims.
- 6.5.17. Audit OCIP insurer’s claims management prior to quarterly claims meetings about the adequacy of insurer’s handling of each open claim with reserves in excess of \$10,000.
- 6.5.18. Conduct quarterly claims review meetings with the District and insurer representatives.
- 6.5.19. Serve as liaison between the District and the OCIP insurers for OCIP claims.
- 6.5.20. Maintain accurate claim data by accident date, by contractor, and such other criteria as may be relevant or requested.
- 6.5.21. Provide claim status reports in form and frequency and severity as requested by the District.
- 6.5.22. Recommend deductible levels and apply deductibles to appropriate contractors for each claim if requested.
- 6.5.23. Assist the District in coordinating claims with existing insurance programs, if necessary.

6.6. Risk Management Information Services

6.6.1. Proposer(s) will provide a system or systems that will:

6.6.1.1. Provide an annual stewardship report summarizing progress, financial information, relevant activities, safety, claims and other pertinent information, these reports shall be in an electronic format.

6.6.1.2. Maintain contractor data to include:

6.6.1.2.1. List of all contractors including name, address and phone number,

6.6.1.2.2. List of contractors by tier/relationship (e.g., general contractor, subcontractor, sub-subcontractor, etc.),

6.6.1.2.3. Contract date, startup date, and completion date for each contract,

6.6.1.2.4. Experience modification factor, estimated contract amount, description of work, payroll data, labor classifications, rates and premiums, and

6.6.1.2.5. Reported payroll.

6.6.2. Provide a system to track receipt of required forms for each project, enrollment status and print reports to track missing information.

6.6.3. Track receipt and transmittal of certificates, policies and endorsements.

6.6.4. Record information on injuries to persons and damage to property.

6.6.5. Record deductible payment information.

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