

Public Records Request #6393

The following materials have been gathered in response to public records request #6393. These materials include:

- RFP #269-2017-001: Insurance Broker Services – Wells Fargo
- RFP #269-2017-001: Insurance Broker Services – Wells Fargo – Additional Response
- Wells Fargo Insurance Services – Interview Materials
- Risk Management Insurance Broker Services – City Council Approval – November 14, 2016
- Contract #2017000466: Agreement to Provide Insurance Broker Services

This information was provided as a response to a public records request on 11/15/21 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

Further Information

For further information about this request or the Citywide Records Program, please contact:

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*Response to Request for Proposal Submission for RFP # 269-2017-001
Insurance Broker Services*

City of Charlotte, North Carolina

August 25, 2016



Submitted by:

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August 25, 2016

Ms. Sarah Poulton
Management and Financial Services
Procurement Management Division
City of Charlotte, North Carolina
9th Floor, CMGC 600 East Fourth Street
Charlotte, NC 28202

Dear Ms. Poulton,

Thank you for the opportunity for Wells Fargo Insurance Services USA, Inc. (Wells Fargo Insurance) to respond to the City of Charlotte's (City) Request for Proposal.

We very much appreciate serving as the City's current Insurance Broker and in our following reply we provide solutions for building on the success of the past five years and thus continuing to best meet the City's needs for insurance brokerage services into the future.

As the City's current insurance broker, Wells Fargo Insurance has developed a deep institutional knowledge of the City's complex needs for all entities. As an example, closely working with the City's risk management department, our partnership together produced savings in both claims and premium costs resulting in a 45% (\$4,600,000) reduction in total cost of risk. We also facilitated the placement for the Democratic National Convention.

Based on the plans we provide in our response, we believe our partnership with the City will continue to deliver the most optimal solutions for many reasons including:

- **Our Team** – We provide the City with a highly experienced team of professionals who work closely together to holistically understand your needs. This includes a strong local service team responsible for daily execution of services supported by national resource experts by discipline including transportation, aviation, environmental, enterprise risk management, property placement, casualty placement, etc.
- **Our Structure** – Wells provides national resources to the local service team via a simple corporate overhead model. As a result, there are no additional charges for the team to provide needed national risk management services to our customers. This delivery model ensures the City will continually receive our very best national resources with a seamless team oriented approach.
- **Proper Resource Management** - Our resource group is further managed nationally to ensure we have a proper level of staffing during periods of large growth so that our current customers continue receiving proper services throughout the entirety of our service contract period.
- **Our Tools** – With significant customer input, Wells has developed proprietary tools including CyberSure which allows the team to provide extraordinarily high levels of service for certificates of insurance and document management.

Together we'll go far



Ms. Sarah Poulton
August 25, 2016
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- Our Vision and Processes – Based on our experience with the City and many other public entities across the country, Wells has a clear vision and processes to completely meet and exceed goals we establish together as part of our joint ongoing work to properly manage risk at the best possible overall cost of risk.

On behalf of our entire team, we would like to thank the City's team for your partnership and wonderful working relationship. We continue to celebrate our excellent successes together and are excited about our joint plans for the future.

The enclosed responses are accurate and binding subject to a fully executed service contract.

Sincerely,



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Executive summary

Our response will provide you with meaningful insight into our insurance placement and service processes, as well as the intellectual capital and expertise that will be delivered through a continued alliance with Wells Fargo Insurance.

What does this mean to you and why is Wells Fargo Insurance the best fit for the City?

Our people – an extended team of professionals is built to serve your specific needs

First and foremost, we see ourselves as an extension of your risk management department accountable to Dan Pliszka, Chrislee Gibson and the City risk management team. Our primary account team members – Hal Guice, Elizabeth Younts, and Kelly Clarkson– have an average of 25 years in the business.



You can be assured you have continuity with a team that is experienced, understands your operations, and possesses the needed technical knowledge and skills to serve you. Aside from our local team, our business model allows you to draw from our best expertise we can offer across all geographies, currently in transportation and mass transit, aviation, network security, and enterprise risk management. You will be exposed to creative, innovative thinkers who support us in an advisory capacity. We are creating an advisory team that will include team members supporting the cities of Dallas and Atlanta and possibly others as we go forward. As a result, the City will benefit from up-to-date benchmarking, market trends, emerging issues, and strategic industry developments.

Our community is your community

Our relationship with the City extends beyond routine daily business transactions. Wells Fargo has approximately 23,500 employees residing and/or working in the greater Charlotte metropolitan area. This makes serving the best interests of the City a priority as it benefits our community as a whole. We share the City's vision by being a leading charitable contributor to Charlotte and surrounding areas.

Our approach

We collaborate rather than dictate. As brokers we know the markets, the people who make the ultimate underwriting decisions, and their respective appetites for risk and premium. In our experience, the single most important influence on the pricing and breadth of insurance offered by the market is the quality of the risk itself and the commitment and efforts of the client to continuously improve that risk. As your broker, we will continue to help you set longer-term stretch goals that are consistent with overall business objectives. We have enhanced these efforts with our ongoing enterprise risk management project. The results of this project will help us develop a long-term strategic plan. We will also work with you to systematically help you improve risk management practices and the quality of your risk profile, making continuous progress in manageable steps, to become truly best in class. Then, we will help you tell your story to the market in the most compelling way possible.



As a risk manager, you have to answer some very challenging questions, and re-examine your answers as conditions change over time. We are building our resources around you to help you answer these questions in the most effective way possible:

- Given the goals and objectives of the organization, what key risks should we be concerned about? What is the potential impact of these risks on the organization?
- What data do we have available on these risks and how would it be used? By whom? What can we learn from it? What else do we need?
- What analytics can we do to better understand these risks and make better decisions about risk treatment?
- What controls do we have in place now for these risks and how do they compare to best practices? What are the costs and benefits of improvement?
- What will be the most effective risk mitigation and claims management strategy going forward?
- What is the optimal risk finance design – retention, structure, pricing?
- What markets should we choose? How should we best market the program?
- How do we measure the performance of our program and continue to improve?

Over the last five years we have addressed each of these questions and we are fully committed to continue providing solutions.

Our approach in action



We are proud to have been the insurance broker and risk management consultant for the City since 2012. During our tenure, we have worked together to increase policy limits and broaden coverage to match the evolving risk profile of the City, stabilize cost by negotiating multi-year policies and rate guarantees, and ease the administrative burden of managing Certificates of Insurance and contract review.

Service, reputation, and capabilities

These awards have produced some important insights about how our clients see us:

- We are ***analytical, we constantly challenge the status quo, and our service platform goes way beyond the transaction itself*** – providing integrated services that truly make us an extension of you.
- Our clients see us as a ***blend of a boutique broker focused on service excellence combined with resource rich, experienced national account professionals*** – that still puts its customers first.
- ***Ability to provide a “best in front” team*** – Wells Fargo Insurance’s national practices and industry specialists consist of local, regional and national technical experts working in a collaborative environment to provide our clients with advisors, analytical tools, best practices, market relationships and product knowledge. We bring you the best experience and thought leadership without geographical restrictions or office revenue/profit & loss concerns.
- ***Innovation and creativity*** – We love the challenge of developing new insurance and risk management solutions for the emerging exposures of our clients.
- ***Underwriting relationships*** - As one of the top ten brokers in the U.S., we have high-level access to all carriers and serve on many national insurer producer

#1 OVERALL INSTITUTIONAL SATISFACTION
among Global Financial Institutions (2012–2014)
2015 FImetrix Global State

TOP 10 INSURANCE BROKER
Business Insurance (2015)

councils. We value our independence in the U.S., London, and Bermuda markets. We use the most experienced wholesale brokers without regard to ownership.

- Our formal **risk assessment, risk finance review, and analytical tools** will combine to support risk management decision making.
- We offer **high impact claims advocacy and consultative services** to optimize outcomes in the event of losses/claims. Included are strategic claim reviews and TPA oversight/auditing.
- Our commitment to provide our clients with **continued technological innovation – CyberSure**, a great example and discussed elsewhere in this response, is a game changing technology solution and client-broker interface. It **drives efficiencies** in risk management program management.
- **Value added services** – Whether core service or ancillary service, in addition to placement, our services range from risk consulting to technology solutions to specialized training to fleet team services to environmental consulting to keeping you informed through a variety of communications – and more.
- **Wells Fargo’s strong emphasis on integrity and compliance** provides us with a superior platform for servicing our clients’ best interests.



You have stated what you will require of your broker. We believe we not only match up well as an extension of your risk management team, but will continue to exceed your expectations. We are committed to continuing to “roll up our sleeves”, negotiate aggressively, hit our targets, and leave no stone unturned when it comes to providing alternatives and minimizing your total cost of risk – while always putting your interests first. The following presentation of Wells Fargo Insurance’s capabilities demonstrates our commitment to excellence in client service, quality, and teamwork.

Wells Fargo Value Proposition

As discussed during the Pre-proposal Conference, the City advised all participants a low brokerage fee did not necessarily reflect a true value due to the level of services requested. We agree and have taken a long-term view with the result being we are able to keep our fee steady while continuing to provide a high level of service. That being said, we remain very open to discuss and amend our stated fees should the scope of work need to be amended.

Proposed solution

3. Scope of insurance broker services

3.1. General scope.

The City requires a qualified insurance brokerage firm to perform Services for the City of Charlotte. Through an inter-local agreement, the City's Office of Risk Management provides property and casualty risk management services to: the City of Charlotte, Mecklenburg County, the Charlotte-Mecklenburg Board of Education, the Public Library of Charlotte and Mecklenburg County (PLCMC), MEDIC, and the Charlotte Regional Visitors Authority (CRVA). Collectively, these organizations are known herein as the Entities. The Company shall perform work and services on assignments related to supporting the Entities in their risk management and insurance needs. Services include market analysis, coverage recommendations and placements, consulting services and other related services.

Wells Fargo Insurance is a full service risk management consulting and insurance brokerage services firm. We are fully qualified to provide all of the services outlined in this RFP. We have been servicing the risk management needs of the entities since being selected as the City of Charlotte's insurance broker in 2012. Throughout our response we have provided examples of specific achievements that demonstrate both our ability to provide the services required and our capability to deliver what we promise if we are selected to serve the City and associated entities going forward. Please refer to Section 6 where we have listed the cities, counties, board of educations, mass transit systems, airports, and state programs for which we currently provide services.

3.2. Service categories.

Appendix A includes all service categories including primary and excess insurance placement, claims reporting and counseling, risk management and control consulting, enterprise risk management consulting, market trend analysis, communications of emerging risk topics, industry specialization, and other miscellaneous services related to risk financing, transfer and management.

Our team is experienced and well qualified to respond and complete their duties as demonstrated by the team information in Section 6 and in the Appendix. The standards of customer service set forth by the City in the RFP mirror the business approach of Wells Fargo & Company, including Insurance Services. We approach this RFP adhering to these principles. Our specific capabilities are outlined in our response to the specific questions in Section 3.3, below.

3.3. Services and responsibilities.

Due to the complexity of the risk management programs it is necessary that brokerage services be comprehensive and provide strong support of the Entities' missions. The Company shall provide the following Services:

3.3.1. Risk financing

The Company shall assist in the development and maintenance of risk financing plans that enable success in over-all financial planning and budgeting; coordinate with actuarial efforts and provide comprehensive information on market conditions and trends; support innovative design of and alternatives for the most cost effective risk financing methods; and design risk financing programs that provide adequate policy limits, lowest feasible retentions and costs with appropriate segregation of risks.



At Wells Fargo Insurance, our stated mission is to help our clients succeed financially. We view ourselves as consultative risk management advisors with our clients, not 'brokers who sell insurance'. We believe that while the broker's market relationships, marketing and negotiation skills are important, the most powerful thing a broker can bring to the underwriting community is a client with a great story to tell. A client with great facts supporting a powerful story demonstrating the quality of their risk and commitment to risk management excellence will receive the best quote from the market every time.

Wells Fargo Insurance was appointed broker for City of Charlotte in 2012. At that time we competed with several other brokers and provided a comprehensive outline of how we would improve coverage and reduce fixed insurance cost. Since then, we have worked together to:



Enhance risk management program to match evolving risk profile:

1. Network security – gradually increase based on market conditions/claims activity
2. Workers compensation – all entities now have statutory limits
3. Strategic planning in 2016 for 2017 budget considerations
 - Law enforcement legal – from \$5 million to \$10 million
 - Add public officials liability for the City
 - Airport liability – from \$500 million to \$750 million
 - Property limits increase from \$1 billion to \$2 billion



Provide budgeting stability and minimize total cost of risk:

1. Procuring multi-year policies and rate guarantees
 - Property policy is now on a three year policy expiring in 2019
 - Workers compensation program has a three year rate guarantee
2. Producing a savings in premium, taxes and fees of \$1,073,843 over five years
3. Driving down total incurred cost from \$10,100,000 in 2011 to \$5,500,000 in 2015



Optimize program design options to ensure best in class coverage for the City:

1. Full risk management and insurance program support for the DNC
2. Added drone coverage
3. Offered 32 program options and enhancements at the 2016 renewal

We believe, and we hope you agree, that these were all worthwhile improvements to the City's risk management programs and results. However, we believe we can do more. We believe we can continue to help the City lower cost and reduce risk by focusing our efforts throughout the year on helping the City improve your risks and risk management practices to create a continuously improving set of facts that will support a great story every time we approach the market. With this approach, we can deliver sustainable savings to the City over time.

Going forward, we intend to expand our use of analytics to better understand the potential impact of your risks and how they correlate with your operational goals. We will continue to provide loss forecasts for the casualty coverages at various deductibles/retentions so that we can provide appropriate cash flows and decision tools, allowing the City to be aware of the program costs associated with the programs being presented and introduce a number of other analytical techniques, some of which are outlined below.

<p>Loss forecasting, accrual studies, and collateral reduction analysis</p>	<p>Risk retention analysis</p>
<p>Analyze and calculate expected losses, enabling Wells Fargo Insurance to:</p> <ul style="list-style-type: none"> • Project expected losses • Aid in setting budgets for the City • Select an appropriate risk financing program • Challenge letters of credit requirements and negotiate letters of credit reductions 	<p>By determining losses at various retention levels, Wells Fargo Insurance can:</p> <ul style="list-style-type: none"> • Assist in selecting an optimum retention level • Compare potential premium savings versus expected losses with increased retentions • Clarify management's appetite for risk
<p>Cost of risk allocation</p>	<p>Program comparison and cash flow modeling</p>
<p>Cost of risk allocation is a useful tool to help business units become engaged in reducing losses from both a pre- and post-loss standpoint and provide a model for allocating premiums, losses, and risk management costs.</p> <ul style="list-style-type: none"> • Managers become more aware of loss control • Once a claim is made, managers are more involved in the claims management process • Collection requirements can be a driving factor • Allocation should be easy to understand; if they do not know how it works, they will be disengaged and allocation will not be effective 	<p>We will evaluate and compare alternative financing programs based on the following variables:</p> <ul style="list-style-type: none"> • Expected losses • Fixed costs including administration, claims handling, loss control, risk management information system, residual market changes, assessments, taxes, other premiums, etc. • Projected costs • Timing of cash flows • Opportunity cost of capital

We would also propose utilizing our new **Risk Performance Navigator** tool to evaluate the quality of current controls and risk treatment against best practices and identify what is needed to close the gap with best practice. This tool in conjunction with the ongoing enterprise risk management project will assist us in developing mutually agreed areas for potential improvement of risk management practices in ways that will bring greater value to the City in the future. This process will also enable us to collect the information necessary to support a strong marketing submission and presentation of each risk in the most favorable way possible.

While the City may have best in class practices in many areas, your team will provide laser-like resource capabilities designed to help the City move from your current state of capability to higher levels of capability to the extent that the City will derive greater value from the change (on a cost effective basis) and the change is aligned with your organizational culture. This approach is mainly consultative and project driven, with the objective of both improving the City's capabilities (i.e. expertise and self-sufficiency) in each function and simultaneously increasing the value derived from risk management at each step. It is a significant departure from the traditional insurance brokerage service model which is driven primarily by the requirements of the annual renewal cycle.

By committing our resources to support the City's efforts across the entire range of risk management activity from risk identification to quantifying financial capacity to take risk and measuring likelihood/severity, we can develop better, more cost effective solutions while simultaneously helping the City build a stronger reputation in the underwriting community as one of the most desirable risks in your class. We also hope to capitalize on synergies that may arise by creating a closer relationship between the activities of the City's Office of Risk Management and the broader enterprise risk management practices being implemented across the City's departments and organization.

Wells Fargo Insurance will then break down every aspect of the program and identify the opportunities for improvement and anticipated impact of making any changes. Collectively, the City and Wells Fargo Insurance discuss the existing program and your current carrier relationships and combine all this information together to form a program design and marketing strategy. Every "piece of the puzzle" must be leveraged in such a way that each element complements the other. This strategy is formalized in a timeline that serves as the map to keep us all on track for a successful program design.

We intend to let data and analysis drive the design of programs for pre-loss mitigation, post-loss cost containment, and risk finance within a framework of both the Financial Impact and Cost of Risk (FICOR). Our approach includes:

- Better integration of pre-loss mitigation, risk finance, and post-loss cost containment strategies to minimize the impact and cost of risk.
- Acquiring a deeper understanding of your organization and persuasively using data in developing a program design and marketing approach.
- Better analytics to support risk management decision making:
 - Risk analysis and metrics that are better aligned with overall goals and the performance metrics used to measure success across the organization.
 - Analytical assistance in defining your financial capacity to take risk and the return needed on that capacity to create value for the City.
 - Analytics that show why a given program design is best suited to protecting your assets and more rigorous cost/benefit comparisons of the various options available to achieve the best outcome.
- Improved ability to measure the value your risk management programs create for the City.

Our risk financing goals for the next phase:

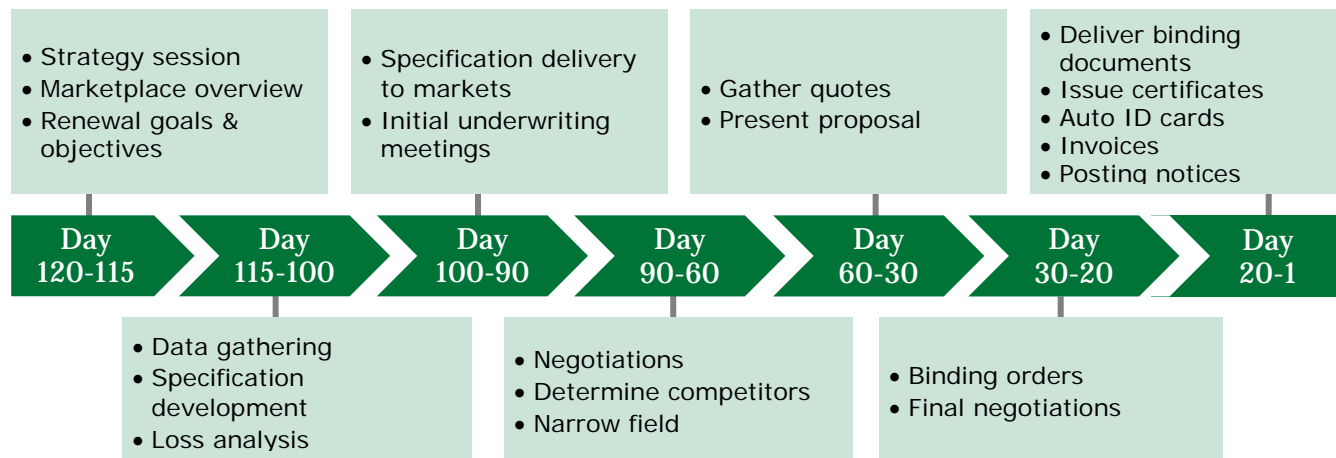
- Risk Analytics – Provide in depth analysis on retentions and limits
- Develop a strategic five year plan based upon the findings of the ERM project
- Integrate the five year plan with the current risk management program

3.3.2. Insurance renewal applications, policy review and policy delivery

At least 120 days prior to the expiration of each policy, an underwriter’s application shall be delivered to the City for review and completion. Upon renewal or placement of new policies, the Company shall review all policies and endorsements to ensure and confirm accuracy of policy terms and conditions prior to delivery of policies for review and acceptance by the City. The City requires new or renewal policy delivery in digital format within ninety (90) days of expiration, renewal or policy anniversary dates.



The timeline below is the minimum marketing standard as defined by our internal professional standards. We are happy to adjust the timetable in any manner so that it best meets your needs and requirements.



3.3.3. Marketing



The Company shall provide marketing at the direction of the City when it is determined to be in its best interest to approach markets regarding pricing and/or coverage. The Company shall organize, develop, and present to underwriters all necessary data for the marketing of risk financing plans; review the marketing plan documents with the City for approval to proceed prior to going to the market; facilitate, as directed, meetings/discussions between underwriters and the City; and negotiate and present to the City the best risk financing and/or insurance policy terms, conditions and premium rates.

There are three key components critical to creating competitive advantage in the marketplace:

1

Knowledge

The City has unique and specific needs. The broker’s role is to understand those needs, be knee deep in the latest property and casualty products and services, creative risk management advice, customized solutions, and objective evaluations are all essential to creating competitive advantage in the marketplace. A successful placement and our ability to negotiate best price in combination with best coverage, is greatly enhanced when we educate our underwriters about the City. If underwriters have relevant information positioning the City as best-in-class compared to similar organizations, they can provide proper credits and offer broad coverage terms.

	<p>Strategy</p> <p>Our approach is to utilize our institutional knowledge of the City to create leverage among carriers. While we will always recommend continuity of a positive carrier relationship, that does not mean that we cannot restructure layers, move carriers up and down in a program to find price efficiencies, or remove carriers that are not performing to our expectations or with the market. Ultimately it is our job to provide the City with relevant and viable options—options that will be efficient on pricing and provide coverage benefits.</p>
	<p>Execution</p> <p>The ability to secure the best pricing, value, desired levels of coverage, coordination of claims processing, and overall international capabilities are all dependent on proper execution. The City brokerage team represents the City directly, to develop the optimal marketing/positioning strategy, define and negotiate the program, and drive claim resolution. We act with urgency on your behalf—and always in your interests.</p>

Every year, we challenge all assumptions to test validity and inject any new conditions that have emerged since the last renewal within the City or the insurance marketplace. This approach will ensure excellent results for the City – a responsive program that matches your evolving operations and current appetite for how best to treat risk. In October 2015 we completed a peer review and delivered the results to the Risk Management Office which resulted in enhancements in the van pool program, adding drone coverage, and all workers compensation policies enhanced to statutory limits.

The underlying analytics that go into designing a custom risk transfer, financing, and retention program is the first step in the process. The second component of our effort includes our understanding of the City, the marketplace, and other qualitative factors. Both are necessary to perform at a high level and to deliver superior results. The following is a depiction of the process that we will utilize to develop a marketing strategy and ensure that we deliver the most competitive program customized to meet your needs.

Marketing process – driving superior results

Analysis	Marketing objectives	Market selection	Specifications	Negotiation & presentation
<ul style="list-style-type: none"> • Risk assessment • Loss trends • Best practices • Internal/external factors • Market conditions • Loss projections • Loss stratification • Benchmarking 	<ul style="list-style-type: none"> • Program design • Pricing parameters • Coverage • Limits • Retentions • Carrier services 	<ul style="list-style-type: none"> • Financial rating • Industry knowledge • Claims expertise • Service reputation • Terms and conditions • Flexibility • Capacity 	<ul style="list-style-type: none"> • Client overview • Marketing objectives • Exposure information • Loss information • Best practices • Service requirements • Sample contracts • Annual report 	<ul style="list-style-type: none"> • Carrier meetings • Prioritize issues • Present all options • Cost-benefit analysis • Recommendations • Service plan

Educating the underwriters so they understand not only your risk but the structure of the program is crucial. This will allow underwriters to understand the risks that we expect to be insured and educate them on the true exposures (versus perceived) associated with your program. Ultimately, we want underwriters to be excited about the opportunity to compete for your program. We facilitate pre and post renewal underwriter meetings to help familiarize the underwriters with the risks and people involved. After our last annual engineering meeting with CATS, the lead underwriter stated “This is the best account I have.”

Vitally important is how we approach the markets – we do not believe in marketing centers where a client is transferred to a separate and distinct group of individuals who are not intimately familiar with the risk profile of the client. The selected service team that conducts the risk identification and quantification process for the City also negotiates directly with the markets on your behalf. No handoffs.

The Company shall evaluate the underwriter(s) and their respective companies, and report to the City, on financial stability and service commitment to clients; review and advise the City on policy language for proper application to risk. For each policy renewal process, the Company shall meet with the City to set a pre-determined renewal time-line showing key deadline dates and present marketing results no later than thirty (30) days prior to renewal of coverage. The marketing report for each renewal will include summaries of the following:

Current program versus renewal options including all terms, conditions, premium rates, market quotes and/or those carriers denying to quote and the reasons; and

The Company shall be responsible for verification of policy terms, conditions, language, and form, compliance with regulatory requirements and consistency with expiring policy prior to delivery of said policies.

Market Security Committee



Wells Fargo Insurance has appointed a group of experienced insurance professionals to serve on a Market Security Committee. This committee is responsible for establishing and utilizing guidelines for the selection of insurers and supporting Wells Fargo Insurance team members in their efforts to utilize financially sound insurers. In assessing the financial strength of insurers, the committee relies upon the opinions and assessments of recognized rating agencies and other carrier review companies.

We gather market information from our own experience in placing similar risks, by participating in various industry organizations (i.e., Risk and Insurance Management Society and CPCU Society) and through our Corporate Marketing Group.

This team is the “breaking news” department that issues “Action Alerts and Updates” to our staff as they occur, using a host of sources including:



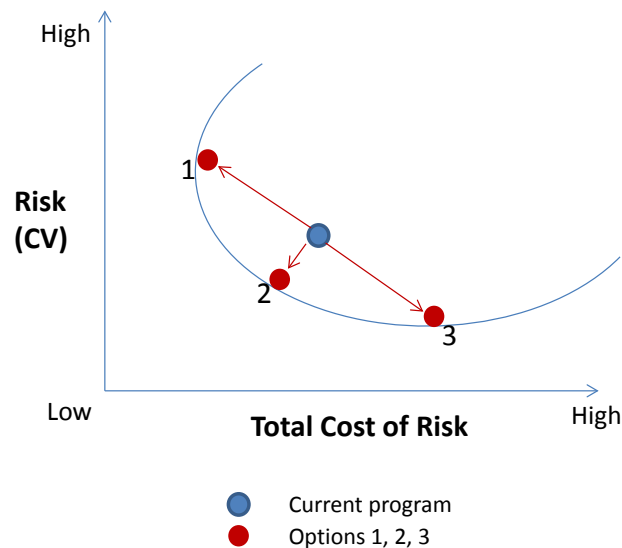
- *A.M. Best (Bestwire Services)*
- *Advisen*
- *Bisys*
- *Carrier Notices*
- *Dow Jones Newswires*
- *Insurance Newlink.com*
- *Lloyd's Broker Market Update*
- *Roughnotes, including IMP*
- *(Insurance Marketplace)*
- *Workers Compensation Executive Newsdesk*

Wells Fargo Insurance authorizes insurers that it believes, at the time of placement, have the financial ability to fulfill their claim payment obligations to our clients. Wells Fargo Insurance is not a guarantor of the solvency of insurers with which its agents place business. The goal is to use all reasonable measures to do business with financially healthy insurers.

As part of our ongoing service dialogue with the City, we will discuss market developments, underwriting trends, the litigation environment and other matters impacting the availability and cost of insurance coverage. At our annual pre-renewal strategy meeting, we typically have a detailed discussion of the current state of the insurance market and relay our thoughts and recommendations regarding coverage structure. Throughout the course of the year, we update our recommendations and provide additional observations based on current developments in the insurance market and the changing needs of the City. We will forward industry commentary to the City and articles of interest on a regular basis.

Our marketing timeline is addressed in our response to question 3.3.2. We will also be introducing a new approach to the presentation of renewal options based on the Financial Impact and Cost of Risk (FICOR). This approach enables the City to compare program options on both the basis of their relative cost and the residual risk that the City must retain in each, due to retentions, difference in coverage or program structure. We use a technique known as the “Efficient Frontier” to show each option in relation to the current program as demonstrated in the diagram below:

The Efficient Frontier of risk and reward



Relative to the current program:

- option 1 is much lower cost and much higher risk
- option 2 is somewhat lower cost and lower risk
- option 3 is much higher cost and much lower risk

The 3 options are theoretically equal trade-offs depending on how the decision maker values risk and cost.

Further detail around how our team will support the City, from submission through binding, is provided in the renewal strategy report, found in the Appendix.

3.3.4. Claims and loss support

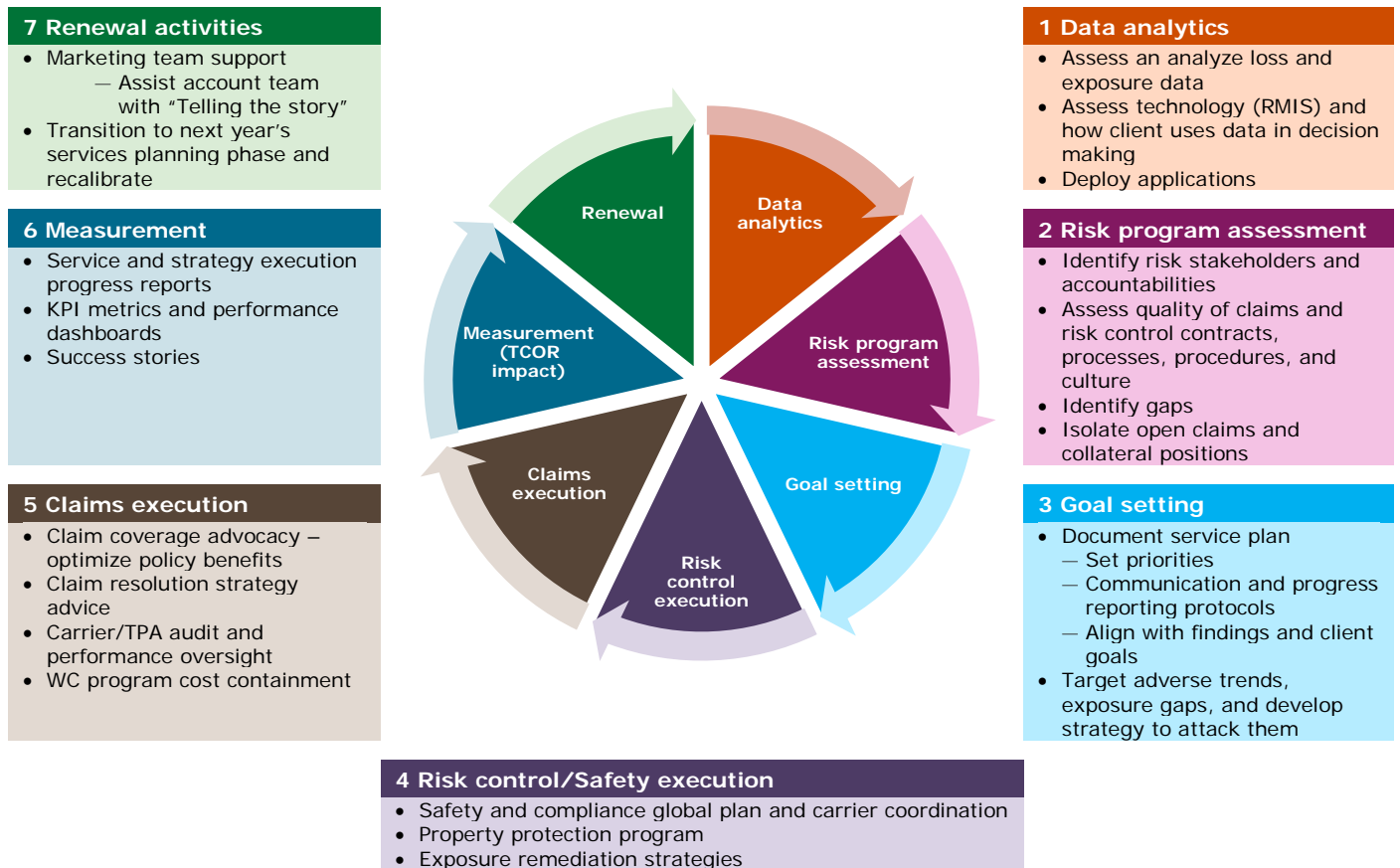
The Company shall support claim submittals from the City in such a manner as to ensure proper team member(s) assignment to receive and process Entity claims. The Company will direct and assist underwriter’s claims administration personnel, representing at all times, the best interest of the City.

Claim advocacy at Wells Fargo Insurance encompasses key touch points of the claim management process. We understand the City’s Risk Management Department self-administers the majority of claims, however, as a Wells Fargo Insurance client our full services are available to you. Our service approach begins before a claim occurs because we proactively examine client needs and insurance program structure. We facilitate decisions about claim reporting workflows by determining the best process for our clients. We shadow complex claims or claims of interest for our clients until closure. We work to maximize the various claim services offered by insurance carriers so that they are deployed to benefit our clients.

We staff our claim service teams with highly qualified service professionals with an average of 25 years of experience and a balanced blend of experience in the brokerage, insurance company or private industry sectors. Our senior advisors hold professional designations, advanced degrees, and professional licenses in their field of expertise.

Our integrated consulting model is the foundation of our interaction with our clients. It consists of seven (7) stages: Analytics, Assessment, Goal Setting, Risk Control, Claims Management, Measurement and Renewal Strategy.

Integrated pre- and post-loss client engagement process



This approach centers on our core belief that our advisors and clients must be armed with meaningful data to truly understand cause and effect. Intuitive risk information analytics depends on a combination of analytical technologies and skilled professionals. Technology solutions should include predictive modeling and data mining. Our skilled consultants will bring the analytic vision and ability to see the story behind the raw data and help our clients make informed decisions about the course and direction of their risk management program.

Our claims associates are some of the most technically competent professionals in the field today. They average more than 20 years of claims experience and were recruited not only for their technical abilities but also for their attention to detail, responsiveness, and exceptional customer service skills. Most have a claims adjusting background. We will offer our claim services using our Charlotte office; however, you will have unfettered access to our Claims Consulting National Practice, which allows unrestricted access to 95 Wells Fargo Insurance claims professionals across the United States in many different areas of specialization.

3.3.5. Risk control

The Company shall provide resources to assist in development and maintenance of a comprehensive risk control program which will continue to grow in size and complexity with the activation of new work projects developed in various strategic and economic plans for the future including, but not limited to, regional transit plans, regional commuter rail, light rail, intermodal and bus transportation systems.



Wells Fargo Insurance has been a leader in risk consulting with a commitment to employee work safety and owners property conservation long before the advent of structured risk management programs. We offer over 34 in-house property and safety risk control consultants across the United States, including 3 consultants located in Charlotte, providing technical services in a wide variety of areas. Our risk control consultants can create and execute a plan connecting our services with your risk management goals.

Risk management program assessment

As we continue our consultative relationship with the City, we are committed to the promotion of best practices and risk management improvement that is tangible and measurable. In this regard, we have developed an **assessment process** we deploy to assist the City with identifying opportunities to reduce, control, or eliminate exposure to risk and related claim costs. This assessment process is:

- Focused on broader risk management areas and best practices, not just compliance
- Designed to be a detailed operational and functional analysis of your risk management organization
- Focused on exposing opportunities where you can reduce exposures and overall cost of risk and prioritize efforts to execute effectively on improvements

Risk Performance Navigator (RPN) is a web-enabled diagnostic tool that leverages Wells Fargo Insurance's proprietary risk management expertise to assess the City's overall risk management practices, culture, and operational activities. The assessment covers seven critical risk performance areas including:

- Commitment to risk improvement
- Employee safety practices
- Transportation safety
- Asset management and protection practices
- Claims management practices

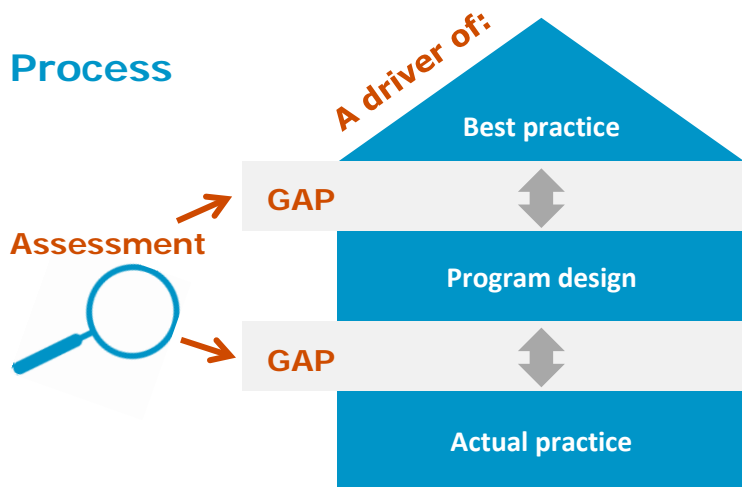
- Service provider management
- Risk data analytics and risk management information systems (RMIS)

The RPN will enable Wells Fargo Insurance to intelligently scale the organizational expertise of our risk management specialists by automating aspects of the risk assessment and consulting processes. Benefits of automating data collection, risk analysis, and risk reporting include the following:

- Consistent and repeatable process that produce high quality situation-specific deliverables
- Improve operation efficiencies
- Deliver real-time consultative reports
- Benchmark risk performance and allow the City to measure impacts of your risk management initiatives across the organization

The application leverages technology and design expertise provided by Assessment Forge LLC, a Cambridge, MA company that focuses solely on automating business process assessments. The application will allow the City to:

- Launch a smart, web-based survey, which follows Wells Fargo Insurance sequencing logic
- Run powerful rules engines that analyze data to calculate risk scores and generate risk performance reports, and to provide complex scoring and reports using generation algorithms that are designed to support Wells Fargo Insurance Risk Management consultants' thought processes
- Compare the City's performance against best practices and, eventually, peer performance as data is collected



The City's RPN report:

The City's report will include scores for each of your focus areas, as well as recommendations for improvement. We'll consult with you to determine what steps are needed to achieve best practice performance — and, we can help you implement strategies to close process gaps. By following these important steps, you can gain the potential to improve efficiencies, have better control over your risk management program, and ultimately reduce your cost of risk.

Overview of risk control services	
Property and operational risk control services	
<ul style="list-style-type: none"> • Business interruption analysis • Emergency response • Business Continuity Planning • Fire protection evaluations • Property conservation policy assistance • Coordination of service provider resources • Life safety evaluations 	<ul style="list-style-type: none"> • Cost benefit analysis • Crisis management program development • Guest/visitor safety/control analysis • Security assessments • Contractor control evaluations • Plan review for new construction/renovations

Overview of risk control services	
Casualty risk control services	
<ul style="list-style-type: none"> • Safety management services • Safety program administration • Risk control program evaluation • Behavior based safety • Ergonomic program development • Industrial hygiene exposure evaluation 	<ul style="list-style-type: none"> • General, auto and products liability • Safety training and orientation programs • Management and supervisor accountability processes • Leadership workshops • Regulatory review and compliance services (OSHA, NFPA)
Fleet safety	
<ul style="list-style-type: none"> • Fleet safety program evaluation • Fleet safety program development • Risk assessment and accident trending 	<ul style="list-style-type: none"> • DOT regulation updates • DOT compliance audits • Driver training programs • Driver file evaluation
Environmental risk control services	
<ul style="list-style-type: none"> • Environmental management system assessments • Environmental aspect and impact analysis 	<ul style="list-style-type: none"> • Identification of pollution prevention opportunities • Environmental auditing

3.3.6. Availability

The account executive and account team assigned to service the City shall be available on a normal daily basis to address daily activities associated with this account, including face-to-face and telephonic consultation on an as-needed basis and sometimes at a moment's notice.



Our team is a service-oriented group of professionals whose responsibilities are focused on providing prompt and accurate responses and assistance to our clients. We understand and readily accept that insurance issues are not consistently predictable. This is especially true for municipal and governmental entities with exposures 24 hours a day, 7 days a week.

In addition, issues such as contractual language interpretation, coverage questions, claim situations, loss control, and a host of emergency risk management issues may require immediate attention by all members of our team. To respond, our team members will be available in person or telephonically to the City as required including 24 hours a day, 7 days a week access to your team leader, whose responsibilities include engaging team members as required.

We will also provide predetermined back-up persons for each team member position. Our usual communications include telephone, facsimile, email, laptop, and desktop capabilities, cellular, Blackberry, and iPhone devices.

3.4. Reporting requirements

3.4.1. Project reporting requirements

The Company shall provide an annual report within ninety (90) days of the end of the fiscal year for the City, July 1st through June 30th, which shall include, but not be limited to:

- A schedule of policies in force; respective policy premiums, losses, fees earned or waived; and
- Development and trends in the markets addressing each coverage and recommendations for change or enhancement of the risk financing program.



We provide the City with an annual stewardship report that is customized to fit your specific needs as outlined above. In general, our report is a comprehensive analysis including a critical coverage audit; current program

benchmarking; claims review; state of the market discussion and a review of the City's strategic goals and objectives for renewal as well as our assessment of the team's performance during the year. At a minimum, we would like to meet with management quarterly to provide updates on the insurance and risk management programs. We believe regular meetings are important to address ongoing and changing exposures, and frequent communication enhances our ability to satisfy your business needs.

One dominant theme that guides our service approach is **“thought leadership.”** Aside from our local team, our business model allows you to draw from our best expertise across all geographies. You will be exposed to creative, innovative thinkers who support us in an advisory capacity. As a result, the City will benefit from up-to-date benchmarking, market trends, emerging issues, and strategic industry developments.

South Carolina Department of Revenue.

A cyber-attack in the fall of 2012 exposed 3.9 million tax returns, including Social Security numbers (SSNs), and 387,000 credit and debit card numbers. The breach occurred after a Department of Revenue (DOR) employee opened a phishing email, which gave hackers access to the information by infecting DOR servers with a virus that stole access credentials. The state paid \$1.3 million to notify taxpayers, \$12 million for credit monitoring, and \$5.6 million to improve encryption. The state's budget board ultimately approved a \$20.1 million loan to cover the costs associated with the breach and the DOR's director resigned after a report showed that officials could have done more to protect the information.



City of Detroit.

In early 2014, a phishing email released malware onto a computer in city hall that froze access to numerous files, which included names, dates of birth (DOBs), and SSNs for 1,700 current and former employees. Although it did not appear that the information was actually accessed, the city still notified the affected individuals and offered them free credit report monitoring and identity theft insurance. The city is now looking into increasing training for city workers on computer security.

3.5. Certificate of insurance management system

The Company shall provide an online management system capable of storing and tracking certificates of insurance (COIs) from City vendors. Requirements include, but are not limited to:

- **Easily trainable to and used by a minimum of 100 Entity users;**
- **Ability to upload, store, track, and export COIs;**
- **Functionality to send email to Entity vendors a set number of days before COI(s) expire. Emails should be customizable by the City or the Company;**
- **Allow separation of Entity users and COIs by department;**
- **Ability to track COIs by contract; and**
- **Search capabilities by vendor name, vendor number, contract name, contract number, expiration date.**

The Company shall provide unlimited training and support for their COI system. Description of such a system should be included in a Company's response to Section 6, Form 8. The Company shall assist the City with transition from their current system as required.



CyberSure®

The City is currently utilizing our award winning technology, which is included in our service platform (at no additional charge): CyberSure. CyberSure helps our clients streamline the administration of their insurance programs. The numerous applications include: accessing your own information, requesting changes to your programs and collaborating with your Wells Fargo Insurance team 24 hours a day, 7 days a week; storing policies and managing incoming/outgoing certificates of insurance; claims reporting and history. Currently the City has 47 Cybersure users storing over 1,100 records.

Full details on our CyberSure platform are found in Appendix III.

Section 6, Form 2, Addenda receipt confirmation

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 269-2017-001

Insurance Broker Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us.

ADDENDUM #:	DATE ADDENDUM DOWNLOADED FROM NC IPS:
<u> #1 </u>	<u> 07/22/2016 </u>
<u> #2 </u>	<u> 08/12/2016 </u>
<u> #3 </u>	<u> 08/19/2016 </u>
<u> </u>	<u> </u>

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

Harold A Guice Jr
(Please Print Name)

08/25/2016
Date



Authorized Signature

Senior Account Manager/AVP
Title

Wells Fargo Insurance Services USA, Inc.
Company Name

Section 6, Form 3, Proposal submission

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 269-2017-001

Insurance Broker Services

This Proposal is submitted by:

Company Name: Wells Fargo Insurance Services USA, Inc.

Representative (printed): HAROLD A GUICE JR

Address: 6100 Fairview Road

Suite 1400

City/State/Zip: Charlotte, North Carolina 28210

Email address: Hal.Guice@Wellsfargo.com

Telephone: 704-557-1839

(Area Code) Telephone Number

Facsimile: 866-332-3051

(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers; and has not engaged in or condoned prohibited discrimination. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, service provider, or supplier on the basis of race, ethnicity, gender, age, religion, national origin, marital status, familial status, sexual orientation, gender identity, gender expression or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
2. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted by the Bidder on this Project and to terminate any contract awarded based on such bid.
3. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or

failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such bid.

4. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Company in a legal or administrative proceeding alleging that Company discriminated against its subcontractors, service providers, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
6. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP.
7. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

Include exceptions to the sample contract in the following Section of my Proposal:

1. 12 - Wells Fargo *conducts our own internal background checks upon hiring and would then ask that the subs we use (if any) do the same*

Not include any exceptions to the Sample Terms.

Representative (signed): _____



Section 6, Form 4, Pricing worksheet

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # 269-2017-001

Insurance Broker Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs that the City will be responsible for.**

For purposes of this RFP, assume an initial term of three (3) years, with the City having an option to renew for two (2) additional consecutive one (1) year terms thereafter.

1. Base Rate Pricing.

Companies shall indicate below their base annual rate to provide the Services described in Section 3:

Contract Year	Total Cost
Year 1	\$ <u>300,000</u>
Year 2	\$ <u>300,000</u>
Year 3	\$ <u>300,000</u>
Opt. Year 4	\$ <u>300,000</u>
Opt. Year 5	\$ <u>300,000</u>

2. Pricing for Additional Services.

Companies shall indicate below their fees for additional services as needed by the City. If your company's COI management system is an additional cost, please also indicate that below.

Additional Service	Cost
Additional Coverage Added	Market rate commission: <u>5-15%</u>
Coverages not detailed in this RFP will be mutually negotiated	

Section 6, Form 5, MWSBE utilization



REQUIRED FORM 5 – M/W/SBE UTILIZATION

RFP # 269-2017-001

Insurance Broker Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process when there are viable subcontracting opportunities.

Companies must submit this form with their proposal outlining any supplies and/or services to be provided by each City certified Small Business Enterprise (SBE), and/or City registered Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) for the Contract. If the Company is a City-registered MWSBE, note that on this form.

The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Company Name:	Rankin Insurance Group
----------------------	------------------------

Please indicate if your company is any of the following:

MBE WBE SBE None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: City of Charlotte Effective Date: 10/2008 Expiration Date: 10/31/2017

Carolina Virginia Minority Supplier Diversity Council – Expiration Date 12/13/2016

Identify outreach efforts that were employed by the firm to maximize inclusion of MWSBEs to be submitted with the firm’s proposal (attach additional sheets if needed):

Hal Guice and Darrin Rankin met to discuss services The Rankin Insurance Group (RIG) could provide for the various City of Charlotte entities. After discussions of the services currently offered to other RIG customers and the insurance carriers RIG represents, the best opportunity would be in the commercial crime and stand-alone BOE automobile areas. They did also consider the cyber liability / network security, but due to the complex nature of the City’s various entities’ exposures, it was determined that this would not be an appropriate collaboration.

Identify outreach efforts that will be employed by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):


We already have an agreement in principle. We will continue to work on moving the current four (4) policies to RIG thru Broker of Record Letters or remarketing to other carriers, if needed. We will also facilitate an introduction of RIG to the Risk Management (RM) office staff to promote and ease future contact between RM and RIG.

[Form continues on next page]

List below all **MWSBEs** that you intend to use on the Contract.

Subcontractor Name	Description of work or materials	Indicate either "M", "S", and/or "W"	City Vendor #
Rankin Insurance Group	Insurance Brokers Service for Commercial Crime for City, County and BOE and monoline Automobile for BOE	SBE	150351

Total MBE Utilization	%
Total WBE Utilization	%
Total SBE Utilization	>1%
Total MWSBE Utilization	>1%

Representative (signed): 

08/25/2016
Date

HAROLD A GUICE JR
Representative Name

\$4,259
Estimated Total Contract Value

Section 6, Form 6, Company background and experience

Company Identification

Company's legal name

Wells Fargo Insurance Services USA, Inc.

Company Location (indicate corporate headquarters and location that will be providing the Services).

Corporate headquarters:	San Francisco, California
Location providing services:	Charlotte, North Carolina

How many years has your company been in business?

113 years

How many public sector (cities or counties) clients does your company have? How many are using the Services?

421

Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).

Cities:	<ol style="list-style-type: none"> Dallas, TX (2010 Population 1,197,816) – Property; Misc. Professional St. Louis, MO (2010 Population of 319,294) City of Fort Wayne, IN (2010 Population 253,691) City of Atlanta (2010 Population 420,003)
Counties:	<ol style="list-style-type: none"> Salt Lake County, UT (2010 Population 1,029,655) Franklin County, OH (2010 Population 1,163,414) Hamilton County, OH (2010 Population 802,374) – Property and Builders Risk; larger venue locations
Board of education:	<ol style="list-style-type: none"> Washoe County, NV School District (student population 52,000) Katy, TX ISD (student population 77,000) Columbus Public School District (student population 50,000)
Mass transit:	<ol style="list-style-type: none"> Los Angeles Metropolitan Transit District (light rail and bus) Sacramento Regional Transit District (light rail and bus) San Francisco Bay Area Rapid Transit District (BART) Peninsula Corridor Joint Powers Board (Caltrain) and San Mateo County Transit District (Samtrans)
Airports:	<ol style="list-style-type: none"> Reagan International Airport, Washington, DC Washington Dulles International Airport, Washington, DC Anchorage International Airport (note: we do all aviation for the State of Alaska)
State programs:	<ol style="list-style-type: none"> State of Alaska

List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.

The following government entities terminated projects or services:

- State of Texas Automobile Program in September 2014 as carrier non-renewed due to change in underwriting appetite.
- Cape Fear Public Utility Authority in January 2015 due to pricing
- City of Statesville in January 2015 due to pricing

Corporate Notes

If your company is a subsidiary, identify the number of employees in your company or division. If your company is a subsidiary, identify revenues of proposing company or division.

Wells Fargo Insurance Services USA, Inc. is a wholly owned subsidiary of Wells Fargo & Company and currently employs 3,586 associates. The 2015 annual revenues of Wells Fargo Insurance nationally total \$1,316,335,000.

Provide an overview and history of your company.



Wells Fargo Insurance has been serving the insurance needs of consumers, high net worth individuals, small businesses, middle market, and large corporate clients since 1903. Wells Fargo Insurance is headquartered in Chicago, Illinois and operates from 27 states including D.C. The approximately 3,586 insurance professionals of Wells Fargo Insurance write or place \$9.3 billion of risk premiums annually in property, casualty, benefits, international, and personal lines. Wells Fargo Insurance was named North America's Best Insurance Broker by Global Finance two consecutive years (2014 and 2015).

With Wells Fargo Insurance, you get the experience of a large broker with the personal attention and service of a local broker. We offer a remarkable selection of products and services, combined with exceptional knowledge in a variety of industries, to provide coverages that satisfy your needs today and in the future. We invite you to learn more about our company and the products and services we offer by going to our website, wfis.wellsfargo.com.

Provide a management organization chart of your company's overall organization, including director and officer positions and names and the reporting structure. Provide detailed information for the business segments of your organization:

As stated above, Wells Fargo Insurance is a wholly owned subsidiary of Wells Fargo & Company. Our complete corporate structure can be found in our annual report at wellsfargo.com/invest_relations/annual

Additional Narrative Response

Detail how long the company has been providing services similar to those in this RFP to local governments. Include information regarding experience with similar projects.

The Company – Today, Wells Fargo Insurance Services USA, Inc. is made up of a collection of agencies, both national and local, which have been acquired over time. Accurately identifying when one of those entities first started servicing a “public entity” is a difficult task and one that could lead to a host of interpretations. However, our experience in handling the public entity accounts with insurance brokerage services is documented as being over 25 years.

North Carolina – Our team here has an extensive background in servicing public entity clients that spans 35 years. Our Carolinas offices provide consultative insurance brokerage and risk management services to 1,650 firms.

Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company’s team for providing the Services.

Hal Guice,
CIC, CWCA

Senior Sales
Executive



Hal Guice is a Risk Management Account Executive and team leader for Wells Fargo Insurance. His focus is on government and manufacturing clients with premiums over \$1,000,000. Hal has over 30 years of experience in the commercial insurance business with both insurance carriers and brokerage firms. He specializes in placement, coverage negotiations, program design and serving large, casualty oriented clients with alternative risk finance programs.

Mike Murray

Managing
Director,
North Carolina



Mike is the Managing Director for the Charlotte, NC and Greenville, SC markets of Wells Fargo Insurance responsible for sales and service operations including Property & Casualty, Employee Benefits, and Surety. Prior to joining Wells, Mike served as a senior broking executive and senior risk management account executive for Sedgwick of the Carolinas managing large, complex, customer relationships both locally and internationally. He also served as a senior underwriter for St. Paul Insurance Company and Home Insurance Company.

**Barbara
Goodwin, MBA,**
CPCU, ARM-E

Senior Client
Advisor –
Transportation



Barbara is a recognized, creative, and talented public transit broker and has twice been named a “Power Broker” in the transportation sector by Risk and Insurance Magazine. She has 14 years of experience insuring public transit agencies, and current clients include Peninsula Corridor Joint Powers Board (Caltrain), San Mateo County Transit District (SamTrans), Greater Cleveland Regional Transit Authority, Golden Gate Bridge Highway and Transportation District, and Charlotte Area Transit System (CATS).

**Elizabeth
Younts, CISR**
Senior Account
Representative –
Customer Service



Elizabeth excels at customer service. She has 19 years of experience with Wells Fargo Insurance, with 10 years providing support for large casualty accounts and municipalities. She graduated with a BSBA degree in Finance, Risk Management and Insurance from UNCC in 2000. Elizabeth is responsible for the day to day management of the City’s program, including invoicing, endorsements, certificates, builders risk reporting, renewal submissions and processing. Elizabeth also provides on-going support to the City’s enterprise risk management initiative.

Dean Anderson

Senior Client
Advisor – Aviation



National Practice Group Leader and Director of Aviation, Dean serves in a production and Senior Aviation Specialist capacity with Wells Fargo Insurance with responsibilities servicing the cross-sell needs for the Wells Fargo Insurance/Wells Fargo network. His department currently serves clients countrywide, ranging from individual aircraft owners to scheduled airline service.

**Kelly Coco
Clarkson,
CPCU, MBA**

Risk Management
Advisor



Part of our National Risk Management team, Kelly serves as a consultant and resource for creating program structure and business strategies for clients that reduce financial volatility, lower cost of risk and promote growth.

If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member’s role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.

Not applicable.

Explain how your organization ensures that personnel performing the Services are qualified and proficient.

Wells Fargo Insurance managers work closely with our team members to set annual training goals to make certain our team members are continually improving their customer service and technical skills. In addition, Wells Fargo Insurance supports a culture of internal promotion which allows our team members to seek advancement from within. By fostering a positive environment of continual improvement and advancement, Wells Fargo Insurance maintains a steady back-up bench in the event there are staff changes including instances in which additional staff is needed to insure service levels are held to a high standard.



Section 6, Form 7, References

REQUIRED FORM 7 – REFERENCES

RFP # 269-2017-001 Insurance Broker Services

Companies shall complete the form below. The City's preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

Reference 1	
Company Name	City of Dallas
Contact Name	Zeronda Smith - Director of Risk & Employee Benefits
Phone Number	(214) 671-9051
Reference 2	
Company Name	City of Atlanta
Contact Name	Alison Knight - Interim Director, Office of Enterprise Risk Management
Phone Number	(404) 865-8969
Reference 3	
Company Name	Metropolitan Washington Airports Authority Dulles International Airport & Ronald Reagan Washington National
Contact Name	Frank Wojnar, Risk Manager
Phone Number	703.417.8653
Reference 4	
Company Name	Kenton County Airport Board (Cincinnati Airport)
Contact Name	Scott Gibbons, Risk Manager
Phone Number	859.767.4793
Reference 5	
Company Name	YMCA of Greater Charlotte
Contact Name	Dave Dove - Sr. VP/CFO
Phone Number	704-716-6288
Reference 6	
Company Name	Carolina Panthers
Contact Name	Mike Dudan, CFO
Phone Number	704-358-7458
Reference 7	
Company Name	Charlotte Housing Authority
Contact Name	Shaunte Evans, CAO
Phone Number	704-336-5228

Section 6, Form 8, Additional company questions

Companies shall include responses to the additional questions posed below. Responses may be provided on a separate sheet provided that such response clearly includes the question reference numbers.


General Questions

1. What steps will your organization take to ensure that the transition of Services runs smoothly?

Not applicable. A transition of services is not required as Wells Fargo Insurance currently serves as the broker and consultant to the City.

2. Describe the communications scheme that your organization will use to keep the City informed about the Services.

The basic service delivery model at Wells Fargo Insurance is built on the platform of local daily and administrative services supplemented by national and regional expertise according to discipline and industry. Because we do not have a chargeback or allocation of cost process for these experts, they are accessible to our clients throughout the country. This is a different platform than many other brokers where internal consulting support requires internal charge backs. Wells Fargo Insurance's client service model allows us to commit to:

	✓ Acknowledge—and, if possible, resolve—100% of the City's service requests within a 24-hour window.
	✓ Address emergency or time-sensitive requests as soon as possible within that window.
	✓ For service requests or outstanding concerns that will require more than one business day, escalate procedures through appropriate channels and provide the City status reports until timely resolution.

Wells Fargo Insurance is a “flat” organization with minimal bureaucracy. Unlike competitors we do not utilize “service centers” that may be located remotely from clients, but instead perform the majority of services for the City from our local office. Your dedicated service team in Charlotte will ensure the highest degree of customization and performance. As needed, your local core team will access an extended team of national practice leadership – local, regional, and national experts collaborating to provide technical advice, analytic tools, best practices, market relations, and product knowledge. National practice leaders are ready to provide expert knowledge developing and implementing a program that meets your requirements for the City's complex risk management program. We are a full service insurance brokerage and risk management services firm and are fully capable to provide the services you need.

3. Describe the risks associated with this Contract. What contingencies have been built in to mitigate those risks?



People are our core competency. Your Wells Fargo Insurance team is comprised of highly skilled, seasoned professionals. Over utilization of, disruption to or turnover in the team is the primary risk to the City.

To mitigate this risk, Wells Fargo Insurance utilizes a multi-faceted approach in which workflows are monitored by the service team, local commercial operations manager, and regional operations manager. The local team serves as a primary indicator and advocate for the client. We believe keeping authority close to the client allows our service team to quickly detect when additional staffing may be needed. Like all well-run businesses, however, Wells Fargo Insurance attempts to neither understaff nor overstaff. Occasionally, there are times due to either normal turnover or growth in which Wells Fargo Insurance will need to hire externally. While we maintain an active talent board, there can be instances in which it will take time to hire additional staff. During the interim, however, Wells Fargo Insurance managers and other team members provide support for the local team so that customer service is maintained at a very high level until appropriate staff is added.

During our tenure as insurance broker and risk management consultant to the City, our service team has sustained the retirement of two key team members, as well as turnover in other positions. Due to our continuous succession planning and team member development process, we have continued to provide top notch customer service and client advocacy for the City with minimal disruption. This is evidence that our process works. We have the bench strength to provide the service you need.

4. Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third party security audits in the last five (5) years.

Wells Fargo Insurance adheres to strict corporate policies and procedures, including internal standards, internal and external account handling measures, security, and required employee training. Our procedures are designed to maintain the trust of our clients and to exceed expectations. These include:

- Internal and external security controls, including information security alerts, security reporting procedures, guidelines for secure work areas, transporting and handling of confidential information, and communication security;
- Data storage and record management, including record retention requirements;
- Insurance coverage placement requirements, timelines, policy checklists, state-by-state mandated requirements, and annual disclosures to clients;
- Annual Wells Fargo Insurance mandated training, including federal requirements placed upon all bank employees, ethics, security practices, surplus lines placements and taxation requirements, licensing, and technology training;
- Market security as described in this RFP response;
- Internal account review processes to ensure team members are following Wells Fargo Insurance policies and procedures;
- Service provider management policies governing third party service providers, approval, security, and use process;
- Wells Fargo & Company's privacy policy written to comply with the Gramm-Leach-Bliley Act;
- Wells Fargo Insurance transparency policy and compensation policy.

5. Other than insurance placement, what other services does your company provide that may assist the City in lowering its total risk cost?

We have addressed our capabilities in risk finance, claims advocacy and loss control and the main body of our response. In addition, we have been supporting the City's enterprise risk management implementation and have the capability to build on that support to create greater value going forward.



Enterprise Risk Management (ERM)

Wells Fargo Insurance has been supporting the City's Office of Risk Management implement a Phase I risk assessment as outlined below. As this phase is completed, Wells Fargo Insurance has the ability to continue to support the City as your ERM program as you enter into the risk mitigation and analytics phases further outlined below.

We keep the process simple. ERM simply requires a shift in the way decisions are made within the organization. It ultimately boils down to three questions that should be answered every time the organization decides on a course of action:

- *What are we trying to achieve?*
- *What could prevent us from achieving it?*
- *What can we do about it?*

A typical ERM engagement involves three phases:

Phase I: Risk assessment

Through a series of meetings, Wells Fargo Insurance is working with key stakeholders to holistically assess risks throughout the City—what could go wrong, the impact, and how to plan. The team is interviewing department leaders about risks that might prevent them from achieving their strategic objectives.

- *What are those risks?*
- *If they materialized, how would they impact not only the individual business units but also the rest of the company?*
- *What effect would they have on areas such as tax revenue, budget, reputation, innovation, public perceptions, or technology?*
- *What is the likelihood and projected magnitude of each risk?*
- *How well are departments currently managing the risks?*

In many cases during this process, leadership will learn about risks and risk management plans they didn't know existed. That's because risk management is often housed in operational silos throughout the organization, which is also why many companies struggle to implement risk management behaviors that are integrated across the enterprise. The risk assessment process helps break down these silos.

After the interviews, Wells Fargo Insurance will record the findings from each department – including potentially hundreds of risks and mitigation strategies – and assemble the findings in a corporate risk map that evaluates the risks, impacts, and likelihoods. From this map, the team will work with the organization to identify the top 10 – 20 enterprise-level risks that could have the greatest impact.

Phase II: Mitigation

Once the assessment is complete, the Wells Fargo Insurance team can work with the departments on a deeper analysis of the top risks. This phase involves scenario-planning for each critical risk, including assessment of mitigation tools and development of new ones. The team can assist in modeling to show how events correlate across different risk scenarios and help leaders make better risk-adjusted decisions.

Once risk-mitigation techniques are determined and agreed upon, they should be bolted onto existing operational processes, ensuring that ERM is systematically embedded into the organization.

Due to the complexity of moving parts throughout an organization, the second phase of ERM can take months, if not years. To reduce the scope and help ensure success, Wells Fargo Insurance recommends focusing on the critical few risks that pose the greatest threat to the organization.

Phase III: Analytics

Finally, the Wells Fargo Insurance team will work with the internal ERM leader, the CFO and other top stakeholders to develop ERM reporting protocols for the board of directors. This process helps create visibility of risks and mitigation strategies throughout the enterprise and at the board level.

Once risks have been identified, assessed and quantified, we offer a fourth step in the ERM process. We call this process **Risk Monetization** and it is designed to help you answer three questions:

1. *What is our financial capacity and appetite to take risk?*
2. *How much of that capacity does the potential impact of strategic and other uninsurable risks to our organization consume?*
3. *How do we best value the risk/reward tradeoff if we have additional unused capacity to take risk?*

Wells Fargo Insurance further offers a unique combination of strengths and capabilities:



Financial experience

Unlike any other insurance broker, Wells Fargo Insurance can draw upon our parent, Wells Fargo & Company, and the wide array of expertise within the organization to evaluate and develop financial solutions for clients. After identifying mission-critical risks in your business, we can bring additional Wells Fargo Insurance resources to advise clients on financial strategies and capital market developments, helping to ensure companies have the cash they need to survive a crisis.



Insurance experience

Drawing on deep insurance experience and knowledge, Wells Fargo Insurance can see the risks in a company's people, products, and operations – and how they relate to overall survivability of the business.

Online Certificate System

6. Is there a maximum number of users of the COI system?

There is no maximum number of users. Currently the City of Charlotte has 47 CyberSure users.

7. Does the system allow multiple users from the same Department? Can users be set into separate groups so they do not see all COIs?

Yes, you may have as many users as needed in the same department and folders are setup for different departments.

8. Describe your process of adding, removing or adjusting City users' accounts.

It is easy to modify your CyberSure user. Currently, you email a request to add or delete a user and we usually have it completed within the same day. All we need is the user's name, phone number, email address and requested access points.

9. Can a Department have multiple divisions (i.e. users in one division cannot see another division's COIs)?

Yes, we can setup multiple folders and users can have access tailored to their viewing needs.

10. Does your system store expired COIs or replace with the updated COI once entered by a user?

CyberSure provides a flexible, user-friendly experience. Expired certificates are stored and can be retrieved to be updated or even copied into the current certificate term.

What our clients are saying



“As the day-to-day servicer of my company's insurance program, I think that CyberSure is truly a game changing broker-client interface. Beyond the usual document storage and uploading, certificate management notably has been reduced to a few easy clicks; I can instantly generate ACORD certificates for clients, specifically tailored to contracts, and I can do it all from anywhere with an incredibly handy accompanying mobile application. No other broker can provide this level of functionality, and Wells Fargo Insurance is continuously upgrading the platform based on client feedback anyway.”

– Tyler Guth, ARM, Insurance and Claims, FIS Global

11. Can users have different levels of access to do the following:

- Enter COIs
- View COIs
- Edit COIs

Yes, CyberSure can provide different levels of access for entering, viewing, and editing Certificates of Insurance.

12. Please provide screen shots of the following components of your system:

• Login

The screenshot shows the Wells Fargo Commercial Electronic Office (CEO) login page. At the top left is the Wells Fargo logo. On the right, there are links for "Locations", "Contact Us", and "Home". Below the logo are navigation tabs for "Personal", "Small Business", "Commercial", and "About Us". A "Return to Commercial Services" link is centered below the tabs. The main content area is divided into several sections:

- Bookmark this page:** A button to bookmark the page.
- Commercial Electronic Office®:** A central login form with fields for "Company ID", "User ID", and "Password". Below the fields are "Sign On" and "Forgot Password?" buttons. To the right of the form, there are links for "Trouble Logging in?" (Password Reset Tutorial, First Time Sign On Tips) and "Additional Information" (Online Fraud Protection, System Requirements).
- CEO Mobile®:** A section promoting mobile banking with a "Learn more" link.
- You can't stop fraud attempts:** A section with a small image of a woman and a "Visit our site to learn more" link.
- Not yet enrolled in our commercial Internet services?:** A section with "View Our Online Solutions" and "Contact Us" links.

At the bottom of the page, there are links for "About Wells Fargo", "Careers", "Privacy, Security & Legal", and "Sitemap". The footer contains the copyright notice: "© 1999 - 2012 Wells Fargo. All rights reserved."

• Dashboard or main landing page

The screenshot shows the Wells Fargo Insurance Services USA, Inc. CyberSure dashboard. At the top left is the Wells Fargo logo. The header area includes "Wells Fargo Insurance Services USA, Inc. CyberSure®" and navigation links for "Home", "Contact Us", and "SiteMap". A "Close" button is on the right. Below the header, there is a "Welcome" message and a "ABC Corporation" identifier. The main content area is divided into three columns:

- eServices:** A list of services including Accounting Tools, Certificate Management, Claims Management, Fleet Management, Health and Welfare Benefits Tool, Jobsite Safety Audit, My Account, My Documents, Policy Requests and Changes, Safety Inspections, Summary of Insurance, and eCollaborate.
- Resources:** A list of resources including Aviation, Client Advisories, Construction - Prime and SubContractors, Employee Benefits (with sub-links for CyberWave, HR Answer Source, Employee Benefits Compliance, Updates and Alerts, Employee Benefits Virtual Events, and Client Advisories and Model Forms), Healthcare Industry, International Services, Life Sciences, Risk Control Services, Summit Online Safety Training, Surety, White Papers, Workers' Compensation, Insurance Glossary, and Compensation Disclosure Policy.
- Answers:** A list of answers including CyberSure HELP, CyberSure Training for Clients, What's New on CyberSure?, Insights from Wells Fargo Insurance - Videos, In The News (with sub-link for What's New?), and Employment Law Risk Management HelpLine.

• COIs entry page

search here Search

Include quotations for exact match
(e.g. "safety meeting")

E-Services

- » [abdConnect](#)
- » [Accounting Tools](#)
- » [Certificate Management](#)
 - [Request a Certificate Main Menu](#)
 - [Issue Your Own Cert Tool Demo](#)
 - [Issue Your Own Certificate](#)
 - [Issue Your Own Evidence Tool/View EP](#)
 - [Third-party Cert Tracking](#)
- » [Claims Management](#)
- » [Fleet Management](#)
- » [My Account](#)
- » [My Documents](#)
- » [Policy Requests and Changes](#)
- » [Summary of Insurance](#)

Resources

- » [Construction - Prime and SubContractors](#)
- » [Directors and Officers](#)
- » [Employee Benefits](#)
- » [International Services](#)
- » [Life Sciences](#)
- » [Retailers Resource Center](#)
- » [Risk Control Services](#)
- » [Risk Management Central](#)
- » [Surety](#)
- » [Workers' Compensation](#)

Issue Your Own Certificate.

[Attachment](#)

⊖ Required Fields

Insured Name:

Insured Address:

Certificate Holder Information:

⊖

Email:

Fax: - -

Job Number:

Description of Operations

Please select Additional Insured Wording or type your own.

Description of Operations Main Page ⊖

(5 Lines 100 characters each line max)

474 characters remaining

Description of Operations Page 2

(5000 characters max)

5000 characters remaining

Coverage Requirements

Select the coverages you wish to show on the certificate ⊖

General Liability

Automobile Liability

13. Would the pricing you have provided in Section 6, Form 4 be reduced should the City elect not to use your COI system?

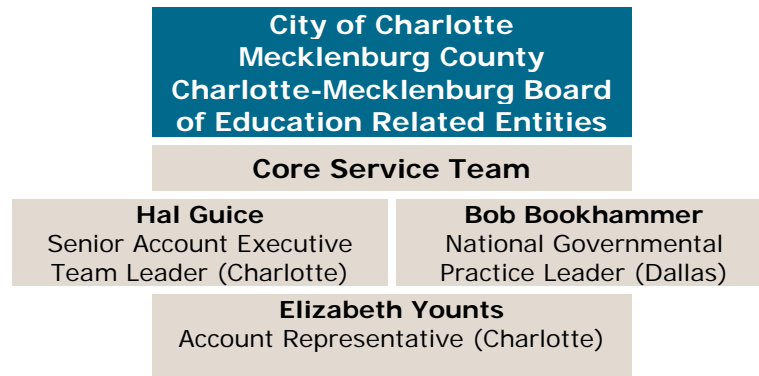
No. CyberSure is a free service we provide to all Wells Fargo Insurance clients.

Exceptions to the remainder of the RFP

Exceptions to the sample contract

1. 12 - Wells Fargo *conducts our own internal background checks upon hiring and would then ask that the subs we use (if any) do the same*

Appendix I – Team chart



Graham Smith National Environmental Specialist	Joanne Elliott-Fromm National Property Practice	Liz Olsson Executive Liability Practice Leader	Roger McCreary Regional Claims/Risk Leader
Erin Walters Network Security	Marnie Ferrer Risk Mgmt. P&C Brokering-Certain Entities	Debbie Hughes/ Jason Wetmore Executive Liability	Kate Chapman Claims Consultant
Jennifer Hoehn Account Executive – Bonds	Barbara Goodwin Transportation	Miles Afsharnik National Claims – Legal	Chip Murray Senior Risk Control Consultant
Marcia Linton Analytics Consulting Practice Leader	Dean Anderson Aviation		Jim Orff Senior Risk Control Consultant – Aviation
Doug O'Brien Alternative Captive Practice Leader	Rich Michel Enterprise Risk Management		John Canepa Senior Risk Control Consultant – Transportation
Charlene Washburn Environmental Risk	Kelly Clarkson National Practice Advisor – Risk Management		

Appendix II – Service team

Following is a summary of our entire account team.

Hal Guice – Hal Guice is a Risk Management Account Executive and team leader for Wells Fargo Insurance. His focus is on government and manufacturing clients with premiums over \$1,000,000. Hal has over 30 years of experience in the commercial insurance business with both insurance carriers and brokerage firms. He specializes in placement, coverage negotiations, program design and serving large, casualty oriented clients with alternative risk finance programs.

Bob S Bookhammer, ARM-P, and CSRM – Wells Fargo Insurance SE Government Practice with focus on governmental clients whose cost of risk is greater than \$500,000. Specific areas of technical specializations include loss development projects, sophisticated property, alternative risk transfer, reinsurance placement and recovery, client service plan development. Bob is a presenter at regional and national PRIMA.

Joanne Elliott-Fromm, CPCU, ARM – Senior Account Executive, Risk Consulting Group – Responsible managing the relationships and service for our clients located within the Carolinas and the South Region.

Barbara Goodwin, MBA, CPCU, ARM-E – A recognized, creative and talented public transit broker and has twice been named a “Power Broker” in the transportation sector by Risk and Insurance Magazine. She has 14 years of experience insuring public transit agencies, and current clients include Peninsula Corridor Joint Powers Board (Caltrain), San Mateo County Transit District (SamTrans), Greater Cleveland Regional Transit Authority, Golden Gate Bridge Highway and Transportation District, and Charlotte Area Transit System (CATS).

Erin Walters – Professional Risk Practice – In-house resource for management and professional liability insurance with a focus on professional liability, technology errors and omissions and network security and privacy liability lines of coverage. In this role, she provides consultative services, market negotiation, policy analysis and placement, contract review, policy administration, and claims advocacy services on behalf of clients.

Dean Anderson – National Practice Group Leader and Director of Aviation – Serves as Senior Aviation Specialist serving clients countrywide including airports and scheduled airline service.

Miles Afsharick, Esq. – National Claims and Legal Practice Resource Director – serves as an advocate for our clients for legal matters arising out of complex executive liability claims. Previous experience as an employment litigation and civil rights corporate counsel.

Marnie Ferrer, CIC – Thirty-three year Property and Casualty broker and part of Wells Fargo Insurance Risk Management, Charlotte Risk Management department. Marnie currently handles both property and casualty coverages for larger commercial and institutional accounts.

Liz Olsson, RPLU – South Regional Manager, Professional Risk Practice – Oversees a team of brokerage professionals who focus on the executive and professional liability insurance needs of our clients. She is also the National Product Leader for private and non-profit management liability, ensuring that our clients in this space benefit from a strategic, national response from the marketplace.

Debbie Hughes – National Security Practice Leader – In-house resource for all professional liability, technology errors and omissions, network security and privacy related coverage. Her role includes consultative services, market negotiations, policy analysis and placement, policy administration and claims advocacy.

Graham Smith – National Environmental Specialist with Wells Fargo Insurance's property and casualty team and has more than 26 years of experience in the environmental arena specializing in environmental consulting, environmental insurance brokerage/advisory services, and environmental underwriting. He has particular specialization in merger and acquisition work, supporting the environmental due diligence process of private equity firms and law firms from the perspective of environmental risk management and risk financing.

Charlene Washburn, CPCU – Environmental Complex Risk Specialist – Experienced in design, negotiation, placement and servicing environmental programs/coverage, including best terms, conditions and pricing. Activities include work with public entities for their unique risk, including a recent solution for catastrophic bioterrorism coverage for public transit.

Elizabeth Younts, CISR – Account Representative – Elizabeth has 19 years of experience with Wells Fargo, with 10 years providing support for large casualty accounts and municipalities. She graduated with a BSBA degree in Finance, Risk Management and Insurance from UNCC in 2000. Elizabeth is responsible for the day to day management of the City's program, including invoicing, endorsements, certificates, builders risk reporting, renewal submissions and processing. Elizabeth also provides on-going support to the City's enterprise risk management initiative.

Roger McCreary, CPCU, ARM, CRM – Regional Claims Manager Risk Consulting Group – Responsible for all claims and risk control consulting, Carolinas region. Thirty-two years' experience handling all lines of coverage, predominately with larger accounts, including oversight of governmental claims programs as insured by Royal Insurance Company (Orion).

Kate Chapman – Senior Claims Consultant – Thirty-two years loss adjuster and client advocate experience with a primary focus on workers compensation. She serves as a claims advocate for our largest accounts in the Carolinas and whose projects include TPAs, OCIP Projects, large deductibles, self-insured retentions and captives.

Charles "Chip" Murray, MSE – Senior Risk Control Consultant – Loss control training OSHA 500 and 501 Certified. Available for training, loss control service plans, manual development, client specific loss control needs; recently completed the safety manual for City of Statesville.

Jim Orff, MBA, CSP, CM, CPEA – Senior Loss Control Consultant with emphasis in aviation – Jim has a diversified risk management background including engineering and management in airline and aerospace companies and OCIP construction safety. He is a professional member of American Society of Safety Engineers (ASSE), HJIAI (Atlanta Airport), and is vice chairman of National Safety Council's International Air Transport Executive Committee (ARTEX).

John Canepa, MS, CSP, CFP, ARM – Senior Risk Consultant and Western U.S. Director of Risk Services – John's primary focus is geared toward serving risk management clients in proposal and implementation of techniques to address liability, personnel, and net income exposures. He has specific rail and transportation experience and is certified in ergonomics, behavioral modification programs, fleet training, DOT and regulatory compliance.

Jennifer Hoehn – Client Executive with 20 years' experience in underwriting and broking of bonds.

Marcia Linton, MBA, ARM, CRM – Practice Leader for Analytics Division, Marcia’s activities support our major clients with respective analytical reports discussed herein. Marcia is a speaker for RIMS events.

Doug O’Brien – National Casualty and Alternative Risk Practices Leader. Doug assists clients and colleges in the analysis, design, marketing and placement of casualty and alternative risk financing programs.

Rich Michel – National Risk Management Leader. Serves as consultant and resource for creating program designs and business strategies for clients that reduce financial volatility, lower costs and promote growth.

Kelly Clarkson – Part of our National Risk Management team, Kelly serves as consultant and resource for creating program designs and business strategies for clients that reduce financial volatility, lower costs and promote growth

Appendix III – CyberSure

CyberSure®

CyberSure, our award-winning, interactive, Web-based tool, helps clients organize their insurance information and reduces the time spent handling insurance issues. From ordering and issuing certificates of insurance, creating a policy and document library, to managing your risk management program, CyberSure will streamline the design and administration of your risk management program saving you time and money.

What is CyberSure?

- **A no-cost**, interactive Risk Management and Human Resources information system available to all property and casualty, and employee benefits clients
- **CyberSure®** is our award-winning Web-based tool helping to organize information and reduce the time our clients spend handling insurance matters
- Continuously enhanced as technology and client needs have evolved
- **Solutions.** Seminars, online training courses, return to work resources, contingency planning materials
- **Resources.** Safety training and loss prevention materials, WC forms and resources, Risk Management materials, informational services
- **eServices.** Accounting tools, certificate management, claims management, add/delete vehicles, request policy changes, custom databases, and RM intranet

CyberSure functions that may be useful to the City include the following:

- On-line policy access
- Certificate of insurance issuance and management
- Risk management information portal
- Risk control library
- CyberSure university (on-line learning programs at discounted rates)
- Summaries of insurance and program organization
- Policy changes and requests
- Claims reporting and history
- Premium summary and accounting activity

CyberSure® online certificates

CyberSure® Online Certificates is a value-added service that Wells Fargo Insurance provides to clients who have the need to issue certificates of insurance immediately, conveniently, and easily. You can have certificates issued any time, 24/7, as long as you have a computer and an internet connection. Supported by our award-winning insurance and risk management Web site, CyberSure, the certificate issuance process is quick, secure, and “green.”

Certificates may be printed, faxed, or e-mailed at any time. Your business advisors (clients, property owners, developers, leaseholders, etc.) receive their copy of the certificate in the manner they prefer, and your copies are stored online for viewing, reprinting, or re-submission whenever needed.

CyberSure® eService

Wells Fargo Insurance offers a mobile version of our CyberSure® eService for your Smartphone or iPad.*

Our mobile application makes it possible to perform these tasks anywhere, anytime:

- **Certificates of insurance.** Issue certificates of insurance instantly. You can also use the search function to easily locate certificates, make edits, and send them directly from your mobile device.
- **Safety inspections.** Instead of using cumbersome clipboards and papers, conduct safety inspections right from your handheld device. Using your own checklist or one that our team designs for you, you can record observations and activities, assign tasks, set due dates, and create email notifications. Then, back at the office, you can easily access your inspection information online.

Concerned about the security of your data? Our mobile service allows you to restrict access so that only appropriate individuals or groups can view and enter information.

** CyberSure eService mobile features are dependent on mobile device capabilities. Phone carrier data usage charges may apply.*

CyberSure® eCollaborate

Overview	Key features
<ul style="list-style-type: none"> • Proprietary Wells Fargo Insurance technology platform • Streamlines insurance information sharing • Keeps track of exposures around the world organizing your program by groupings • Access policy documents — all from a single source • Efficiently communicate with your Wells Fargo Insurance account team, schedule meetings, share and discuss documents, and receive email updates on to-do items • Integrates with Microsoft Office, it can work with your existing business software 	<ul style="list-style-type: none"> • Document management. Store your policies in a centralized online location, so you can quickly find the most up-to-date version and supporting documentation. • File sharing. Rather than struggling to email files all over the world, use our secure sites to easily share files with your staff and Wells Fargo Insurance. • Email notifications. When you enable automatic email notifications, you'll be alerted any time Wells Fargo Insurance uploads a document that needs your attention. • Task management. Assign and track action items and due dates on a shared calendar. • Anytime, anywhere access. No matter where they work, your staff can instantly access documents, calendars, discussions, lists, and tasks. • Database management. Quickly update information on exposures and keep all parties informed in real time.

Clients receive the substantial value that the innovative use of technology delivers when properly integrated with personalized “high touch” services. Regardless of your time frame (or time zone), CyberSure is dedicated to providing the information the City needs to stay ahead of ever-changing regulations, legislative developments, and compliance requirements. We know that communicating with employees and helping them to understand and appreciate the benefits programs you offer are also key challenges for most Human Resources departments. Through CyberSure and other integrated technology tools that focus on employee education and communication, we reduce the time you must spend answering routine employee questions, freeing you up for other important activities. [Visit our CyberSure webpage for additional information.](#)

Compensation disclosure for commission-based clients

We receive compensation from the insurance companies we represent when placing your insurance. Our compensation is usually a percentage of the premium you pay for your insurance policy or bond (a commission), which is paid to us by the insurance companies for placing and servicing your insurance or bonds with them. We may also receive fees agreed to in writing from our clients. Intermediaries, such as wholesale brokers, may sometimes be used to access certain insurance companies. Such intermediaries will allocate a portion of the compensation from the insurance companies to us and may, in some cases, be an affiliated company.

We receive payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses.

We may earn interest on premiums received from you and forwarded to the insurance companies through our bank accounts.

Some of the insurance companies we represent may pay us additional commissions, sometimes referred to as contingent or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time.

The amount of premium you pay for a policy may change over the term of the policy. For example, your endorsement requests will affect the premium. Should the premium for any of your policies change, the amount of compensation paid to us by the insurance company would change accordingly.

Disclosures

Wells Fargo Insurance Services USA, Inc. does not provide insurance products and services outside of the United States. Insurance products and services may be provided outside of the United States by foreign brokers licensed within their home venue.

Foreign brokers are not employed by any Wells Fargo legal entity. Foreign brokers are individual insurance brokers responsible for compliance with all regulatory requirements of their home venue.

In the United States, products and services are offered through Wells Fargo Insurance Services USA, Inc. and Safehold Special Risk, Inc., dba Safehold Special Risk & Insurance Services, Inc. in California, non-bank insurance agency affiliates of Wells Fargo & Company.

Products and services are underwritten by unaffiliated insurance companies in the United States. Some services require additional fees and may be offered directly through third-party providers. Banking and insurance decisions are made independently and do not influence each other.

Some services may be provided by third parties. Wells Fargo Insurance intends to assist its clients in identifying third parties that will meet the clients' needs, but Wells Fargo Insurance has not reviewed these third parties for data security practices, financial stability, or the other factors you should consider as you choose a service provider to meet your needs. As with any company you choose to do business, it is important that you conduct due diligence.

Third Party Disclaimer

- Wells Fargo Insurance will assist Clients with understanding Private and Public Health Care Exchange options.
- Companies that operate Private Exchanges present themselves as being capable of providing the services Clients are seeking; however it is important to understand that Wells Fargo Insurance is not a party to the contract Clients enter into with any health care exchange company, and any referral by Wells Fargo Insurance does not warrant the sufficiency of that company's data security practices or the adequacy of its capabilities, nor does it guarantee the company's financial stability or ensure the appropriate management of its third party service providers. As such, it is important that Clients conduct their own due diligence and consider all relevant factors associated with their particular needs/requirements.
- Public Exchanges are operated by the Federal and/or State Governments that have contracted with third parties to perform some services. Wells Fargo Insurance does not warrant the sufficiency of any Public Exchange's data security practices or the adequacy of its capabilities, nor does it guarantee the appropriate management of the third party service providers engaged by any Public Exchange. It is important that Clients conduct their own due diligence and consider all relevant factors associated with their particular needs/requirements.

Market Security Disclaimer

- Wells Fargo Insurance's objective is to place Clients risks with insurers that are financially sound. In assessing the financial strength of insurers, Wells Fargo Insurance relies upon statutory financial statements as well as the opinions and assessments of recognized rating agencies and other carrier review companies. Wells Fargo Insurance authorizes insurers that it believes, at the time of placement, have the financial ability to fulfill their claim payment obligations to our clients. Wells Fargo Insurance is not a guarantor of the solvency of insurers with which its brokers place business. However, our goal is to use reasonable measures to do business with financially healthy insurers. Our recommendations are based on financial and other relevant information that is available at the time of placement.

- If Clients elect to place their business through a state health insurance exchange, please note that these exchanges may require their list of available insurers to include insurers not included on Wells Fargo Insurance's authorized list. In such cases Wells Fargo Insurance will recommend a carrier that has been authorized based on our aforementioned assessment process, although the Client has the ultimate decision on insurer choice.

Wells Fargo Insurance Services USA, Inc. may receive compensation in connection with a client's engagement of certain third-party service providers.

This material is provided for informational purposes only based on our understanding of applicable guidance in effect at the time of publication, and should not be construed as being legal advice or as establishing a privileged attorney-client relationship. Clients and other interested parties must consult and rely solely upon their own independent professional advisors regarding their particular situation and the concepts presented here. Although care has been taken in preparing and presenting this material accurately (based on the laws and regulations, and judicial and administrative interpretations thereof, as of the date set forth above), Wells Fargo Insurance Services USA, Inc. disclaims any express or implied warranty as to the accuracy of any material contained herein and any liability with respect to it, and any responsibility to update this material for subsequent developments. To comply with IRS regulations, we are required to notify you that any advice contained in this material that concerns federal tax issues was not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties under the Internal Revenue Code, or promoting, marketing, or recommending to another party any matters addressed herein.

Information contained in this document is proprietary and submitted with the understanding that it will not be used for purposes other than the evaluation of our qualifications without the prior written consent of Wells Fargo Insurance Services USA, Inc.

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Hal Guice
Wells Fargo Insurance Services USA, Inc.
6100 Fairview Rd.
8th Floor
Charlotte, NC 28210-3277

September 14, 2016

Ms. Sarah Poulton
Management and Financial Services
Procurement Management Division
City of Charlotte, North Carolina
9th Floor, CMGC 600 East Fourth Street
Charlotte, NC 28202

Dear Ms. Poulton,

Thank you for the opportunity for Wells Fargo Insurance Services USA, Inc. (Wells Fargo Insurance) to respond to the City of Charlotte's (City) Request for Proposal. As requested, please find attached our answers to your Additional Response Questions for RFP # 269-2017-001.

Included in this response are our proposed solution and clarifications on the following requested items:

1. Detail your experience and ability to assist with the implementation ERM (enterprise risk management).
2. Explain how your company could assist the City in evaluating our current self-administered workers' compensation claim-handling program.
3. Clarify how you intend to utilize your identified subcontractors.
4. In light of the current budget constraints, the City is required to find savings across all service areas. With that in mind, please provide your best and final offer for the Services described in the RFP in the matrix below.

We hope you find our answers to these questions thorough and comprehensive. If you should need further details, please feel free to contact us.

In our preparation for the oral presentation, we noticed an error in our cover letter that we would like to amend. Our intent was to highlight our shared success and we stated "closely working with the City's risk management department, our partnership together produced savings in both claims and premium costs resulting in a 45% (\$4,600,000) reduction in total cost of risk since 2012". Though this would be accurate when considering the undeveloped Total Incurred claims data, we should have used the fully trended and developed number. By not calculating the IBNR properly, we inadvertently overstated our shared success.

It is better stated, over the course of the past five years, together we have achieved savings in excess of \$1,800,000 via reduced premiums, taxes, fees and subrogated claims.



Hal Guice
Wells Fargo Insurance Services USA, Inc.
6100 Fairview Rd.
8th Floor
Charlotte, NC 28210-3277

On behalf of our entire team, we would like to thank the City's team for your partnership and wonderful working relationship. We continue to celebrate our excellent successes together and are excited about our joint plans for the future.

Sincerely,

A handwritten signature in blue ink that reads "Hal Guice".

Hal Guice
Senior Account Executive
Direct dial: 704-557-1839
Fax: 866-332-3051
Email: hal.guice@wellsfargo.com

Response to Additional Response Questions for RFP # 269-2017-001
Property & Casualty/Risk Management Brokerage/Consulting Services
City of Charlotte, North Carolina

August 25, 2016



Submitted by:

Hal Guice
Senior Account Executive

Wells Fargo Insurance Services USA, Inc.
6100 Fairview Rd., 8th Floor
Charlotte, NC 28210-3277
Phone: 704-557-1839
Email: hal.guice@wellsfargo.com
<https://wfis.wellsfargo.com>

Together we'll go far



Additional Response Questions

Additional Response Questions

1. Detail your experience and ability to assist with the implementation ERM (enterprise risk management)

Based in Atlanta, Rich Michel leads the Wells Fargo Enterprise Risk Management (ERM) consulting and Risk Monetization practices and has extensive experience creating program designs and business strategies for clients that reduce financial volatility, lower costs, promote growth, and facilitate the achievement of business objectives. He has developed ERM practices that make a significant, measurable contribution to the performance (success) of an organization, beyond basic compliance with contractual, legal and regulatory requirements. Past ERM projects have included a broad range of industries including power generation, retail, public entities, hospitality and others. Rich has over 37 years of industry experience and is a former Principle of Pure Risk Consulting LLC and Managing Director of Marsh where he served as a business development leader, senior client executive and has over 18 years of experience in ERM consulting across all three organizations.

Kelly Clarkson, based in Charlotte, is a Consultant with the Wells Fargo ERM practice and has 22 years of experience in corporate risk management, risk finance and alternative risk transfer programs for clients in the Charlotte community. Prior to joining Wells Fargo (formally Wachovia) in 2006, she was Director of Risk Management for PCA International, Inc. where she was responsible for managing a team of risk management, safety, loss control and claims professionals for an organization with over 2,000 locations in 5 countries. She began her career at a Risk Management Analyst with DHL Worldwide Express. Kelly's functional expertise is in risk analytics, including loss forecasting and reserve analysis, collateral management and captive feasibility. She earned a BBA in Risk Management from the University of Georgia and an International MBA from the University of South Carolina and maintains the CPCU professional designation.

Rich and Kelly, with support from the local insurance brokerage team, have been supporting the City's ERM implementation for the past year. This initiative is currently in the risk identification and assessment phase and WFI intends to support this important project further if selected to continue serving as your broker. The current and future phases of the ERM implementation include:

- 1. Risk assessment.** Through a series of meetings, the team is working with key stakeholders to holistically assess risks throughout the organization. Standard scales for rating frequency and severity have been established with senior leaders so they can be applied consistently across the organization. Key questions include: what are the risks of greatest concern to each department? If they materialized, how would they impact not only the individual department but also the rest of the city? What effect would they have on areas such as the public, city revenue or reputation? What is the likelihood and projected magnitude of each risk? How well are departments currently managing the risks?

After the interviews, the team records the results from each department and assembles the findings in a city risk register that defines the risks and evaluates impacts and likelihoods. From this register, the team will conduct validation workshops with smaller, diverse, cross functional teams to validate the interview findings and prioritize the top 10+ risks that have the greatest potential to impact each department. Further analysis will identify the top 10 – 25+ risks that are of greatest concern to the city.

- 2. Mitigation.** Once the assessment is complete, the team will work with the departments on a deeper analysis of the top risks. This phase involves scenario-planning for each critical risk, including assessment of mitigation tools and development of new ones. The team can assist in modeling to show how events correlate across different risk scenarios and help leaders make better risk-adjusted decisions.

Once risk-mitigation techniques are determined and agreed upon, they should be bolted onto existing departmental processes, ensuring that ERM is systematically embedded into the city organization.

Due to the complexity of moving parts throughout the city, the second phase of ERM can take a considerable period of time. To reduce the scope and help ensure success, we recommend focusing first on the critical few risks that pose the greatest threat to the city in order to demonstrate success and then expand the effort to the other risks on the register in order of priority.

- 3. Reporting.** The team will work with the internal ERM leaders and other top stakeholders to develop ERM reporting protocols up to the senior leadership level and outwardly across the city so knowledge is shared widely throughout the organization. This process helps create visibility of risks and mitigation strategies throughout the city and at senior levels.
- 4.** Other aspects of the implementation may involve helping establish city-wide **ERM governance protocols** to guide the progress of ERM over the long term.

2. Explain how your company could assist the City in evaluating our current self-administered workers' compensation claim handling program.

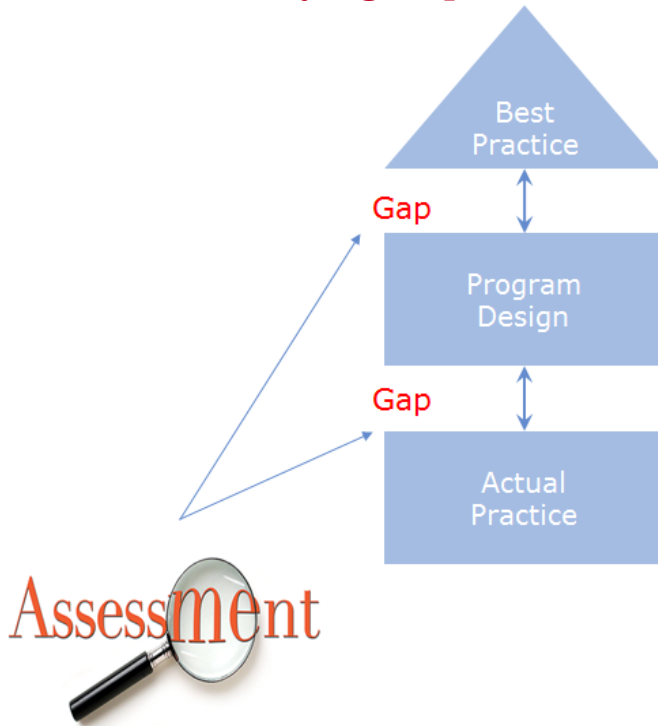
Wells Fargo's 360 Claims Process and Gap Assessments

Many organizations have developed internal departments for the management of their claims processes, either in the form of self-administered programs or to provide controls and oversight of claims intake and resolution. Questions often arise whether or not established procedures and staffing are effective and beneficial for the success of the organization. Wells Fargo Insurance has developed a program assessment designed to work with the City to determine if the claims management structure and processes being utilized are achieving the best results. Our assessment process will evaluate:

- Adequacy of staffing levels
- Skill level and proficiency of the internal staff
- Claim intake process
- Working relationship with claim administrators (if applicable)
- Claim management philosophy
- Reserving and settlement practices
- Claim procedural manual
- Communication and interaction with claims staff and other departments
- Staff training and education
- Key performance measurements
- Working relationship with third party vendors
- Litigation management procedures
- Claim information system utilization

Our methodology is to interview key stakeholders in the claim management process and thoroughly examine established written protocols. Our end result will be to provide the City with an accurate assessment that will identify any gaps in your program and where the City can improve claims management procedures.

Identifying Gaps



Wells Fargo Insurance's claims consulting teams are committed to the delivery of high impact advocacy and consultative services with the primary goal of optimizing outcomes in the event of a loss or claim. Our approach is to complement your claims efforts in a way that supports your overall risk management objectives by providing tangible value to your risk management team as well as to all internal and external stakeholders in the claims process.

We know from experience that assertive claims management is critical to your program since claim costs assist in driving overall program costs.

We believe in a systematic approach to complementing your efforts. It all starts with a services installation meeting to coordinate and customize a service plan. We review and amend claims handling instructions so that we are

appropriately embedded within your process. We consult with you on problematic and complex claims. We set an appropriate diary process on those designated claims to ensure adjusters are aggressively managing the files and following up on the recommended file resolution strategy.

Our claims consulting professionals are positioned to operate as an integral component of your risk management department. Our claims consulting practice associates have, on average, over 20 years of experience in all lines of insurance as industry claim managers, examiners, and analysts. We are unique in that our claims professionals are strategically deployed to serve on local service delivery teams in our regions yet linked to a national network to foster collaboration, continuous improvement, and innovation.

Strategic claim reviews

With so much at stake in the outcome of a claim, our claim advisors assist in coordinating a **strategic claims review**. This process provides our clients with the opportunity to take an active role in the claim process and thereby make informed decisions.

A strategic claims review can provide a Risk Manager with a second opinion regarding reserves and help drive claim resolution strategies. The process reduces the potential for claims "falling through the cracks" and being neglected by the carrier or TPA for an extended period. It also reduces the risk of financial surprises if reserves are under or overstated.

Our strategic claim reviews are planned and scheduled discussions with adjusting staff to assess claim handling performance and strategies with the goal of maximizing claim outcomes for our clients. Our methods include in-person meetings or teleconference reviews, depending on the needs and structure of the program.

This process affects the closure of neglected files as well as aides in developing strategies to eliminate or cap the cost of claims with future financial exposures.

Third party administrator (TPA) marketing and selection

WFI can also assist if you decide to evaluate the use of a third party administrator (TPA).

An effective TPA is one whose philosophy and organization are compatible with a client's goals. We assist clients with the TPA selection process and on-going performance evaluations so they can gain closer control and ownership of the claims process. We maintain a vast database of TPA profiles and their capabilities so that we can effectively match our clients' claims management philosophy to that of the appropriate TPA.

We assist in providing the following services:

- Maintain and utilize detailed best practices to govern the TPA selection process
- Project manage the TPA selection process (RFPs, interviews, evaluation, selection, installation)
- Assess core competencies and pricing
- Interview the proposed TPA account managers, supervisors, and claim representatives
- Manage communication with the TPA candidates during the selection process
- Advise and consult on the selection decision
- Assist in performance guarantee design, implementation, and evaluation
- Examine and assist with negotiating the proposed service agreement terms
- Assist in establishing claim service instructions
- After the selection and implementation, employ our claim audit process to evaluate TPA performance

As you look to the future of your program, our claims consultants will serve as lead resources in writing Requests for Proposals (RFP) and coordinating the carrier selection process. In addition, we have built a TPA assessment model to help our clients qualify local, regional, and national claims service providers by efficiently evaluating responses to the RFP. Our national platform includes access to resources that have formerly served in senior management roles with TPAs and who have an intimate knowledge of the contracting and performance measurement process. We make it a priority to regularly engage TPA local and senior leadership in order to leverage those relationships on behalf of our clients.

3. Clarify how you intend to utilize your identified subcontractors.

As a smaller firm, The Rankin Insurance Group (RIG) has limited access to insurance markets and technical expertise in the risk management program area. Based on this, examples of areas RIG could potentially help the City would be:

1. Commercial crime policies currently with Travelers:
 - a. City of Charlotte – expiring 7/1/17

- b. Mecklenburg County – expiring 7/1/17
- c. Board of Education – expiring 7/1/17

- 2. Automobile with The Hartford
 - a. Superintendent’s policy expiring 10/4/2017

As noted earlier, we have an agreement in place with RIG. As needed, we will facilitate an introduction of RIG to the Risk Management (RM) office staff to promote a relationship between RM and RIG. If mutually decided, we will also facilitate moving any policies, such as the four (4) we’ve identified above to RIG through Broker of Record Letters or remarketing to other carriers.

4. In light of the current budget constraints, the City is required to find savings across all service areas. With that in mind, please provide your best and final offer for the Services described in the RFP in the matrix below.

Base Rate Pricing:

Contract Year	Total Cost
Year 1	\$ <u>265,000</u>
Year 2	\$ <u>265,000</u>
Year 3	\$ <u>265,000</u>
Opt. Year 4	\$ <u>265,000</u>
Opt. Year 5	\$ <u>265,000</u>

Pricing for Additional Services:

Companies shall indicate below their fees for additional services as needed by the City. If your company’s COI management system is an additional cost, please also indicate that below.

Additional Service	Cost
Additional Coverage Added	Market rate commission: <u>5-15%</u>
Coverages not detailed in this RFP will be mutually negotiated	

Wells Fargo integrated consulting model

Our integrated pre-/post-loss client engagement and risk finance process

8 Measurement

- Service plan and strategy execution progress reports
- KPI metrics and performance dashboards
- Success stories
- Transition to next year's services planning phase and recalibrate

7 Claims execution

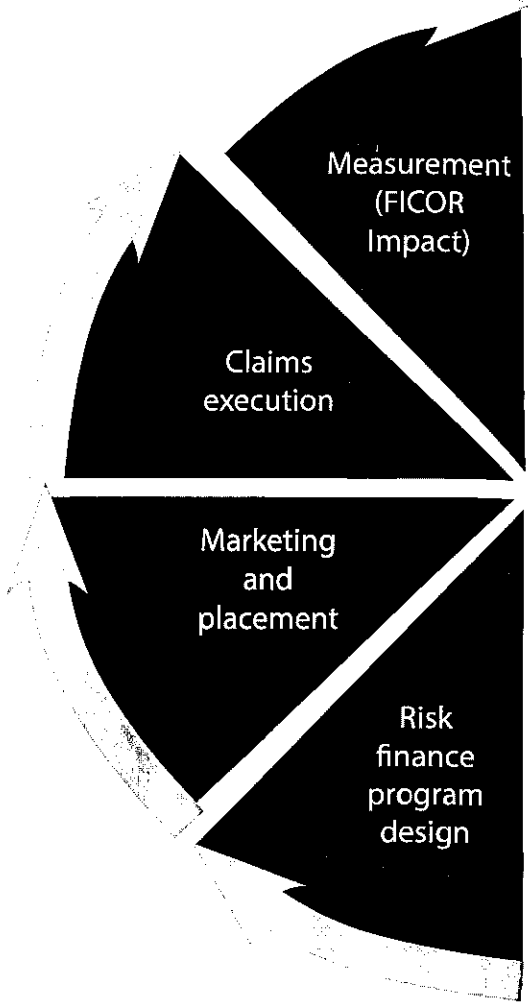
- Claim coverage advocacy – optimize policy benefits
- Claim resolution strategy advice
- Carrier audit and performance oversight
- WC program cost containment

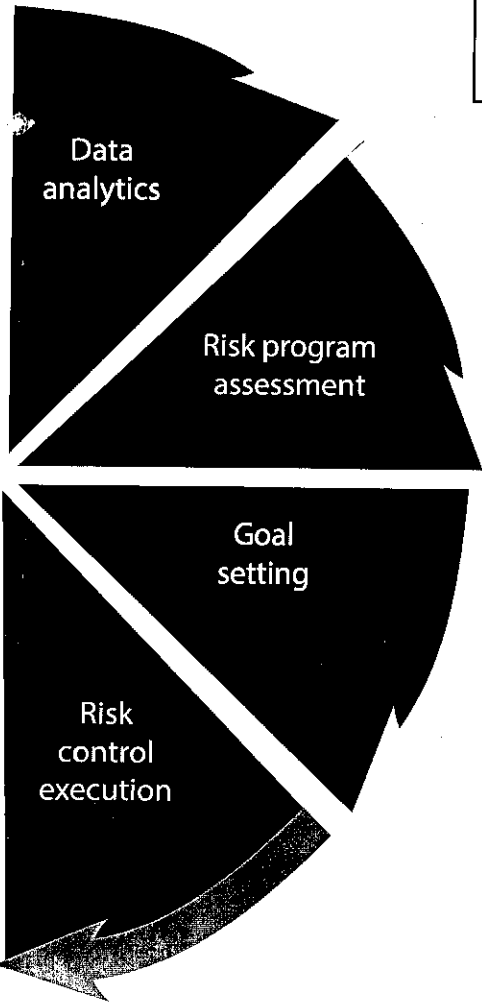
6 Marketing and placement

- Marketing team support
 - Assist account team with “telling the story”
- Market selection
- Negotiating strategy

5 Risk finance program design

- Optimal retention, limits, structure, and pricing
- Wordings fit exposure data





- 1 Data analytics**
- Assess and analyze loss and exposure data
 - Assess technology (RMIS) and how the City uses data in decision making (e.g., loss allocation programs)
 - Deploy Origami and national applications

- 2 Risk program assessment**
- ID risks, stakeholders and accountabilities
 - Assess quality of claims and risk control, processes, procedures and culture
 - Identify gaps
 - Isolate open claims and collateral positions
 - Should the City consider a TPA?

- 3 Goal setting**
- Document services plan
 - Set priorities
 - Communication and progress reporting protocols
 - Align with findings and the City's goals
 - Target adverse trends, exposure gaps and develop strategy to attack them

- 4 Risk control/safety execution**
- Safety and compliance plan and carrier coordination
 - Property protection program
 - Exposure remediation strategies

Your account service team



Mike Murray
Managing Director and Team Leader



Hal Guice
Senior Account Executive
Client Service and Brokerage



Elizabeth Younts
Account Representative
Day-to-day Service Leader



Kelly Clarkson
Enterprise Risk Management (ERM)
Project Leader



Dean Anderson
Senior Client Advisor - Aviation



Barbara Goodwin
Senior Client Advisor - Transportation



Arlyn Mouw
Regional Claims Manager



Rich Michel
National Practice Leader, Risk Management and ERM



Erin Walters
National Advisor, Network Security



Darren Rankin
MWSBE Partner



Kevin Lassiter
National Advisor, Risk Management
and Claims Solutions

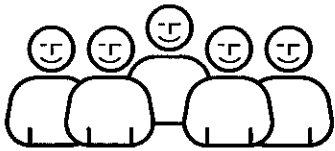


Kate Chapman
Claims Advisor - Carolinas

Wells Fargo Insurance

The best of both worlds

Our National Practices supplement and support our local account teams in providing full-service property and casualty capabilities to our clients. We employ subject matter experts with experience and expertise in analytics, aviation, casualty, property, environmental, transportation, and professional liability.



Local consulting and service team

- Relationships
- Service excellence
- Flexible solutions
- Long-term goals
- 54 offices in U.S.

National specialty resource teams

- Thought leadership
- Intellectual capital
- Depth of talent
- Deep carrier relations
- Credentialed experts

Hand-selected team

Our **balanced team approach** combines the **knowledge and experience** of national practice leaders with the **service excellence** of local insurance professionals to deliver **customized solutions**.

We deliver the strength and clout of a large, national broker with the personal attention and service of a local firm.

Wells Fargo in Greater Charlotte




160 local Wells Fargo insurance professionals


24,800 

The largest team member population in the world for Wells Fargo.

In the community

154,273 hours 

6,380 volunteers 

\$13,281,153.11 

*Wells Fargo team member giving
Community Support Campaign*

\$61,207,829 

*Community Development Lending
and Investments*

Our approach to serving you

Based on feedback from leading risk and financial professionals, we have industry leading capabilities to help you analyze and finance risk more effectively

Clients with best in class risks get the best deals. So, we focus on helping our clients be best in class.

WELLS FARGO INSURANCE

We make better use of data and analytics to support program design, marketing, and decision making.

The result is a process that reduces the financial impact and cost of risk while providing a continuous improving story to share with markets, accompanied by award winning service and responsiveness.

**BEST INSURANCE
BROKER
in the U.S.**
— 2 YEARS RUNNING —

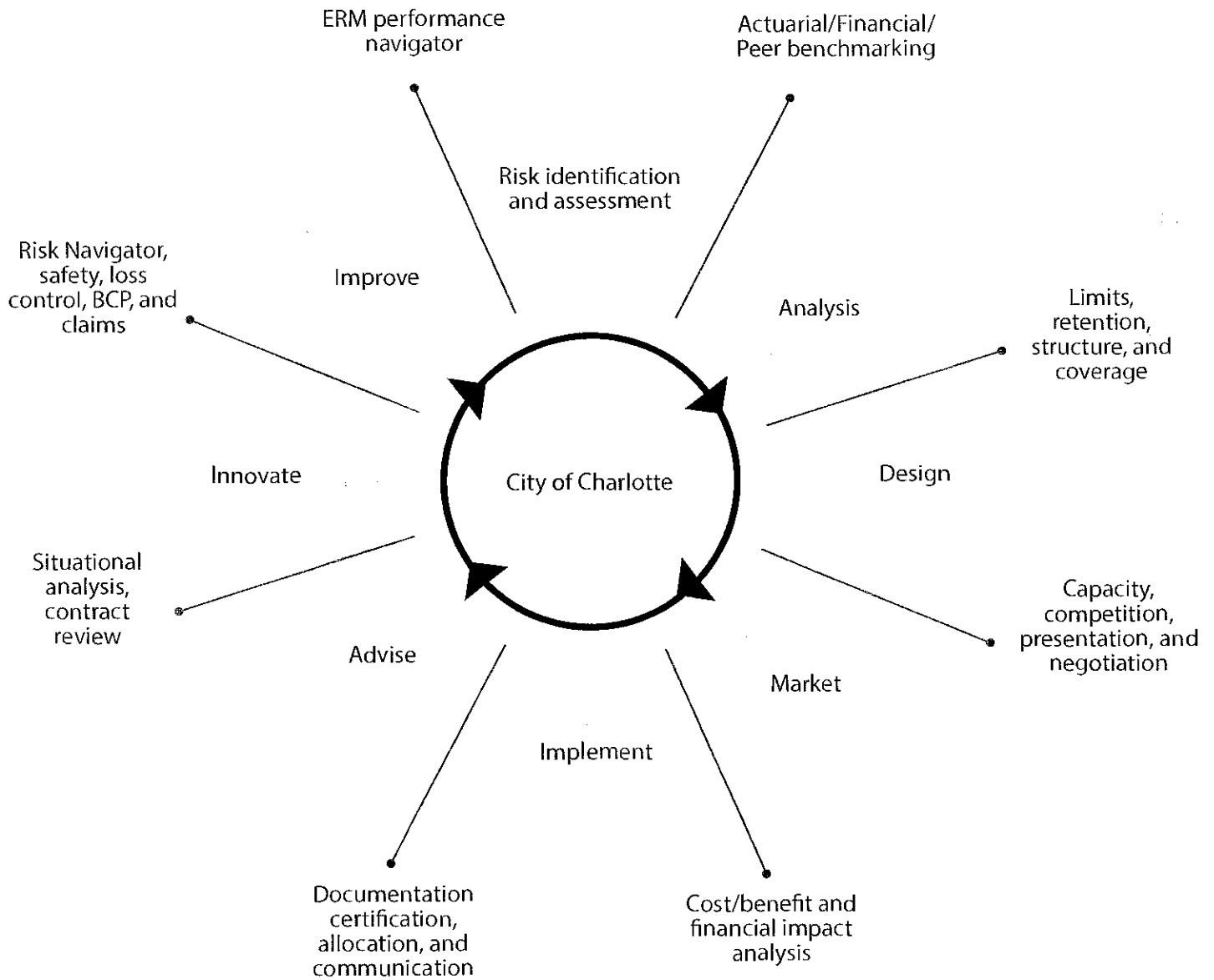
Global Finance Magazine 2015

**TOP 10
INSURANCE BROKER**
Business Insurance (2015)

Our commitment to our team members and communities:

- 4th Top Company for LGBT *DiversityInc* (2015)
- 12th Top Company for Diversity *DiversityInc* (2016)
- 8th Best Company for Latinas *LATINASTyle* (2015)
- Perfect Score of 100 on Corporate Equality Index *Human Rights Campaign* (2016, 13th year)
- Largest workplace employee giving campaign in the U.S. for 6th consecutive year *United Way Worldwide* (2015)
- Nearly \$1.2 billion spent with certified diverse-owned businesses, representing 12% of our total annual procurement budget (2015)
- 46,518 team members in 10 Team Member Networks (280+ chapters) supporting diversity and inclusion (2015)
- \$1.4 billion in grants to nonprofits over the last four years (2011-2015) to support and revitalize communities, help charitable organizations, and grow local economies
- \$98.8 million in team member donations to nonprofits and schools; the 13th consecutive year of increased giving (2015)

Navigating risk management



Enterprise Risk Management (ERM)

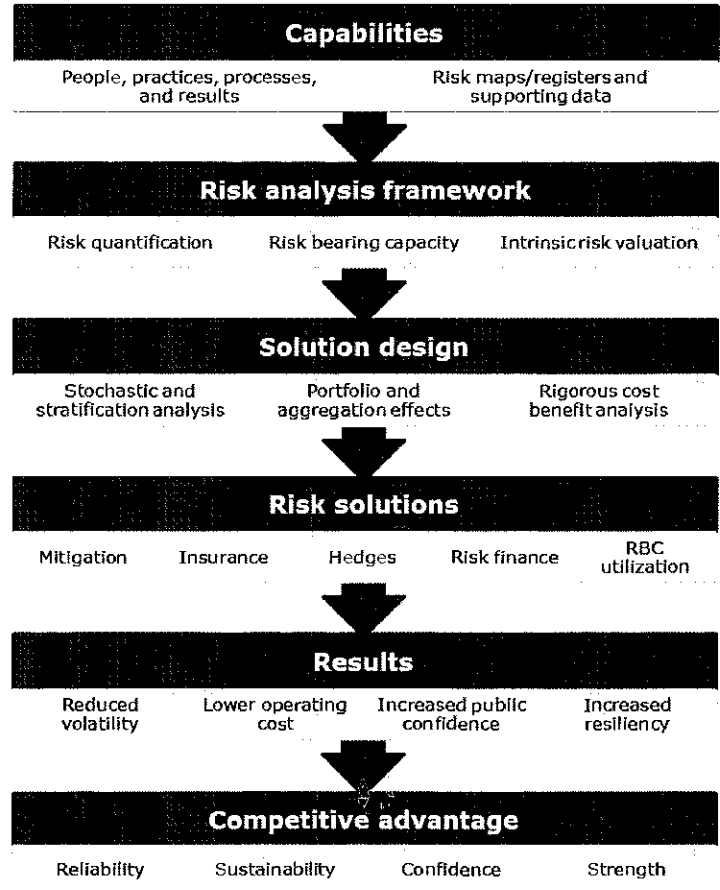
A three-phased approach

Phase I	Phase II	Phase III
<p>Enterprise Risk Assessment</p> <ul style="list-style-type: none"> Clearly define standards for impact and likelihood and vulnerability. What does low, medium, and high mean financially and subjectively? Interview department leaders regarding the top risks in their area. Identify current and planned mitigation. Aggregate findings to a City risk register and map. Identify the top enterprise level (City wide) risks. 	<p>Embedment - Mitigation, Tools, and Measures</p> <ul style="list-style-type: none"> Evaluate potential impact, current mitigation and its effectiveness. Develop improved mitigation plans and metrics to show progress. Plans identify critical events, driving forces, mitigation actions, and monitoring processes. Evaluate correlation effects and overall impact of risk to the City. 	<p>Governance – Reporting and monitoring</p> <ul style="list-style-type: none"> Provide a simple governance structure to ensure accountability and ease of decision making. Summarize data to accommodate current senior leadership reporting. Ensure that ERM is fully embedded as a systematic business process to improve risk-related decision-making and enhance achievement of the City's organizational objectives.

ERM creates value in the financial and insurance markets

The financial and insurance markets reward an organization with a great story to tell, supported by solid facts demonstrating their commitment to excellence in risk management and an ever improving risk profile.

- A robust ERM program provides a strong foundation of risk identification, assessment and quantification that creates a cascade effect resulting in better solution design, continuously improving pre- and post-loss risk mitigation efforts and superior results
- Financial markets and insurance underwriters reward an organization with a constantly improving risk profile with higher ratings, better terms and lower rates
- This leads to stronger, long term relationships that enhance the organization's stability and sustainability



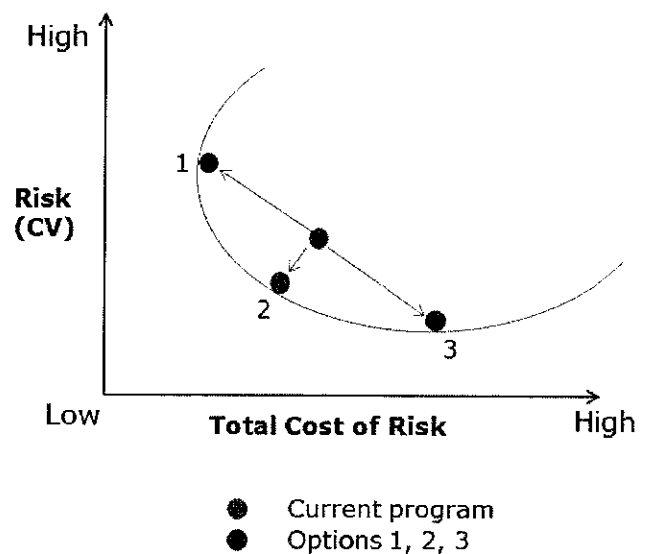
Integrating ERM and traditional insurance

Key questions for the City

- Given the goals and objectives of the City, what key risks should we be concerned about? What is the potential impact of these risks on the City?
- What data do we have available on these risks and how would it be used? By whom? What can we learn from it? What else do we need?
- What analytics can we do to better understand these risks and make better decisions about risk treatment?
- What controls do we have in place now for these risks and how do they compare to best practices? What are the costs and benefits of improvement?
- What will be the most effective risk mitigation and claims management strategy going forward?
- What is the optimal risk finance design – retention, structure, pricing?
- What markets should we choose? How should we best market the program?
- How do we measure the performance of our program and improve?

Our approach delivers results

- Better integration of pre-loss mitigation, risk finance and post-loss cost containment strategies to minimize cost of risk
- A deeper understanding of the City's risks and persuasively using data to develop a program design and marketing approach
- Better analytics to support risk management decision making:
 - Risk analysis and metrics that are better aligned with the City's goals and the metrics used to measure success
 - Helping to define your financial capacity to take risk
 - Analytics that show why a given program design is best suited to protecting your assets and more rigorous cost/benefit comparisons of the various options available to achieve the best economic outcome
- Improved ability to measure the economic value your risk management programs create for the City
- Better alignment between traditional risk management and your broader Enterprise Risk Management (ERM) strategies and practices.



Relative to the current program:

- Option 1 is much lower cost and much higher risk
- Option 2 is somewhat lower cost and lower risk
- Option 3 is much higher cost and much lower risk

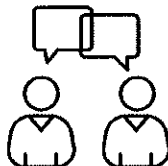
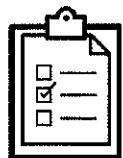
The 3 options are theoretically equal trade-offs depending on how the decision maker values risk and cost.

Risk Performance Navigator

Leveraging expertise and content

- Proprietary technology to WFI. We own the assessment application. Assessment Forge has provided the platform
- Commitment to a risk management improvement process
- Focused on risk management best practices, not just compliance
- Designed to complement our analytics measurement model and provide a detailed analysis of our client's risk management operations
- Focused on exposing opportunities where our clients can reduce their exposures and total cost of risk and prioritizing efforts to execute effectively on improvements

Assessment content



Organizational information	Risk improvement	Employee safety	Claims management	Data analysis
<ul style="list-style-type: none"> • Customer information • Customer contact • Primary industry classification • Assessment lead & team members • Lines of coverage provided • Estimated total cost of risk (TCOR) 	<ul style="list-style-type: none"> • Risk management responsibility • "Cost of risk" awareness • Risk management planning • Management accountability • HR involvement • Risk management resource planning 	<ul style="list-style-type: none"> • Safety culture • Goals & objectives • Management support • Resources / operational structure • Hazard recognition • Safety program content • Safety training & development 	<ul style="list-style-type: none"> • Claims reporting methods • Claims handling procedures • Incident investigation • WC claim procedures • Return to work procedures • Litigation guidelines • Claims admin. resources 	<ul style="list-style-type: none"> • Data usage • Data analytics • Data collection • Types of analytics • Allocation formats • Data integrity

Marketing and placement

Key placements and deliverables

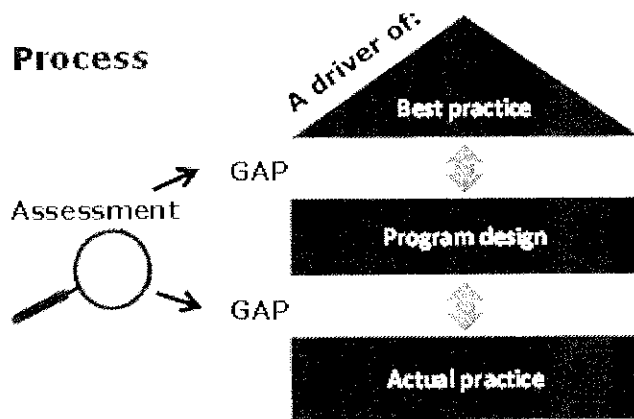


Additional points

- Attend local, regional and national conferences to enhance underwriter relationships
- Assist the City in reviewing contracts & suggesting limits and wording
- Facilitate annual underwriter/CATS meeting in Charlotte or San Francisco saving the City travel expense
- On-going support to the City with airline negotiations by suggesting insurance limits and coverage requirements for airline

Claims consulting

Wells Fargo 360 claims processes and gap assessment



- Adequacy of staffing levels
- Skill level and proficiency of the internal staff
- Claim intake process
- Working relations with claim administrators (if applicable)
- Claim management philosophy
- Reserving and settlement practices
- Claim procedural manual
- Communication and interaction with claims staff and other departments
- Staff training and education
- Key performance measurements
- Working relationship with third party vendors
- Litigation management procedures
- Claim information system utilization

Third party administration vs. self-administration

- Assess current claims management self-administered program -determine strengths/weaknesses of current program structure
- Claims management evaluation:
 - Vision/mission
 - Staffing
 - Claims management performance measurements
 - Connection with field operations
 - Claim information system utilization
 - Connection with safety/loss control
 - Utilization of third party vendors
 - Sponsorship by Executive Management
 - Excess carrier reporting
- Executive report on advantages/disadvantages of self-administration and cost analysis

Benefits of third party administration

- Administration services vetted and approved by carriers and excess carriers, which can provide for greater flexibility in the marketplace
- Potential overall cost savings - FTE costs versus claims administration costs presented by a TPA
- Access to new and efficient program management services (nurse line, litigation management, predictive modeling, etc.)
- Ability to negotiate and establish performance guarantees – outcomes focus
- Access to state of the art claims management information systems – more robust data analytics/loss trending /ad hoc reporting
- Availability of industry benchmarking
- Access to a larger number of resources to assist with difficult/complex claims

How we support you if a change is made

- Examination of claim handling team (adjusters/supervisors/account managers)
 - Schedule visits to key claim handling offices
- Negotiation of TPA service agreement
 - Contract pricing terms
 - Establishment of claim handling instructions
 - Establishment of performance guarantee (if applicable)
- Address insurance carrier claim handling specifications
- Data migration assistance
- Review quality of handling run-in claims (if applicable)
- Assist with accessing and training on claim management information system
- Developing loss reporting schedule
- Address all transition issues
- Review of managed care servicing (vendor utilization, cost/savings reporting)
- Establish claim strategy sessions and claim audit service plan

CyberSure®

What is CyberSure?

- **A no-cost**, interactive Risk Management information system available to all P&C and Employee Benefits clients
- **CyberSure®** is our award-winning Web-based tool helping to organize information and reduce the time our clients spend handling insurance matters
- **Solutions.** Seminars, online training courses, return to work resources, contingency planning materials
- **Resources.** Safety training and loss prevention materials, WC forms and resources, Risk Management materials, informational services
- **eServices.** Accounting tools, certificate management, claims management, add/delete vehicles, request policy changes, custom databases, and RM intranet

CyberSure functions include the following:

- On-line policy access
- Certificate of insurance issuance and management
- Risk management information portal
- Risk control library
- Summaries of insurance and program organization
- Policy changes and requests
- Claims reporting and history
- Premium summary and accounting activity

CyberSure® - at work for the City

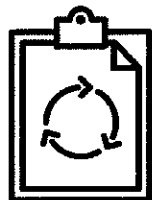
- 48 current users
- My Documents stores policies for easy access.
- Currently 18 departments set up to use third party certificate tracking
- Over 800 certificates are part of the third party tracking program on CyberSure

What our clients are saying

“As the day-to-day servicer of my company’s insurance program, I think that CyberSure is truly a game changing broker-client interface. Beyond the usual document storage and uploading, certificate management notable has been reduced to a few easy clicks; I can instantly generate ACORD certificates for clients, specifically tailored to contracts, and I can do it all from anywhere with an incredibly handy accompanying mobile application. No other broker can provide this level of functionality, and Wells Fargo Insurance is continuously upgrading the platform based on client feedback anyway.”

- Tyler Guth, ARM, Insurance and Claims, FIS Global

Why Wells Fargo?



Industry experts with in-depth knowledge and experience

Our approach: the risk management process

Excellent market relationships and strong claims advocacy

Broad menu of risk management services

Consultation on contracts and other risk management services

Notes



City of Charlotte

Agenda Date: 11/14/2016

Agenda #: 68.File #: 15-3898 Type: Consent Item

Risk Management Insurance Broker Services

Action:

- A. Authorize the City Manager to negotiate and approve a unit price contract with Wells Fargo Insurance Services for insurance broker services for an initial term of three years, and**

- B. Authorize the City Manager to renew the contract for up to two additional, one-year terms with possible price adjustments and to amend the contract consistent with the City's business needs and the purpose for which the contract was approved.**

Staff Resource(s):

Daniel Pliszka, Management & Financial Services

Explanation

- Management & Financial Services - Risk Management provides insurance and risk management services through an interlocal agreement with the City, Mecklenburg County (County), and the Charlotte-Mecklenburg Schools Board of Education (School Board).
- The interlocal agreement divides risk management administrative costs three ways based on total cost:
 - City pays 55%,
 - County pays 25%, and
 - School Board pays 20%.
- Risk Management purchases approximately \$8,000,000 in various insurance coverages each year.
- Insurance broker services performed include:
 - The placement of appropriate insurance policies to cover numerous risks and liabilities;
 - Management of the insurance components of the City, County, and School Board; and
 - Assistance with the management of the total cost of risks related to the program.
- Given the size of the risk profile, the City, County, and School Board place high demands on the selected insurance broker and expect high-quality customer service in return. This high level of customer service requires responsiveness from all levels of the broker, extensive experience, and the use of advanced technology for modeling and analytics.
- On July 18, 2016, the City issued a Request for Proposals (RFP) for Insurance Broker Services. In response to the RFP, the City received six proposals from interested service providers.
- The Project Team, consisting of staff from Management & Financial Services, the County, and School Board evaluated the proposals and determined that Wells Fargo Insurance Services best meets the needs in terms of qualifications, experience, cost, and responsiveness to the RFP requirements.
- Staff anticipates renewing the contract for up to two additional, one-year terms at costs as indicated in the contract, which is available upon request.
- The company will be paid on an annual commission basis and the estimated annual contract

Agenda #: 68.**File #:** 15-3898 **Type:** Consent Item

expenditures are \$265,000.

Charlotte Business INclusion

No subcontracting goal was established because there are no subcontracting opportunities (Part C: Section 2.1 (a) of the Charlotte Business INclusion Policy).

Fiscal Note

Funding: Insurance and Risk Fund

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**AGREEMENT TO PROVIDE
INSURANCE BROKER SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into as of this 3rd day of January, 2017 (the "Effective Date"), by and between Wells Fargo Insurance Services USA, Inc. a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2017-001) for Insurance Broker Services dated July 18, 2016. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the City desires that the Company provide certain Insurance Broker Services ("Services"), and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Wells Fargo Insurance Services in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: PRICE SCHEDULE
- 1.2. EXHIBIT B: SCOPE OF WORK
- 1.3. APPENDIX A: SERVICE CATEGORIES AND RESPONSIBILITIES

2. DEFINITIONS.

- 2.1. *ACCEPTANCE* – Refers to the receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria set forth in this Contract.
- 2.2. *AFFILIATES* – Refers to all departments or units of the City and all other governmental units, towns, boards, committees or municipalities for which the City processes data or performs services that involve the Deliverables or Services.
- 2.3. *CITY* - Refers to the City of Charlotte, North Carolina.
- 2.4. *CITY PROJECT MANAGER* - Refers to a specified City employee representing the best interests of the City for this Project.
- 2.5. *CMS* - Refers to Charlotte-Mecklenburg Schools.
- 2.6. *COI* - Refers to certificates of insurance.
- 2.7. *COMPANY* - Refers to Wells Fargo Insurance Services.

- 2.8. *COMPANY PROJECT MANAGER* - Refers to a specified Company employee representing the best interests of the Company for this Project.
- 2.9. *CONTRACT* - Refers to this written agreement executed by the City and Company for the Services as outlined herein.
- 2.10. *COUNTY* - Refers to Mecklenburg County, North Carolina.
- 2.11. *DELIVERABLES* - Refers to all tasks, reports, information, designs, plans and other items, which the Company is required to complete and deliver to the City in connection with this Contract.
- 2.12. *DEPARTMENT*. Refers to a department within the City of Charlotte.
- 2.13. *DOCUMENTATION* - Refers to all written, electronic, or recorded works, that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are published or provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the Deliverables or Services.
- 2.14. *EFFECTIVE DATE* - Refers to the date this Contract is fully executed by all parties to the Contract.
- 2.15. *ENTITIES* - Refers to the City, the County, the Charlotte-Mecklenburg Board of Education, the Public Library of Charlotte and Mecklenburg County (PLCMC), and the Charlotte Regional Visitors Authority (CRVA).
- 2.16. *INSURANCE SCHEDULE* - Refers to a list of coverages expiring for which the City will require marketing and placement.
- 2.17. *MEDIC* - Refers to the Mecklenburg County 9-1-1 emergency medical services.
- 2.18. *RETENTIONS* - Refers to Self-Insurance Retentions (SIR), the amount to be paid by the insured before insurance coverage is triggered.
- 2.19. *RISK MANAGEMENT* - Refers to the Office of Risk Management of the Management & Financial Services Department of the City.
- 2.20. *SERVICES* - Refers to the Insurance Broker Services as requested in this Contract.
- 2.21. *SPECIFICATIONS AND REQUIREMENTS* - Refers to all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Deliverables and Services which are set forth or referenced in: (i) this Contract; (ii) the Documentation; and (iii) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
- 2.22. *UNDERWRITERS* - Refers to the various insurance company representatives that evaluate and price various risks to be insured under a policy of insurance.
- 2.23. *WORK PRODUCT* - Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this Contract, and all partial, intermediate or preliminary versions of any of the foregoing.

3. DESCRIPTION OF SERVICES.

The Company shall be responsible for providing the Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.

4. COMPENSATION.

4.1. TOTAL FEES AND CHARGES

The City agrees to pay the Company on a yearly basis. The City agrees to pay the Company for the Services at the rates set forth in Exhibit A, which shall remain firm for the duration of the Contract.

4.2. **NO EXPENSES CHARGEABLE.**

The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

4.3. **EMPLOYMENT TAXES AND EMPLOYEE BENEFITS.**

The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.

4.4. **INVOICES.**

Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include the City purchase order number for purchases made under the Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to cocap@charlottenc.gov with Accounts Payable (or AP) in the subject line and a copy emailed to Chrislee Gibson at cgibson@charlottenc.gov.

Invoices that are addressed directly to City departments and not to Accounts Payable may not be handled as quickly as invoices that are addressed correctly.

4.5. **DUE DATE OF INVOICES.**

Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

4.6. **PRE-CONTRACT COSTS.**

The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.

4.7. **AUDIT.**

During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. RECORDS.

The Company shall be responsible for keeping a record that accurately states the type of Service performed. The City shall have the right to audit the Company's invoices, expense reports and other documents relating to the Services performed under the Contract, and shall not be required to pay for Services which did not occur, or which occurred in breach of the Contract. The Company shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday, whenever requested by the City.

6. TIME IS OF THE ESSENCE.

Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and

resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

7. NON-APPROPRIATION OF FUNDS.

If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

8. COMPANY PROJECT MANAGER.

The duties of the Company Project Manager include, but are not limited to:

- 8.1. Management of the overall Services by monitoring, reporting and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
- 8.2. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
- 8.3. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
- 8.4. Communication among and between the City and the Company's staff;
- 8.5. Promptly responding to the City Project Manager when consulted in writing or by E-mail;
- 8.6. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
- 8.7. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
- 8.8. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Services.

9. CITY PROJECT MANAGER.

The duties of the City Project Manager are to (1) ensure that the Company delivers all requirements and specifications in the Contract; (2) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (3) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (4) act as the City's point of contact for all aspects of the Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.

10. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.

The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel,

equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

11. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.

11.1. The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing.

11.2. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.

12. BACKGROUND CHECKS.

Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

- If the job duties require driving: A motor vehicle records check.
- If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

13. ACCEPTANCE OF TASKS AND DELIVERABLES.

Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit B), the Company shall submit a written notice to the City's Project Manager stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the City Project

Manager indicating acceptance of such Deliverable(s).

If the City Project Manager is not satisfied that the Deliverable(s) have been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (a) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (b) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty- (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

14. NON-EXCLUSIVITY.

The Company acknowledges that it is one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

15. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.

Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

16. REPRESENTATIONS AND WARRANTIES OF COMPANY.

16.1. GENERAL WARRANTIES.

- 16.1.1. The Services shall satisfy all requirements set forth in the Contract, including but not limited to the attached Exhibits;
- 16.1.2. The Services provided by the Company under the Contract will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party;
- 16.1.3. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under the Contract by virtue of interruptions in the computer systems used by the Company;
- 16.1.4. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 16.1.5. Neither the Services, nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
- 16.1.6. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit B;
- 16.1.7. All information provided by the Company about each of their employees is accurate; and
- 16.1.8. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.

16.2. ADDITIONAL WARRANTIES.

The Company further represents and warrants that:

- 16.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good

standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;

- 16.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 16.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
- 16.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 16.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 16.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

17. OTHER OBLIGATIONS OF THE COMPANY.

17.1. WORK ON CITY'S PREMISES.

The Company and all their employees will, whenever on the City's premises, obey all instructions and City policies that are provided to them with respect to performing Services on the City's premises.

17.2. RESPECTFUL AND COURTEOUS BEHAVIOR.

The Company shall assure that its employees interact with City employees and with the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

17.3. REPAIR OR REPLACEMENT OF DAMAGE EQUIPMENT OR FACILITIES.

In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.

17.4. REGENERATION OF LOST OR DAMAGED DATA.

With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.

17.5. E-VERIFY.

Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

17.6. IRAN DIVESTMENT ACT.

Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

18. REMEDIES.

18.1. RIGHT TO COVER.

If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:

- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
- b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.

18.2. **RIGHT TO WITHHOLD PAYMENT.**

If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.

18.3. **SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.**

The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches the Contract.

18.4. **SETOFF.**

Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.

18.5. **OTHER REMEDIES.**

Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

19. TERM AND TERMINATION OF CONTRACT.

19.1. **TERM.**

This Contract shall commence on the Effective Date and shall continue in effect for three (3) years with the City having the unilateral right to renew for two (2) consecutive one (1) year terms.

19.2. **TERMINATION BY THE CITY.**

The City may terminate the Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The forgoing payment obligation is contingent upon: (i) the Company having fully complied with Section 19.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered by each Company employee through the termination date and the percentage of completion of each task.

19.3. **TERMINATION FOR DEFAULT BY EITHER PARTY.**

By giving written notice to the other party, either party may terminate the Contract upon the occurrence of one or more of the following events:

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Contract, provided that, unless otherwise stated in the Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b. The other party attempts to assign, terminate or cancel the Contract contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

19.4. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.

By giving written notice to the Company, the City may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;
- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the Contract, or failure to provide the proof of insurance as required by the Contract.

19.5. NO SUSPENSION.

In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in the Contract, the Company agrees that it will not terminate the Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

19.6. CANCELLATION OF ORDERS AND SUBCONTRACTS.

In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a

statement to the City showing in detail the Services performed under this Contract to the date of termination.

19.7. **AUTHORITY TO TERMINATE.**

The following persons are authorized to terminate this Contract on behalf of the City: (a) the City Manager, any Assistant City Manager, or any designee of the City Manager; or (b) the Department Director of the City Department responsible for administering this Contract.

19.8. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.**

Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that is owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in this Contract.

19.9. **NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.**

Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

19.10. **OTHER REMEDIES.**

The remedies set forth in this Section and **Section 19** shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.

20. TRANSITION SERVICES UPON TERMINATION.

Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Services of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the Services on an as-needed basis; and
- Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

21. CHANGES.

In the event changes to the Services (collectively "Changes"), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a "Change Statement"). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

22. CITY OWNERSHIP OF WORK PRODUCT.

- 22.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.
- 22.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City's prior written consent, and shall treat the Intellectual Property as "Confidential Information" pursuant to Section 26 of the Contract.
- 22.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

23. RELATIONSHIP OF THE PARTIES.

The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

24. INDEMNIFICATION.

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising

from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This **Section 24** shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

25. SUBCONTRACTING.

Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

26. CONFIDENTIAL INFORMATION.

26.1. CONFIDENTIAL INFORMATION.

Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

- 26.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 26.1.2. *Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."*
- 26.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
- 26.1.4. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 26.1.5. *Citizen or employee social security numbers collected by the City.*
- 26.1.6. *Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems.* This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 26.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*
- 26.1.8. *Any attorney / City privileged information disclosed by either party.*

- 26.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 26.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
- 26.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 26.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
- 26.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 26.1.3 through 26.1.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

26.2. RESTRICTIONS.

The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 26.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
- 26.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.
- 26.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 26.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 26.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City’s vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
- 26.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

26.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

26.3. **EXCEPTIONS.**

The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:

26.3.1. Was already known to the Company prior to being disclosed by the disclosing party;

26.3.2. Was or becomes publicly known through no wrongful act of the Company;

26.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;

26.3.4. Was used or disclosed by the Company with the prior written authorization of the City;

26.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;

26.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.

26.4. **UNINTENTIONAL DISCLOSURE.**

Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

26.5. **REMEDIES.**

The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

27. INSURANCE.

27.1. **TYPES OF INSURANCE.**

Company shall obtain and maintain during the life of this Contract, with an insurance Company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, the following insurance:

27.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

27.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company. The amounts of such insurance shall not be less than \$2,000,000 bodily injury each occurrence/aggregate and \$2,000,000 property damage each occurrence/aggregate, or \$2,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations,

personal and advertising injury and contractual liability, assumed under the indemnity provision of this Contract.

- 27.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.
- 27.1.4. Professional Errors and Omissions. Insurance with a limit not less than \$10,000,000 per claim per occurrence that shall protect the Company and the Company employees from negligent acts, errors or omissions, and performing professional services under this Contract.
- 27.1.5. Fidelity Bond. Employee dishonesty coverage on all Company employees with a limit of not less than \$1,000,000 each claim, the Company shall guarantee that the City will not sustain any losses as a result of any dishonest act by its officers and employees in performance of Services.

The Company shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City for compliance of the insurance requirements herein. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

27.2. OTHER INSURANCE REQUIREMENTS.

- 27.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.
- 27.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the automobile and general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.
- 27.2.3. Certificates of such insurance will be furnished to the City. The Company shall provide the City with no less than thirty (30) days written notice prior to any material amendment or termination of a policy that results in non-compliance with the insurance requirements herein.
- 27.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.
- 27.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

28. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, marital status, familial status, sexual orientation, gender identity, gender expression, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply

opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five (5) years, including the total dollar amount paid by Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

29. NOTICES AND PRINCIPAL CONTACTS.

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Company:

Hal Guice
Senior Account Executive / South Region
Wells Fargo Insurance Services USA, Inc.
6100 Fairview Rd., 14th Fl.
Charlotte, NC 28222
PHONE: 704-55-1839
FAX: 866-332-3051
E-MAIL: hal.guice@wellsfargo.com

For the City:

Kay Elmore
City of Charlotte
Procurement Management Division
600 East Fourth Street, CMGC 9th Floor
Charlotte, NC 28202-2850
PHONE: 704-336-2524
FAX: 704-336-2258
kelmore@ci.charlotte.nc.us

With Copy To (Company):

Erin Slater
Senior Counsel & Vice President
Wells Fargo Law Department
10 S. Wacker Dr., Fl. 22
Chicago, IL 60606

With Copy To (City):

Cindy White
City of Charlotte
City Attorney's Office
600 East Fourth Street
CMGC 15th Floor
Charlotte, NC 28202
PHONE: (704)336-3012
cwhite@ci.charlotte.nc.us

PHONE: 312-592-6084

EMAIL: erin.slater@wellsfargo.com

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

30. MISCELLANEOUS.

30.1. ENTIRE AGREEMENT.

This Contract is the entire agreement between the parties with respect to its subject matter, and there

are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

30.2. AMENDMENT.

No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.

30.3. GOVERNING LAW AND JURISDICTION.

The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

30.4. BINDING NATURE AND ASSIGNMENT.

This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

30.5. CITY NOT LIABLE FOR DELAYS.

It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.

30.6. FORCE MAJEURE.

30.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

30.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

30.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event

prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.

30.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

30.7. SEVERABILITY.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

30.8. NO PUBLICITY.

No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.

30.9. APPROVALS.

All approvals or consents required under this Contract must be in writing.

30.10. WAIVER.

No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

30.11. SURVIVAL OF PROVISIONS.

The following sections of this Contract shall survive the termination hereof:

Section 4.3 "Employment Taxes and Employee Benefits"
Section 16 "Representations and Warranties of Company"
Section 19 "Term and Termination of Contract"
Section 22 "City Ownership of Work Product"
Section 24 "Indemnification"
Section 26 "Confidential Information"
Section 27 "Insurance"
Section 29 "Notices and Principal Contacts"
Section 30 "Miscellaneous"

30.12. CHANGE IN CONTROL.

In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

30.13. DRAFTER'S PROTECTION.

Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation

against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

30.14. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.

The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.

30.15. CONFLICT OF INTEREST.

The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.

30.16. NO BRIBERY.

The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.

30.17. HARASSMENT.

The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.

30.18. TRAVEL UPGRADES.

The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract unless this Contract specifically requires reimbursement. If this Contract requires reimbursement by the City: (a) the City will only pay coach/economy rate airline fares, and (b) the Company's invoices shall include sufficient detail of travel expenses to demonstrate that fares were at coach/economy rates. Notwithstanding the forgoing, nothing in this provision shall preclude complimentary upgrades to first class or business class seating, mileage, points, or credits based upgrades, or upgrades paid for by the contractor so long as the City is not charged for or asked to reimburse the upgrade charge or the value of the miles, points, or credits used.

30.19. TAXES.

Except as specifically stated elsewhere in this Contract, the Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

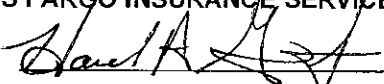
30.20. COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

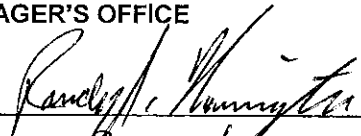
[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

WELLS FARGO INSURANCE SERVICES:

BY: 
PRINT NAME: Harold A Guice Jr
TITLE: Assistant Vice President
DATE: 10/19/2016

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
PRINT NAME: Randy Harrington
TITLE: CFO
DATE: 11/20/16

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION

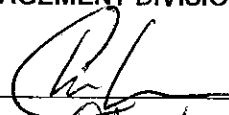
BY: 
PRINT NAME: Christee Gibson
TITLE: Asst Mgr
DATE: 11/17/16

EXHIBIT A

PRICE SCHEDULE

This Price Schedule is an Exhibit to and is incorporated into the Services Contract between the City of Charlotte and Wells Fargo Insurance Services (the "Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

The Company shall charge the City \$265,000 per year for the Services described in Exhibit B.

Coverages in place in FY2017 are considered included in the stated Services. Any other coverages added throughout the term of the Contract will be done so at a mutually agreed upon rate at the time of addition.

EXHIBIT B

SCOPE OF WORK

This Scope of Work is an Exhibit to and is incorporated into the Services Contract between the City of Charlotte and Wells Fargo Insurance Services (the "Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

1. General Scope.

The City requires a qualified insurance brokerage firm to perform Services for the City of Charlotte. Through an inter-local agreement, the City's Office of Risk Management provides property and casualty risk management services to: the City of Charlotte, Mecklenburg County, the Charlotte-Mecklenburg Board of Education, the Public Library of Charlotte and Mecklenburg County (PLCMC), MEDIC, and the Charlotte Regional Visitors Authority (CRVA). Collectively, these organizations are known herein as the Entities. The Company shall perform work and services on assignments related to supporting the Entities in their risk management and insurance needs. Services include market analysis, coverage recommendations and placements, consulting services and other related services.

2. Service Categories.

Appendix A includes all service categories including primary and excess insurance placement, claims reporting and counseling, risk management and control consulting, enterprise risk management consulting, market trend analysis, communications of emerging risk topics, industry specialization, and other miscellaneous services related to risk financing, transfer and management.

3. Services and Responsibilities.

Due to the complexity of the risk management programs it is necessary that brokerage services be comprehensive and provide strong support of the Entities' missions. The Company shall provide the following Services:

3.1. Risk Financing.

The Company shall assist in the development and maintenance of risk financing plans that enable success in over-all financial planning and budgeting; coordinate with actuarial efforts and provide comprehensive information on market conditions and trends; support innovative design of and alternatives for the most cost effective risk financing methods; and design risk financing programs that provide adequate policy limits, lowest feasible retentions and costs with appropriate segregation of risks.

3.2. Insurance Renewal Applications, Policy Review and Policy Delivery.

At least 120 days prior to the expiration of each policy, an underwriter's application shall be delivered to the City for review and completion. Upon renewal or placement of new policies, the Company shall review all policies and endorsements to ensure and confirm accuracy of policy terms and conditions prior to delivery of policies for review and acceptance by the City. The City requires new or renewal policy delivery in digital format within ninety (90) days of expiration, renewal or policy anniversary dates.

3.3. Marketing.

The Company shall provide marketing at the direction of the City when it is determined to be in its best interest to approach markets regarding pricing and/or coverage. The Company shall organize, develop, and present to underwriters all necessary data for the marketing of risk financing plans; review the marketing plan documents with the City for approval to proceed prior to going to the market; facilitate, as directed, meetings/discussions between underwriters and the City; and negotiate and present to the City the best risk financing and/or insurance policy terms, conditions and premium rates.

The Company shall evaluate the underwriter(s) and their respective companies, and report to the City, on financial stability and service commitment to clients; review and advise RMD on policy language

for proper application to risk. For each policy renewal process, the Company shall meet with the City to set a pre-determined renewal time-line showing key deadline dates and present marketing results no later than thirty (30) days prior to renewal of coverage. The marketing report for each renewal will include summaries of the following:

- Current program versus renewal options including all terms, conditions, premium rates, market quotes and/or those carriers denying to quote and the reasons; and
- Underwriter(s) ratings and broker's recommendations.

The Company shall be responsible for verification of policy terms, conditions, language, and form, compliance with regulatory requirements and consistency with expiring policy prior to delivery of said policies.

3.4. Claims and Loss Support.

The Company shall support claim submittals from the City in such a manner as to ensure proper team member(s) assignment to receive and process Entity claims. The Company will direct and assist underwriter's claims administration personnel, representing at all times, the best interest of the City.

3.5. Risk Control.

The Company shall provide resources to assist in development and maintenance of a comprehensive risk control program which will continue to grow in size and complexity with the activation of new work projects developed in various strategic and economic plans for the future including, but not limited to, regional transit plans, regional commuter rail, light rail, intermodal and bus transportation systems.

3.6. Availability.

The account executive and account team assigned to service the City shall be available on a normal daily basis to address daily activities associated with this account, including face-to-face and telephonic consultation on an as-needed basis and sometimes at a moment's notice.

4. Reporting Requirements.

The Company shall provide an annual report within ninety (90) days of the end of the fiscal year for the City, July 1st through June 30th, which shall include, but not be limited to:

- A schedule of policies in force; respective policy premiums, losses, fees earned or waived; and
- Development and trends in the markets addressing each coverage and recommendations for change or enhancement of the risk financing program.

5. Certificate of Insurance Management System.

The Company shall provide an online management system capable of storing and tracking certificates of insurance (COIs) from City vendors. Requirements include, but are not limited to:

- Easily trainable to and used by a minimum of 100 Entity users;
- Ability to upload, store, track, and export COIs;
- Functionality to send email to Entity vendors a set number of days before COI(s) expire. Emails should be customizable by the City or the Company;
- Allow separation of Entity users and COIs by department;
- Ability to track COIs by contract; and
- Search capabilities by vendor name, vendor number, contract name, contract number, expiration date.

The Company shall provide unlimited training and support for their COI system. Description of such a system should be included in a Company's response to Section 6, Form 8. The Company shall assist the City with transition from their current system as required.

APPENDIX A

SERVICE CATEGORIES AND RESPONSIBILITIES

The following are the categories of services that the City of Charlotte RMD requires. Each proposal will be reviewed and evaluated for evidence of experience in insurance brokerage and consulting services relative to these areas:

1. Primary and Excess Insurance Placement for:
 - a. Aircraft Hull and Liability (Police Helicopters);
 - b. Aviation Liability;
 - c. Boiler and Machinery;
 - d. Builders' Risk;
 - e. Commercial Auto Liability;
 - f. Directors and Officers;
 - g. Employment Practices Liability;
 - h. Fidelity and Crime Bonding;
 - i. General Liability;
 - j. Light Rail Physical Damage;
 - k. Mass Transit/Rail Liability;
 - l. Property;
 - m. Property and Casualty inclusive of premises and operations;
 - n. Public Officials/School Leaders Errors and Omissions Liability;
 - o. Railroad Protective Liability;
 - p. Volunteer Accident;
 - q. Workers' Compensation; and
 - r. Other coverages as warranted and/or needed

2. Claims Reporting and Counseling
3. Risk Management/Risk Control Consulting
4. Enterprise Risk Management Consulting
5. Market Trend Analysis
6. Communications of Emerging Risk Topics
7. Industry Specialization, including but not limited to:
 - a. Aviation;
 - b. Construction and possibly Owner Controlled Insurance Programs (OCIP's);
 - c. Emergency Services and Preparedness;
 - d. General Public Risk Management;
 - e. Law Enforcement;
 - f. Policy Evaluation and Management; and
 - g. Transportation including busses and light rail.

8. Miscellaneous services related to risk financing/transfer or management

Current Insurance Schedule.

The schedules of insurance for the City, the County, and CMS are attached in Appendix B of this RFP to provide a general sense of the current risk transfer activities. These are offered for information purposes only and should not be taken as future indicators.