



State of Arkansas
Bureau of
Legislative Research

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REQUEST FOR PROPOSAL

RFP Number: BLR-230001	
Commodity: Education Facilities Property Insurance Consulting Services	Proposal Opening Date: August 21, 2023
Date: July 24, 2023	Proposal Opening Time: 4:00 P.M. CDT

PROPOSALS SHALL BE SUBMITTED IN HARD COPY AND ELECTRONIC FORMAT AND WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING, AND VENDOR'S RETURN ADDRESS. THE ELECTRONIC SUBMISSIONS SHOULD BE CLEARLY MARKED AS A PROPOSAL IN RESPONSE TO RFP NO. BLR-230001. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE BUREAU OF LEGISLATIVE RESEARCH.

Vendors are responsible for delivery of their proposal documents to the Bureau of Legislative Research prior to the scheduled time for opening of the particular proposal. When appropriate, Vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the Bureau of Legislative Research office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, FedEx, and DHL, deliver mail to our street address, 500 Woodlane Street, State Capitol Building, Room 315, Little Rock, Arkansas 72201, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: 500 Woodlane Street State Capitol Building, Room 315 Little Rock, Arkansas 72201	PROPOSAL OPENING LOCATION: Bureau of Legislative Research Director's Office State Capitol Building, Room 315
E-MAIL: thayerj@blr.arkansas.gov	
TELEPHONE: (501) 683-0720	

Company Name: Cadence Insurance

Name (type or print): William B. Birch

Title: Sr. Vice President – Risk Consultant

Address: 17900 Chenal Parkway, Suite 100; Little Rock, AR 72223

Telephone Number: Office Direct: (501) 454-8687; Mobile (501) 454-8687

Fax Number: (501) 614-1470

E-Mail Address: bill.birch@cadenceinsurance.com

Identification:

Federal Employer ID Number
72-1381997

Social Security Number

**FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY
RESULT IN PROPOSAL REJECTION**

Business Designation (check one):	Individual []	Sole Proprietorship []	Public Service Corp []
	Partnership []	Corporation [X]	Government/ Nonprofit []

GENERAL DESCRIPTION:	Education Facilities Property Insurance Consulting Services
TYPE OF CONTRACT:	Term

MINORITY BUSINESS POLICY

Participation by minority businesses is encouraged in procurements by state agencies, and although it is not required, the Bureau of Legislative Research ("BLR") supports that policy. "Minority" is defined at Arkansas Code Annotated § 15-4-303 as "a lawful permanent resident of this state who is: (A) African American; (B) Hispanic American; (C) American Indian; (D) Asian American; (E) Pacific Islander American; or (F) A service-disabled veteran as designated by the United States Department of Veteran Affairs". "Minority business enterprise" is defined at Arkansas Code Annotated § 15-4-303 as "a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Vendors unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

Cadence Insurance Response: Cadence Insurance partners with Insurance Pros of Central Arkansas. Insurance Pros of Arkansas (IPCA) is an independent agency that former Farmers Insurance agents Shelton Stubbs and LeJuan Washington established in 2014. IPCA is recognized as a Certified Minority Business Enterprise (CMBE) by the Arkansas Economic Development Commission (AEDC).

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Vendor shall submit a copy of the Vendor's Equal Opportunity Policy. EO Policies shall be submitted in hard copy and electronic format to the Bureau of Legislative Research accompanying the solicitation response. The Bureau of Legislative Research will maintain a file of all Vendor EO policies submitted in response to this solicitation. The submission is a one-time requirement, but Vendors are responsible for providing updates or changes to their respective policies.

Cadence Insurance Response: Our Equal Employment Opportunity Policy is included in our response appendix.

EMPLOYMENT OF ILLEGAL IMMIGRANTS

The Vendor shall certify prior to award of the contract that it does not employ or contract with any illegal immigrants in its contract with the Bureau of Legislative Research. Vendors shall certify on the Proposal Signature Page and online at <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new> . Any subcontractors used by the Vendor at the time of the Vendor's certification shall also certify that they do not employ or contract with any illegal immigrant. Certification by the subcontractors shall be submitted within thirty (30) days after contract execution.

Cadence Insurance Response: Our Arkansas DFA Immigrant Disclosure is included in our response appendix.

RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant to Arkansas Code § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

By checking the designated box on the Proposal Signature Page, the Vendor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

Cadence Insurance Response: The designated box is checked and form signed on the Proposal Signature Page in section 5.1 of this response.

RESTRICTION OF BOYCOTT OF ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES

Pursuant to Arkansas Code § 25-1-1001, et seq., a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of energy, fossil fuel, firearms, or ammunition industries. The prohibition does not apply to a company that offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

By checking the designated box on the Proposal Signature Page, the Vendor agrees and certifies that they do not, and will not for the duration of the contract, boycott of energy, fossil fuel, firearms, or ammunition industries.

Cadence Insurance Response: The designated box is checked and form signed on the Proposal Signature Page in section 5.1 of this response.

DISCLOSURE FORMS

Completion of the EO-98-04 Governor's Executive Order contract disclosure forms located at <http://www.dfa.arkansas.gov/offices/procurement/Documents/contgrantform.pdf> is required as a condition of obtaining a contract with the Bureau of Legislative Research and shall be submitted with the Vendor's response.

Cadence Insurance Response: Our EO-98-04 Executed Form is included in our response appendix.

SECTION I. GENERAL INFORMATION

Cadence Insurance Response: Cadence Insurance acknowledges and agrees to the terms and conditions of Section I; General Information; Paragraphs 1.0 through 1.32. Licensing information is included in our response appendix.

1.0 INTRODUCTION

The purpose of this Request for Proposals ("RFP") issued by the Bureau of Legislative Research ("BLR") is to invite responses ("Proposals") from Vendors desiring to provide Education Facilities Property Insurance Consulting Services for the Executive Subcommittee of the Legislative Council (the "Subcommittee").

The BLR intends to execute one (1) contract as a result of this procurement ("the Contract"), if any contract is issued at all, encompassing all of the products and services contemplated in this RFP, and Proposals shall be evaluated accordingly. All Vendors must fully acquaint themselves with the needs and requirements of the General Assembly and the BLR and obtain all necessary information to develop an appropriate solution and to submit responsive and effective Proposals. The Vendor Selection Process for this procurement shall be conducted by the Executive Subcommittee of the Legislative Council (the "Subcommittee"), with ultimate contract approval by the Legislative Council.

1.1 ISSUING AGENCY

This RFP is issued by the BLR for the Subcommittee. The BLR is the sole point of contact in the state for the selection process. Vendor questions regarding RFP-related matters should be made in writing (via e-mail) through the BLR's Chief Legal Counsel, Jillian Thayer, thayerj@blr.arkansas.gov. Questions regarding technical information or clarification should be addressed in the same manner.

1.2 SCHEDULE OF EVENTS

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| • Release RFP | July 24, 2023 |
| • Deadline for submission of questions | August 14, 2023 |
| • Closing for receipt of proposals and opening of proposals | August 21, 2023 at 4:00 p.m. CDT |
| • Evaluation of proposals by BLR | August 21, 2023 to August 31, 2023 |
| • Proposals released to Subcommittee | September 1, 2023 |
| • Selection of Vendors to make Oral Presentations | To Be Announced by Subcommittee |
| • Oral Presentations/Intent to Award | To Be Announced by Subcommittee |
| • Approval of draft contract by the Policy-Making Subcommittee of the Legislative Council | Week of September 11-15, 2023 |
| • Approval of final contract by the Legislative Council | September 15, 2023 |
| • Contract Execution and Start Date | Upon approval of the Legislative Council |

Proposals are due no later than the date and time listed on Page 1 of the RFP.

1.3 CAUTION TO VENDORS

- Vendors shall not contact members of the Subcommittee or the BLR regarding this RFP or the Vendor Selection process from the time the RFP is posted until the Intent to Award is issued, other than through submission of questions in the manner provided for under Section 1.7 of this RFP. The BLR will initiate all other necessary contact with Vendors. ***Any violation of this requirement can be considered a basis for disqualification of the Vendor by the Subcommittee.***
- Vendors shall respond to each numbered paragraph of the RFP, including by written acknowledgment of the requirements and terms contained in paragraphs that require no other response. (e.g. "Section 1.3. Vendor acknowledges and agrees with the requirements set forth in this section.") Failure to provide a response will be interpreted as an affirmative response or agreement to the conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response, and Vendor must identify the specific page and paragraph being referenced.
- On or before the date and time specified on page one of this RFP, Vendors shall submit:
 - a. One (1) signed original hard copy of the original proposal and the Official Proposal Price Sheet ("OPPS");
 - b. Fifteen (15) additional copies of the redacted proposal and the OPPS (If no redacted version is submitted, then 15 copies of the original proposal.); and
 - c. If the Vendor's proposal contains information that is proprietary and confidential, two (2) electronic versions of the proposal (one (1) redacted electronic version and one (1) unredacted

electronic version) on CD, flash drive, or via e-mail. However, if there is no information to redact, one (1) electronic version of the proposal is sufficient.

- If emailing electronic versions, send to Jillian Thayer at thayerj@blr.arkansas.gov.
- Failure to submit the required number of copies with the proposal may be cause for rejection.
- For a proposal to be considered, an official authorized to bind the Vendor to a resultant contract must have signed the proposal **and** the Official Proposal Price Sheet.
- All official documents shall be included as part of the resultant Contract.
- The Subcommittee reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the Subcommittee to do so. Proposals may be rejected for one or more reasons not limited to the following:
 - a. Failure of the Vendor to submit his or her proposal(s) on or before the deadline established by the issuing office;
 - b. Failure of the Vendor to respond to a requirement for oral/written clarification, presentation, or demonstration;
 - c. Failure to supply Vendor references;
 - d. Failure to sign the original proposal **and** the Official Proposal Price Sheet;
 - e. Failure to complete and sign the Official Proposal Price Sheet(s);
 - f. Any wording by the Vendor in its response to this RFP, or in subsequent correspondence, that conflicts with or takes exception to a requirement in the RFP; or
 - g. Failure of any proposed services to meet or exceed the specifications.

1.4 RFP FORMAT

Any statement in this document that contains the word “must” or “shall” means that compliance with the intent of the statement is mandatory, and failure by the Vendor to satisfy that intent will cause the proposal to be rejected.

1.5 ALTERATION OF ORIGINAL RFP DOCUMENTS

The original written or electronic language of the RFP shall not be changed or altered except by approved written addendum issued by the BLR. This does not eliminate a Vendor from taking exception(s) to these documents, but it does clarify that the Vendor cannot change the original document's written or electronic language. If the Vendor wishes to make exception(s) to any of the original language, it must be submitted by the Vendor in separate written or electronic language in a manner that clearly explains the exception(s). If Vendor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Vendor's response may be declared non-responsive, and the response shall not be considered.

1.6 REQUIREMENT OF AMENDMENT

THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE BUREAU OF LEGISLATIVE RESEARCH. Vendors are cautioned to ensure that they have received or obtained and responded to any and all amendments to the RFP prior to submission.

1.7 RFP QUESTIONS

Any questions regarding the contents and requirements of the RFP and the format of responses to the RFP shall be directed to Jillian Thayer **via email only** at thayerj@blr.arkansas.gov. Questions must be submitted by the deadline set forth in Section 1.2, Schedule of Events. Questions submitted by Vendors and answers to questions, as provided by the Bureau of Legislative Research, will be made public.

1.8 PRICES/COST

An official authorized to bind the Vendor to any resulting Contract must sign the Official Proposal Price Sheet.

Vendors must include all pricing information on the Official Proposal Price Sheet and any attachments thereto and must clearly mark said page(s) as pricing information. Official Proposal Price Sheets may be reproduced as needed. Vendors may expand items to identify all proposed services and costs. A separate listing, which must include pricing, may be submitted with summary pricing.

All charges included on the Official Proposal Price Sheet, must be valid for one hundred eighty (180) days following proposal opening, and shall be included in the cost evaluation. The pricing must include all associated costs for the service being bid.

The BLR will not be obligated to pay any costs not identified on the Official Proposal Price Sheet. Any cost not identified by the Vendor but subsequently incurred in order to achieve successful operation will be borne by the Vendor.

1.9 PROPRIETARY INFORMATION

Proposals and documents pertaining to the RFP become the property of the BLR, and after release to the Subcommittee, shall be open to public inspection pursuant to the Freedom of Information Act of 1967, Arkansas Code § 25-19-101, *et seq.* It is the responsibility of the Vendor to identify all proprietary information by providing a redacted copy of the proposal, as discussed below, and to seal such information in a separate envelope or e-mail marked as confidential and proprietary.

If the proposal contains information that the Vendor considers confidential and proprietary, the Vendor shall submit one (1) complete electronic copy of the proposal from which any proprietary information has been removed, *i.e.*, a redacted copy. The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and be submitted on a CD, a flash drive, or in a separate e-mail. Except for the redacted information, the electronic copy must be identical to the original hard copy. The Vendor is responsible for ensuring the redacted copy on CD, flash drive, or submitted via e-mail is protected against restoration of redacted data. ***Submission of a redacted copy is at the discretion of the Vendor, but if no information is redacted, the entire proposal will be considered available as public information once published to the Subcommittee members.***

1.10 DELIVERY OF RESPONSE DOCUMENTS

It is the responsibility of Vendors to submit proposals at the place and on or before the date and time set in the RFP solicitation documents. Proposal documents received at the BLR office after the date and time designated for proposal opening are considered late proposals and shall not be considered. Proposal documents that are to be returned may be opened to verify which RFP the submission is for.

1.11 BID EVALUATION

The Subcommittee will evaluate all proposals to ensure all requirements are met. The Contract will be awarded on the basis of the proposal that most thoroughly satisfies the relevant criteria as determined by the Subcommittee.

1.12 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

The Subcommittee will select a small group of Vendors from among the proposals submitted to attend a meeting of the Subcommittee to answer questions and to make oral and written presentations to the Subcommittee. The date of this meeting will be announced by the Subcommittee at least one (1) week prior. All presentations are subject to be recorded.

The Successful Vendor selected by the Subcommittee shall also attend the meeting of the Policy Making Subcommittee of the Legislative Council during the week of September 11-15, 2023, and the September 15, 2023 meeting of the Legislative Council, in order to answer any questions that may arise regarding the Contract.

1.13 INTENT TO AWARD

After complete evaluation of the proposal, the intent to award will be announced at the meeting of the Subcommittee at which select Vendors' oral presentations are given (See Section 1.12). The date of this meeting will be announced by the Subcommittee at least one (1) week prior. The purpose of the

announcement is to establish a specific time in which vendors and agencies are aware of the intent to award. The Subcommittee reserves the right to waive this policy, the Intent to Award, when it is in the best interest of the state.

1.14 APPEALS

A Vendor who is aggrieved in connection with the award of a contract may protest to the Legislative Council. The protest shall be submitted in writing within five (5) calendar days after the intent to award is announced. After reasonable notice to the protestor, the Legislative Council, or the Joint Budget Committee if the Arkansas General Assembly is in session, shall promptly meet to discuss and issue a decision in writing that states the reasons for the action taken. The Legislative Council's or the Joint Budget Committee's decision is final and conclusive. In the event of a timely protest, the Bureau of Legislative Research shall not proceed further with the solicitation or with the award of the contract unless the co-chairs of the Arkansas Legislative Council or the Joint Budget Committee make a written determination that the award of the contract without delay is necessary to protect substantial interests of the state.

1.15 PAST PERFORMANCE

A Vendor's past performance may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation submitted to the Bureau of Legislative Research with the Vendor's RFP response. Documentation shall be in the form of a report, memo, file, or any other appropriate authenticated notation of performance to the vendor files.

1.16 TYPE OF CONTRACT

This will be a term contract commencing on September 15, 2023, and terminating on June 30, 2024, with an option for one (1) renewal of up to six (6) months. The Subcommittee and the BLR will have the option to renegotiate at the time of renewal.

1.17 PAYMENT AND INVOICE PROVISIONS

All invoices shall be delivered to the BLR and must show an itemized list of charges. The Invoice, Invoice Remit, and Summary must be delivered via email to Jillian Thayer, Chief Legal Counsel, at thayerj@blr.arkansas.gov.

The BLR shall have no responsibility whatsoever for the payment of any federal, state, or local taxes that become payable by the Successful Vendor or its subcontractors, agents, officers, or employees. The Successful Vendor shall pay and discharge all such taxes when due.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the BLR. The BLR may not be invoiced in advance of delivery and acceptance of any services. Payment will be made only after the Successful Vendor has successfully satisfied the BLR as to the reliability and effectiveness of the services as a whole. Purchase Order Number and/or Contract Number should be referenced on each invoice.

The Successful Vendor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the BLR. Access will be granted to state or federal government entities or any of their duly authorized representatives upon request.

Financial and accounting records shall be made available, upon request, to the BLR's designee(s) at any time during the contract period and any extension thereof and for five (5) years from expiration date and final payment on the Contract or extension thereof.

1.18 PRIME CONTRACTOR RESPONSIBILITY

The Successful Vendor will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact.

If any part of the work is to be subcontracted, the Vendor must disclose in its proposal the following information: a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's business organization.

1.19 DELEGATION AND/OR ASSIGNMENT

The Vendor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the Subcommittee. The Vendor shall not delegate any duties under the Contract to a subcontractor unless the BLR, as approved by the Subcommittee, has given written consent to the delegation.

1.20 CONDITIONS OF CONTRACT

The Successful Vendor shall at all times observe and comply with federal and state laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of the work. The Successful Vendor shall indemnify and save harmless the BLR, the Subcommittee, the Arkansas Legislative Council, the Arkansas General Assembly, and the State of Arkansas and all of their officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree by an employee, representative, or subcontractor of the Successful Vendor.

1.21 STATEMENT OF LIABILITY

The BLR and the Subcommittee will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned technical literature to be delivered or to be used in the installation of deliverables. The Vendor is required to retain total liability for technical literature until the deliverables have been accepted by the authorized BLR official. At no time will the BLR or the Subcommittee be responsible for or accept liability for any Vendor-owned items.

The Successful Vendor shall indemnify and hold harmless the Arkansas General Assembly and its members and committees, the BLR and its officers, directors, agents, retailers, and employees, and the State of Arkansas from and against any and all suits, damages, expenses, losses, liabilities, claims of any kind, costs or expenses of any nature or kind, including, with limitation, court costs, attorneys' fees, and other damages, arising out of, in connection with, or resulting from the development, possession, license, modification, disclosure, or use of any copyrighted or non-copyrighted materials, trademark, service mark, secure process, invention, process or idea (whether patented or not), trade secret, confidential information, article, or appliance furnished or used by a vendor in the performance of the Contract.

The resulting Contract shall be governed by the laws of the State of Arkansas, without regard for Arkansas' conflict of law principles. Any claims against the Bureau of Legislative Research, the Subcommittee, the Arkansas Legislative Council, the Arkansas General Assembly, or any members or committees thereof, whether arising in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. Nothing in this RFP or the resulting contract shall be construed as a waiver of sovereign immunity.

1.22 AWARD RESPONSIBILITY

The BLR and the Subcommittee will be responsible for award and administration of any resulting contract(s).

1.23 INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from or given to a competitive company; and
- If there is sufficient evidence of collusion to warrant consideration of this proposal by the Office of the Attorney General, all Vendors shall understand that this paragraph may be used as a basis for litigation.

1.24 PUBLICITY

News release(s), media interviews, or other publicity by a Vendor pertaining to this RFP or any portion of the project shall not be made without prior written approval of the BLR, as authorized by the co-chairs of the Subcommittee. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Vendor's proposal.

The Successful Vendor agrees not to use the BLR's, the Subcommittee's, the Arkansas Legislative Council's, or the Arkansas General Assembly's names, trademarks, service marks, logos, images, or any data arising or resulting from this RFP or the Contract as part of any commercial advertising or proposal without the express prior written consent of the BLR and the Subcommittee in each instance.

1.25 CONFIDENTIALITY

The Successful Vendor shall be bound to confidentiality of any confidential information that its employees may become aware of during the course of performance of contracted services. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the Contract.

The Successful Vendor shall represent and warrant that its performance under the Contract will not infringe any patent, copyright, trademark, service mark, or other intellectual property rights of any other person or entity and that it will not constitute the unauthorized use or disclosure of any trade secret of any other person or entity.

1.26 PROPOSAL TENURE

All Proposals shall remain valid for one hundred eighty (180) calendar days from the Proposal due date referenced on Page 1 of the RFP.

1.27 WARRANTIES

- The Successful Vendor shall warrant that it currently is, and will at all times remain, lawfully organized and constituted under all federal, state, and local law, ordinances, and other authorities of its domicile and that it currently is, and will at all times remain, in full compliance with all legal requirements of its domicile and the State of Arkansas.
- The Successful Vendor shall warrant and agree that all services provided pursuant to this RFP and the Contract have been and shall be prepared or done in a workman-like manner consistent with the highest standards of the industry in which the services are normally performed. The Successful Vendor further represents and warrants that all computer programs implemented for performance under the Contract shall meet the performance standards required thereunder and shall correctly and accurately perform their intended functions.
- The Successful Vendor shall warrant that it is qualified to do business in the State of Arkansas and is in good standing under the laws of the State of Arkansas, and shall file appropriate tax returns as provided by the laws of this State.

1.28 CONTRACT TERMINATION

Subsequent to award and execution of the Contract, the Subcommittee and the BLR may terminate the Contract at any time. In the event of termination, the Successful Vendor agrees to apply its best efforts to bring work in progress to an orderly conclusion, in a manner and form consistent with the Contract and satisfactory to the Subcommittee.

1.29 VENDOR QUALIFICATIONS

The Successful Vendor must, upon request of the Subcommittee, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The Subcommittee reserves the right to make the final determination as to the Vendor's ability to provide the services requested herein.

The Vendor must demonstrate that it possesses the capabilities and qualifications described in Sections 3 and 5, including without limitation the following:

- Be capable of providing the services required by the Subcommittee;
- Provide documentation that it is authorized to do business in this State; and
- Complete the Official Proposal Price Sheet in Attachment A.

1.30 NEGOTIATIONS

As provided in this RFP, discussions may be conducted by the Subcommittee and the BLR with a responsible Vendor who submits proposals determined to be reasonably susceptible of being selected for

award for the purpose of obtaining clarification of proposal responses and negotiation for best and final offers.

1.31 LICENSES AND PERMITS

During the term of the Contract, the Vendor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections, and related fees for each or any such licenses, permits, and/or inspections required by the state, county, city, or other government entity or unit to accomplish the work specified in this solicitation and the contract.

1.32 OWNERSHIP OF DATA & MATERIALS

All data, material, and documentation prepared for the Subcommittee, pursuant to the Contract, shall belong exclusively to the BLR, for the use of the committees of the Arkansas General Assembly, as authorized by the Subcommittee.

Cadence Insurance Response: Cadence Insurance acknowledges and agrees to the terms and conditions of Section I; General Information; Paragraphs 1.0 through 1.32. Licensing information is included in our response appendix.

SECTION 2. OVERVIEW

2.0 EDUCATION FACILITIES PROPERTY INSURANCE STUDY OVERVIEW

The Subcommittee is issuing this Request for Proposals with the clear intent to develop and implement a strategic plan and legitimate framework for provision of reasonably priced property insurance coverage options to K-12 school districts and institutions of higher education in the State of Arkansas on an actuarially sound basis while providing for oversight of the plans through a governing structure and legislative oversight.

Currently, school districts purchase property insurance coverage through one of two (2) separate entities: the Arkansas Public School Insurance Trust ("APSIT") administered by the Arkansas Insurance Department or the Arkansas School Board Association ("ASBA"). For the 2023-2024 plan year, school districts are facing increased property insurance premiums under both of these plans.

2.1 OBJECTIVES

It is the objective of the Subcommittee, by entering into a Contract for consulting services, to provide to the members of the Arkansas Legislative Council detailed and accurate information concerning a multi-year strategic path forward for provision of property insurance to K-12 school districts and institutions of higher education in a manner that will provide for reasonable and predictable premium rates, as well as consistent governance of the plans and legislative oversight, including without limitation governing structure for the plans, legislative oversight, funding mechanisms, and options for revisions to the current plans, including without limitation the possibility of combining the two (2) plans and implementing a self-insured structure or utilizing re-insurance, or some combination of self-insurance with reinsurance above recommended specific aggregate limits.

The final work product shall constitute a spectrum of options with reasonable assumptions as to the economic, logistic, legal, and political ramifications of the various options. Every effort should be made to provide the options in a politically-neutral and option-agnostic approach so that the Subcommittee is presented actionable and reasonable data, likely outcomes, and anticipated costs for the Subcommittee to fully analyze, debate, and act upon as they elect to do so. The final work product shall address all aspects of operations of the functioning of the plans to provide property insurance to K-12 school districts and institutions of higher education in the state. **The Successful Vendor shall provide this information in a timely manner to the Subcommittee in order to assist the Subcommittee in compiling its final report to the Legislative Council prior to the start of the 2024 Fiscal Session, which begins in April 2024. A final report from the Subcommittee, including proposed legislation, will be provided to the Legislative Council by March 15, 2024.**

This Request for Proposal is designed to obtain a Contract to provide Education Facilities Property Insurance Consulting Services to the Subcommittee. All responses to this RFP shall reflect the overall goals and objectives stated herein.

Cadence Insurance Response: Cadence Insurance acknowledges the 2.0 Overview and 2.1 Objectives of the RFP. The objectives are clear and Cadence Insurance will outline in this response the resources, expertise, and timeline for action steps to assure the completion of the final product for the BLR to meet the final report being delivered to the Legislative Council by March 15, 2024.

SECTION 3. EDUCATION FACILITIES PROPERTY INSURANCE CONSULTING SERVICES

Cadence Insurance Response: Cadence Insurance is providing the Technical Response to Section 3 following each paragraph in sequential order.

3.0 SCOPE OF WORK / SPECIFICATIONS

It will be the responsibility of the Vendor to provide the members of the Subcommittee, and ultimately the members of the Arkansas Legislative Council, with accurate and detailed reports, guidance, and opinions, including without limitation, information set forth in Section 2 above and in this Section 3.0.

A. In General.

In order to achieve the objectives set forth in Section 2.1 above, the Successful Vendor will provide:

- Weekly status updates on the project to BLR;
- Regular reports and presentations to the Subcommittee, which will require at least monthly attendance at meetings of the Subcommittee to answer questions regarding the status updates, with the expectation that during the final three (3) months prior to submission of the final report of the Subcommittee to the Legislative Council, Vendor may be required to attend two (2) meetings of the Subcommittee per month;
- Answers to research requests or data inquiries by members of the Subcommittee, as authorized by the Subcommittee Co-chairs;
- Assistance with draft legislation based on recommendations adopted by the Subcommittee; and
- Assistance with drafting a final report for the Subcommittee to submit to the Legislative Council no later than March 15, 2024.

In addition, the Successful Vendor will need to:

- Gather information from and meet with interested stakeholders; and
- Be available to attend meetings of the Subcommittee and other legislative committees, as requested and authorized by the Subcommittee Co-Chairs.

B. Topics for Analysis and Recommendations.

In addition to the topics addressed in Section 2, Vendor shall also provide the following to the Subcommittee as part of their regular updates and final report:

- Market analysis of both private commercial property insurance rates, K-12 school district property insurance rates, and institutions of higher education property insurance rates in surrounding states;
- Overview and actuarial analysis of the current plans for K-12 school districts and institutions of higher education in Arkansas under the Arkansas Insurance Department and the Arkansas School Board Association;
- Best practices for provision of property insurance coverage to K-12 school districts and institutions of higher education in other states, including without limitation governing structure, funding, reserves, plan design, coverage limits and deductible amounts, and fiscal impacts to school districts; and
- A review of any possible fiscal impact to the Arkansas K-12 school districts and institutions of higher education regarding maintaining the current insurance structure or revising the current plans for providing property insurance.

In the event that services in addition to those described in Section 3.0 are required during the term of the Contract, the Subcommittee shall vote to authorize additional work, subject to the approval of the Subcommittee co-chairs, who shall have the power to approve the additional services and an additional fee for those services in an amount not to exceed ten percent (10%) of the total contract amount.

Cadence Insurance Response: Cadence Insurance offers the following timeline in response to Section 3.0; Paragraphs A and B for the deliverables to the BLR and Subcommittee:

Action Item	Action Steps	Action Required by	Date Due	Date Completed
Release of RFP		BLR	24-Jul-23	24-Jul-23
Deadline for Submission of Questions		CADE & BLR	14-Aug-23	14-Aug-23
Closing Receipt of Proposal and Opening of Proposals		CADE & BLR	21-Aug-23	21-Aug-23
Evaluation of Proposals		BLR	31-Aug-23	
Proposals released to Subcommittee		BLR	1-Sep-23	
Selection of Vendors to Make Oral Presentations		BLR	TBD	
Oral Presentations / Intent to Award		CADE & BLR	TBD	
Approval of draft contract by the Policy-Making Subcommittee of the Legislative Council		Subcommittee	September 11-15, 2023	
Approval of final contract by the Legislative Council		Legislative Council	15-Sep-23	
Contract Execution and Start Date	CADE sign contract; review timeline; establish time for weekly meetings. Identify School Districts insured outside of APSIT and ASBA programs. Discuss Higher Ed in AMIT program.	CADE & BLR	15-Sep-23	
Week 1 Objectives	Letters of introduction to APSIT, AMIT, ASBA; Request SOV, Loss Data, Historical Total SOV, Schematic for respective current programs and current coverage forms. Meet with BLR and begin discussion on State of Property Market, explain schematic, and large losses of interest.	CADE	22-Sep-23	
Week 2 Objectives	Have initial discussions with Milliman Actuary and Somers Consulting to outline desired needed information for their objectives. Deadline for receipt of information requested from APSIT, ASBA, AMIT and random districts. Begin contacting other States for due diligence on their programs and governance.	CADE	29-Sep-23	

Week 3 Objectives	Begin consolidating SOV, building tables with historical average rates and total insured values. Report to BLR on topics of interest/insights.	CADE	6-Oct-23	
Week 4 Objectives	Continue consolidating SOV, building tables with historical average rates and total insured values. Report to BLR on topics of interest or insights.	CADE	13-Oct-23	
Week 5 Objectives	Distribute loss information, historical total insured values, outline of prior insurance programs to Milliman to being actuarial loss funding study. Send consolidated Statement of Values to CADE modeling team, AmWINS, CRC and Descartes.	CADE	20-Oct-23	
Week 6 Objectives	BLR meeting topics - Loss Summary; large losses, historical rate history, incurred loss ratio.	CADE	27-Oct-23	
Week 7 Objectives	Conduct policy review and prepare an exhibit of coverage contrasting terms and conditions between APSIT, AMIT, ASBA and Alliant.	CADE	3-Nov-23	
Week 8 Objectives	Share coverage comparison details with BLR and discuss Manuscript form for coverage going forward.	CADE	10-Nov-23	
Week 9 Objectives	Target week for receipt of CAT Analytics; Review coverage specs and proposed draft of Property coverage form with BLR.	CADE	17-Nov-23	
Week 10 Objectives	Target week for receipt of Actuary Study from Milliman. Meet with BLR on topics of interest.	CADE	20-Nov-23	
Week 11 Objectives	Week spent reviewing CAT Modeling and Actuary Loss Funding Study. Parametric pricing and modeling due from Descartes.	CADE	1-Dec-23	
Week 12 Objectives	Provide Somers Consulting with Actuary report, CAT Analytics, Updated SOV, Loss Summary, List of Large Losses for Captive Study.	CADE	8-Dec-23	
Week 13 Objectives	In-depth discussion with BLR. Bring information together on historical performance of APSIT and ASBA programs. Losses, rates, oversight and program management. Incurred loss ratios prior year programs. Wynee school district and public adjuster consulting with contracted attorney.	CADE	15-Dec-23	

Week 14 Objectives	CADE team begin outlining conceptual program structures. Develop Claim Handling protocol for property claim adjustment. Begin discussions with BLR on legislation to prevent public adjuster involvement.	CADE	22-Dec-23	
Week 15 Objectives	Present conceptual program structures to AmWINS and CRC to gain insight on how receptive London underwriters will be toward program structure and building a schematic for the Loss Limit required to support program.	CADE	29-Dec-23	
Week 16 Objectives	Chose a broker-AmWINS or CRC-to present program to underwriters.	CADE	5-Jan-24	
Week 17 Objectives	Travel to Lloyds of London and meet with underwriters to discuss program, management and build rapport and support.	CADE	12-Jan-24	
Week 18 Objectives	Report to BLR on Lloyds of London underwriter visits. Potentially meet with domestic markets to explain program design and garner support and participation	CADE	19-Jan-24	
Week 19 Objectives	Captive study due for Somers Consulting. Somers to advise on various costs.	CADE	26-Jan-24	
Week 20 Objectives	Begin outlining all the potential program options, identifying cost, benefits, pros and cons.	CADE	2-Feb-24	
Week 21 Objectives	Continue outlining all potential program options, identifying cost, benefits, pros and cons. Initiate conversations with BLR on potential legislation to achieve oversight goal. Have candid conversations whether the program is better serve by Department of Insurance Risk Management administering, ASBA administering or an alternative.	CADE	9-Feb-24	
Week 22 Objectives	Continued analysis of conceptual program design and early outlined for final report.	CADE	16-Feb-24	
Week 23 Objectives	Review with BLR draft programs, insights and outline for final report and program designs.	CADE	23-Feb-24	
Week 24 Objectives	Present final plan and framework.	CADE	1-Mar-24	
Week 25 Objectives	Available for Q&A/Modifications	CADE	9-Mar-24	
Week 26 Objectives	Report Due and Distributed to Subcommittee.	BLR	15-Mar-23	

3.1 **CONSULTING CAPABILITIES**

It should be expected that the Subcommittee may require other details reports, guidance, and information as part of the final work product under this RFP. It is not possible to capture all variables and discussion points that may be required by the members of the Subcommittee or the legislative body at large so the prospective Vendor should take this opportunity to provide any comparative experience to the scope of work envisioned herein to fully and completely communicate their ability to succeed.

In this Section 3.1, Vendor should detail all capabilities, ideas, guidance, and other information to fully demonstrate the capabilities of the prospective Vendor.

Cadence Insurance Response: At Cadence Insurance, client consultation and risk management is fundamental to our operation. With respect to risk management consulting, the Cadence methodology is rooted in an understanding of your specific property exposures as part of a comprehensive risk assessment. The assessment findings are presented to you as part of a collaborative discussion on how to best structure your insurance program, based on the analytics, loss retention tolerance, risk transfer, and insurance.

Bill Birch and Ken Estes are licensed consultants with hands on underwriting expertise, having work for insurance companies in lead underwriting roles. They will be providing the lead stewardship for meeting the objective of developing and implementing a strategic plan for K-12 school districts and institutions of higher learning.

The Cadence Insurance team will include additional team members who have technical property insurance knowledge and familiar with both AMIT and ASBA property programs. We feel this is an advantage for fulfilling the scope of work. Having worked with the AMIT and ASBA programs for over 20 years we already have an understanding of structure, rate and exposure history. The APSIT program and ASBA programs have similar structures with each having a proprietary competitive advantage. AMIT is not formerly a part of the objective, but institutions of higher education are included in the AMIT program so indirectly it will be impacted.

The AMIT and APSIT program information may be readily available through Arkansas Department of Insurance Risk Management division. Arkansas School Board Association is not available through FOIA. As their current broker, they may be more willing to allow Cadence Insurance access and use of their program information. BLR should anticipate their reluctance in letting a competitor having their work product and proprietary program information and it being used against them if it is determine their program should continue.

Cadence Insurance is excited about aggregating the information for a common program. We understand the detailed statement of values needed, insurance to value considerations, construction type of buildings, occupancy of buildings. An enormous amount of detail that will be required for the actuary analysis and risk modeling to have credibility. Without this base of information, developing alternative program design comparisons will be impossible and not credible.

Cadence Insurance will deploy available in-house resources to assist with:

- Catastrophe (CAT) Analytics – using a computer-assisted complex of algorithms to calculate estimated loss a client could sustain due to a CAT event such as earthquake, hail, tornado, or wildfire.
- Loss Forecaster – provides actuarial computations for loss development and reserve analysis based on variables of specific exposures.
- Loss Analytics/Stewardship – employs an array of analytical tools to make data driver decisions that are aligned with the organizational goals. In addition to in-depth analysis of losses for underwriting purposes, we specialize in catastrophe analysis of property exposures in the case of specific perils.
- Alternative Risk Strategies – through pricing verification, deductible analysis, and captive feasibility or risk strategies team provides alternative to the traditional insurance marketplace in order to achieve optimal program design.

3.2 EDUCATION FACILITIES PROPERTY INSURANCE CONSULTING

The consulting services provided by the Successful Vendor pursuant to this Request for Proposals must address the stated specifications and requirements. The Successful Vendor will be evaluated based on a clear and confident understanding of the goals and deliverables addressed in Sections 2 and 3.

Vendor's response to this Request for Proposal should be comprehensive and address each individual item of section 3.0 to the Vendor's fullest extent to communicate their understanding of the requirement and how best the Vendor will meet this requirement. All pertinent information regarding the Vendor's proposed solution, team, actuarial resources, technical infrastructure, or other details must be provided to the items in 3.0 and 3.1.

The consulting services provided by the Successful Vendor pursuant to this Request for Proposals must address the stated specifications and requirements. These services will be provided to the Subcommittee and other legislative committees, as approved.

As requested, the Vendor must attend various meetings of the Subcommittee and other legislative committees of the Arkansas General Assembly. Hourly compensation will be paid for meeting times. The Vendor shall explain any anticipated limitations in its ability to attend meetings of the Subcommittee or other legislative committees or to provide any of the services described in Section 3.0.

All projects shall be paid pursuant to the fee schedule set forth in the Official Proposal Price Sheet up to the maximum contract amount. The Vendor shall submit itemized invoices to the BLR, which will pay the invoices on a monthly basis.

The BLR does not grant the Vendor exclusive rights to all consulting services contemplated under this RFP. In the event the Subcommittee decides that the acquisition of these services by another Vendor is in the Subcommittee's best interest, the BLR reserves the right to contract and purchase Education Facilities Property Insurance Consulting Services from a different source outside the contract resulting from this RFP, and the BLR's action to procure services outside of the Contract does not infringe upon, nor terminate, the contract resulting from this RFP.

Cadence Insurance Response: Cadence Insurance believes the responses to items 3.0; 3.1; 4.0; 4.1; 4.2 and 5.2 are sufficient to detail the understanding of duties, resources being deployed to meet objective along with identifying the consultant team line up, compensation and payment. There are no limitations to our ability to attend meetings or the Subcommittee or other legislative committees. We further understand the BLR not granting exclusivity contemplated under this RFP.

3.3 PROCUREMENT OF GOODS AND SERVICES

If the Vendor anticipates the need to procure additional goods or services in order to provide the consulting services requested in the RFP, the Vendor must identify the goods and/or services that may be procured, the reason the procurement is necessary, the name of the vendor for whom the goods or services are to be procured, and the anticipated cost of the goods and/or services to be procured.

Cadence Insurance Response: The following partners will provide specialized expertise in Cadence Insurance delivering the objectives outline for the BLR and the Subcommittee.

- Miliman – Dallas, Texas office, Billy Onion – A worldwide provider of actuarial and related products assisting governments to assess risk and minimize the cost of risk.
- Descartes Insurance Solutions Agency – Brian Thompson, Maumelle, AR – Descartes collaborates with brokers across the world to protect governments against natural catastrophes, weather and emerging risks through a unique data-driven approach.
- Somers Consultants – Kathryn Marsh, Managing Director – Somers Risk Consulting specializes in the design, structuring, and implementation of captive insurance companies and other alternative risk financing programs.
- AmWINS – Wil Cooper, CPCU, Executive Vice President – AmWINS is a leading, global specialty insurance distributor providing unparalleled expertise to 13 industry and risk specialty practices. Coupled with an extensive partnership network and granular analytics AMWINS places more than 65,000 property accounts through 300 markets each year.
- CRC – Melissa Raspino, CPCU, Senior Broker – CRC Group is one North America's leading

wholesale specialty insurance distributors, delivering insurance solutions to clients for more than 100 years placing the most complex and sophisticated property programs.

SECTION 4. COST PROPOSAL

4.0 COMPENSATION

Compensation for Education Facilities Property Insurance Consulting Services shall be paid based upon the work performed as specified in this RFP. A Vendor seeking consideration shall submit a compensation proposal for Education Facilities Property Insurance Consulting Services as provided throughout the RFP.

The fee schedule will cover the time spent in the completion of the requested task or project, as well as other administrative costs (including, but not limited to, secretarial, bookkeeping, budget preparation, monitoring and auditing services, travel expenses, etc.). The fee schedule will cover the time expended inclusive of all overhead or any other costs associated with the particular individuals who may be performing the services.

Cadence Insurance Response: Compensation details are provided in our Official Proposal Price Sheet, which can be found in our response as Attachment A on page 32.

4.1 PAYMENT SCHEDULE

The BLR shall pay the Vendor based on the hours expended for approved projects on a monthly basis or as otherwise may be agreed to in writing by the parties. The BLR may request and the Vendor shall provide timesheets or other documentation as may be directed by the BLR prior to the payment for any services rendered. Failure to provide appropriate and satisfactory documentation will be sufficient grounds to withhold payment for the disputed amount, but other undisputed amounts must be paid in a timely manner.

Cadence Insurance Response: Cadence Insurance agrees to the payment conditions outlined above.

4.2 TRAVEL, LODGING, AND MEALS

The Successful Vendor may submit invoices and receive reimbursement for actual travel expenses allowed by law related to attending meetings of the Subcommittee and other committees of the Arkansas General Assembly, or other travel related to work under the Contract, as approved by the co-chairs of the Subcommittee. Reimbursement of travel expenses will be included in the total maximum contract amount.

Estimates of expenses as allowed by law for travel related to field work required by the Contract and this RFP should be included by the Vendor in the fee schedule, as required by Section 4.0.

Cadence Insurance Response: Cadence Insurance does not anticipate any direct expenses related to Travel, Lodging and Meals. Pricing sheet will reflect per diem's for any team resources travel to meet with BLR of Subcommittee.

SECTION 5. ADDITIONAL VENDOR REQUIREMENTS

5.0 COMPREHENSIVE VENDOR INFORMATION

All proposals should be complete and carefully worded and should convey all of the information requested by the Subcommittee and the BLR. If significant errors are found in the Vendor's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Subcommittee will be the sole judge as to whether that variance is significant enough to reject the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content. Proposals that include either modifications to any of the contractual requirements of the RFP or a Vendor's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

Cadence Insurance Response: We have prepared the responses to this RFP accordingly.

5.1 **VENDOR PROFILE**

In addition to information requested in other sections of the RFP, the Vendor shall submit the following:

- Business Name;
- Business Address;
- Alternate Business Address;
- Primary Contact Name, Title, Telephone, Fax, and E-mail Address;

Cadence Insurance Response:

PROSPECTIVE VENDOR INFORMATION					
Company:	Cadence Insurance				
Address:	17900 Chenal Parkway, Suite 100				
City:	Little Rock	State:	AR	Zip Code:	72223
Tax Id#	72-1381997				
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership		<input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Nonprofit		
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> African American * See page 2 for explanation <input type="checkbox"/> Asian American *		<input type="checkbox"/> American Indian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> Women-Owned		
	*AR Certification #:		* If known and applicable		
PROVIDE CONTACT INFORMATION RELATED TO RESPONSE					
Contact Person:	William Birch	Title:	Sr. Vice President – Risk Consultant		
Phone:	501-614-1170	Alternate Phone:	501-517-7211		
Email:	Bill.Birch@CadenceInsurance.com				
CONFIRMATION OF REDACTED COPY					
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input checked="" type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. <i>If neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).</i>					
ILLEGAL IMMIGRANT CONFIRMATION					

By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

ISRAEL BOYCOTT RESTRICTION CONFIRMATION

By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

X Prospective Contractor does not and will not boycott Israel through term of contract.

An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.

By signing my company agrees that any exception that conflicts with a Requirement of this *Bid Solicitation* will cause the Prospective Contractor's proposal to be rejected.

Authorized Signature: 

Title: Sr. Vice President – Risk Consultant

Printed/Typed Name: William B. Birch

Date: 8-19-2023

- How many years this company has been in this type of business;

Cadence Insurance Response: 140-plus years.

- Proof that the Vendor is qualified to do business in the State of Arkansas;

Cadence Insurance Response: We have included Arkansas Insurance Licenses in our response appendix.

- A disclosure of the Vendor's name and address and, as applicable, the names and addresses of the following: If the Vendor is a corporation, the officers, directors, and each stockholder of more than a ten percent (10%) interest in the corporation. However, in the case of owners of equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to own beneficially five percent (5%) or more of the securities need be disclosed; if the Vendor is a trust, the trustee and all persons entitled to receive income or benefits from the trust; if the Vendor is an association, the members, officers, and directors; and if the Vendor is a partnership or joint venture, all of the general partners, limited partners, or joint venturers;

Cadence Insurance Response: Cadence Bank is a publicly traded company. 10K identifies those known to own beneficially five percent (5) or more of the securities. This is not applicable to any of the individuals involved in the deliverables of this RFP. Form 10K can be provided upon request and is available on line.

- A disclosure of all the states and jurisdictions in which the Vendor does business and the nature of the business for each state or jurisdiction;

Cadence Insurance Response: Cadence Insurance conducts insurance sales and consultation in all 50 States and operates globally delivering insurance solutions to clients as a member of the Worldwide Broker Network.

- A disclosure of all the states and jurisdictions in which the Vendor has contracts to supply the type of services requested under this RFP and the nature of the goods or services involved for each state or jurisdiction;

Cadence Insurance Response: Cadence Insurance conducts insurance sales and consultation in all 50 States and operates globally delivering insurance solutions to clients as a member of the Worldwide Broker Network.

- A disclosure of the details of any finding or plea, conviction, or adjudication of guilt in a state or federal court of the Vendor for any felony or any other criminal offense other than a traffic violation committed by the persons identified as management, supervisory, or key personnel;

Cadence Insurance Response: Cadence Insurance certifies there is not anything to disclose in response to this question.

- A disclosure of the details of any bankruptcy, insolvency, reorganization, or corporate or individual purchase or takeover of another corporation, including without limitation bonded indebtedness, and any pending litigation of the Vendor;

Cadence Insurance Response: Cadence Insurance certifies there is not anything to disclose in response to this question. Cadence Bank is a publicly traded entity and is constantly looking for opportunities to expand its business through bank and insurance agency/brokerage acquisitions. In the normal course of business there may be ongoing civil litigation related to banking, insurance and business practices.

- A disclosure of any conflicts of interest on the part of the Vendor or its personnel that will be working on this project.

Cadence Insurance Response: Cadence Insurance currently serves in a broke/agent capacity for the Arkansas School Boards Risk Management Property Program; and serves in a broker/agent capacity for the State of Arkansas – Arkansas Multi Agency Insurance Trust, which includes all the State's institutions for higher education facilities.

- Additional disclosures and information that the Subcommittee may determine to be appropriate for the procurement involved.

Cadence Insurance Response: None to add; but reserve the right to address future disclosures if warranted.

5.2 GENERAL INFORMATION

Vendor shall submit any additional information for consideration such as specialized services, staffs available, or other pertinent information the Vendor may wish to include.

Cadence Insurance Response: This information is Included in our response for Section 3.1

5.3 DISCLOSURE OF LITIGATION

A Vendor shall include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving such Vendor. A Vendor shall also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime contractor team members, and subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Vendor has submitted a Proposal under this RFP must be disclosed to the BLR in writing within five (5) days after the litigation is commenced.

Cadence Insurance Response: Cadence Insurance is a subsidiary of Cadence Bank, a publicly traded financial services company. In the normal course of business we may have ongoing civil litigation related to banking, insurance, and business practices. There is no criminal litigation applicable to our entity.

5.4 **EXECUTIVE SUMMARY**

A Vendor must provide a summary overview for provision of the services being proposed. The intent of this requirement is to provide the Subcommittee with a concise but functional summary of the discussion of the Vendor's plan for providing the services. While the Subcommittee expects a Vendor to provide full details in each of the sections in other areas of the RFP relating to its plan, the Executive Summary will provide a "map" for the Subcommittee to use while reviewing the Proposal.

A Vendor may use graphics, charts, pre-printed reports, or other enhancements as a part of this section to support the proposal or add to the presentation. Any such materials must be included in the original and each copy of the Proposal.

Cadence Insurance Response: Cadence Insurance will execute and provide to the BLR and Subcommittee:

- The background, underwriting education and information needed for the BLR and the Subcommittee to have a complete and thorough understanding of the historical workings of the ASBA, APSIT and AMIT* programs.
 - 10 to 20 years of average rates
 - 10 to 20 years of Total Insured Values
 - Loss summary of total claims by year to include claim counts and a loss triangle to include losses by type.
 - A list of claims with an incurred amount of \$100,000 or more.
- Outline the current property insurance market dynamics.
- Provide the meteorology data for Arkansas's convective storms and the impact on Arkansas schools loss experience the past four years.
- Provide schematics of the ASBA, APSIT and AMIT* layered program structure of loss limits and Lloyd's syndicates, domestic markets and Bermuda markets that are common to all programs.
- Chart average rates for the past 10 to 20 years for the ASBA, APSIT and AMIT programs.
- Provide average rate comparisons for Arkansas to surrounding states OK, TX, LA, TN, MO.
- Assemble a Statement of Values for the combined analysis.
 - Verify insured values, cost per square feet for various construction types to make sure all three programs are valuing consistently.
 - Update the dollar cost per square feet fairly represents current construction costs
 - Determine longitude and latitude for each insured item.
 - Make sure the SOV details all insured items and properly identify all insured items individually (i.e. not just buildings and contents, but include signes, flag poles, lighting, fencing, turf fields, etc.)
- Using *Milliman* the loss data and historical total insured values perform an actuarial analysis for projected frequency, loss development, incurred but not reported in order to determine expected loss funding needed at confidence levels of 85%, 90% and 95%.
- Once the Statement of Values is properly updated Cadence team will model the account for Fire, Wind, Hail and Earthquake perils. We will utilize AmWINS and CRC to model as well to verify results.
- Outsource parametric insurance modeling from Descartes Underwriting and AmWINS. *Parametric is a unique data driven approach to protect against natural catastrophes, weather and emerging risks.*
- Once the background data is developed, loss fund analysis is complete, modeling and parametric modeling perform then an evaluation of various program designs can be developed. This will include
 - A due diligence on the current program structure for APSIT, ASBA and AMIT.
 - A combined insurance program utilizing self-insurance, captives, large deductible programs or any number of combinations.
 - Premium development
 - Financial implications
- Somers Consulting will assist in outlining the pros and cons of a Captive program and projected cost to implement and maintain.
 - Program structure
 - Loss analysis and premium development
 - Financial implications
 - Tax effect and considerations

- Domicile review
- Simultaneous discussions will be ongoing with the BLR regarding the pros and cons of legislative oversight and proposed legislation.

5.5 **VENDOR'S QUALIFICATIONS**

A Vendor shall provide resumes or short biographies and qualifications of all management, supervisory, and key personnel to be involved in performing the services contemplated under this RFP. The resumes shall present the personnel in sufficient detail to provide the Subcommittee with evidence that the personnel involved can perform the work specified in the RFP. A Vendor shall provide a brief history of its company, to include the name and location of the company and any parent/subsidiary affiliation with other entities. If a Vendor is utilizing the services of a subcontractor(s) for any of the service components listed, the Vendor shall include in its proposal response a brief history of the subcontractor's company to include the information requested herein.

Cadence Insurance Response Regarding Organizational Insight:

- \$160+ Million in Annual Revenues
- Top 1% of Independent Insurance Brokers
- Over 800 Insurance Professional located in 31 offices in 9 States
- Top 50 Largest Brokers in the Nation
- Twenty Years of Investment in Analytics & Data Drive Solutions
- 140+ Years of Local Client Service
- The Largest Wholly Owned Bank-Backed Insurance Broker
- Cadence Bank – NYSE symbol *CADE* is Parent Company

A Vendor shall provide:

- A brief professional history, including the number of years of experience in providing the services required under this RFP or related experience and any professional affiliations and trade affiliations.

Cadence Insurance Response: Cadence Insurance is an industry leader in commercial insurance, employee benefits, surety, and consumer solutions brokerage services. Our heritage extends back 140 years to 1882, and we are the nation's second largest bank-owned insurance broker. Operating globally as a member of the Worldwide Broker Network, our team consists of more than 800 insurance and risk management specialists. In 2022, our annual revenues topped \$155M.

We are an independent broker that works with most major carriers. Any insurance carrier we recommend, however, must meet the "Top Carrier Rule." This rule states that we conduct business only with select AM Best carriers of at least "A" ratings. Our executives sit on Broker Advisory Committees for multiple carriers and, based on our preferred status with carriers, we have access to several unique carrier resources and programs that are specific to Cadence Insurance.

The strong, local presence of Cadence Insurance lies within a framework of national and international capabilities. Our management diligently maintains open lines of communication with both the domestic and foreign underwriting communities, making frequent trips to the offices of key underwriters. These underwriters, in turn, often visit Cadence Insurance offices. We also transact brokered placements with some 363 intermediaries, domestically and worldwide. Our intention is to establish and then leverage our underwriting relationships for each coverage discipline to assure you will have access to the most competitive, latest coverage and resources and receive top-priority attention from each carrier.

We have identified the following Cadence Insurance teammates to serve as your primary team:



BILL BIRCH

SVP, Executive Risk Advisor – Insurance Consultant

501-454-8687|Bill.Birch@CadenceInsurance.com|Little Rock, AR

Bill served previously as manager of our Healthcare Unit. Outside of healthcare, he specializes in consulting with large property and casualty clients in the public entity sector. Backed by more than three decades of experience as an underwriter, insurance consultant, and marketing director, he has honed his skills in risk identification, exposure analysis, coverage plan design, and strategy negotiation to best fit his clients' risk management programs. Prior to joining Cadence Insurance, Bill held management positions in national accounts for Home Insurance Company and served as a regional director for Business Insurance Company. Top clients include Arkansas School Boards Association, UAMS Professional Liability, City of Little Rock, Little Rock Airport Authority, and the Little Rock Airport Commission.



KEN ESTES, CIC, AINS, CAWC

SVP, Executive Risk Advisor – Insurance Consultant

501-614-1572|Ken.Estes@CadenceInsurance.com|Little Rock, AR

Ken specializes in public entity, municipality, construction and large property insurance and has done so for well over a decade. As a risk management specialist, he develops customized insurance programs designed to benefit his clients. Public entity organizations Ken counts as partners include the State of Arkansas, Association of Arkansas Counties and the Bill and Hillary Clinton National Airport. He is a Certified Insurance Counselor (CIC) and understands how to negotiate terms and conditions with carriers to properly cover his non-profit clients' exposures.



BRENDAN MONAGHAN, JD, CAWC

Vice President, Producer

501-614-1554|Brendan.Monaghan@cadenceinsurance.com|Little Rock, AR

Brendan specializes in controlling client premiums by working with them to control their risk. His holistic approach is based on planning for DOL audits and implementing workers' compensation efficiencies. Public entity clients that Brendan counts as partners include the City of Little Rock, State of Arkansas, Arkansas State University, and Arkansas Municipal League. Though he does not maintain an active license or provide legal advice, Brendan does utilize his legal background in reviewing insurance policy language and working with his clients on how and when outside legal counsel should be sought.



MICHELLE DUNCAN

Healthcare Unit Manager

501-614-1564|Michelle.Duncan@CadenceInsurance.com|Little Rock, AR

Michelle serves as manager of our Healthcare Unit. In her more than two decades with Cadence Insurance, Michelle has garnered extensive experience as an account manager, supervisor account manager, client services manager, and in human resources.



CAROLYN HUNTER, CIC, CAWC

Senior Account Executive

501-614-1178|Carolyn.Hunter@cadenceinsurance.com|Little Rock, AR

Carolyn is committed to delivering best in class customer service to clients. She has provided specialized care to large construction clients for more than a decade and her background also includes municipalities, large property, architects and engineers, associations, nonmedical professionals, not-for-profits, real estate owners, and developers. Her expertise is partnering with clients to design, implement, and monitor customized service plans and resources all while keeping producers updated regarding client interactions and account activities. In doing so, she maintains client relationships and coordinates services to keep producers updated about account activities. Critically, she maintains strong relationships with insurance carriers to ensure client needs are being met and identifies optimum markets for placement.



LORI MARSHALL, CPCU, AAI

Director, Resource Innovation P&C

501-614-1126|Lori.Marshall@CadenceInsurance.com|Little Rock, AR

Lori manages Cadence Risk Solutions which includes Loss Control, Analytics teams and external resources. She has developed loss analysis databases; stewardship reports that include benchmarking; and resources that directly impact clients' experience mods, risk prevention and overall claims management. During an insurance career spanning more than three decades, Lori has implemented best practices that are now considered standards for the industry. She has earned the Chartered Property Casualty Underwriter (CPCU), Associate in Insurance Data Analytics (AIDA) and Accredited Advisor in Insurance (AAI) designations.



TAMI BRADEN, CISR

Senior Risk Analyst

501-614-1196|Tami.Braden@cadenceinsurance.com|Little Rock, AR

Tami works as a member of our Cadence Risk Solutions team and is responsible for creating Stewardship Reports to analyze claims history, trends, and prepare charts and graphs for proposals. She also oversees Cadence Insurance's Risk Management Platform.



NIKOLE FRUEND, CAWC

Vice President, Infrastructure Manager

501-614-1127|Nikole.Fruend@cadenceinsurance.com|Little Rock, AR

Nikole works as a member of our Cadence Risk Solutions team and has been an integral part of developing its aspects for more than a decade. Nikole has assisted in the development of PRESS' offerings and has earned the Certified Authority on Workers' Compensation designation.



LeJUAN WASHINGTON & SHELTON STUBBS

Insurance Pros of Central Arkansas – MBE Partners

LeJuan and **Shelton** are our MBE partners and serve as our individual health insurance and Medicare specialists. Their primary responsibilities include educating COBRA participants about individual health insurance options and educating employees who are approaching Medicare eligibility and those currently eligible about various Medicare options.

Insurance Pros of Central Arkansas (IPCA) is an independent agency that former Farmers Insurance agents Shelton Stubbs and LeJuan Washington established in 2014. IPCA is recognized as a Certified Minority Business Enterprise (CMBE) by the Arkansas Economic Development Commission (AEDC). We offer insurance products for property, casualty, life, health, and surety for personal and commercial risks.

- A listing of current accounts and the longevity of those accounts.

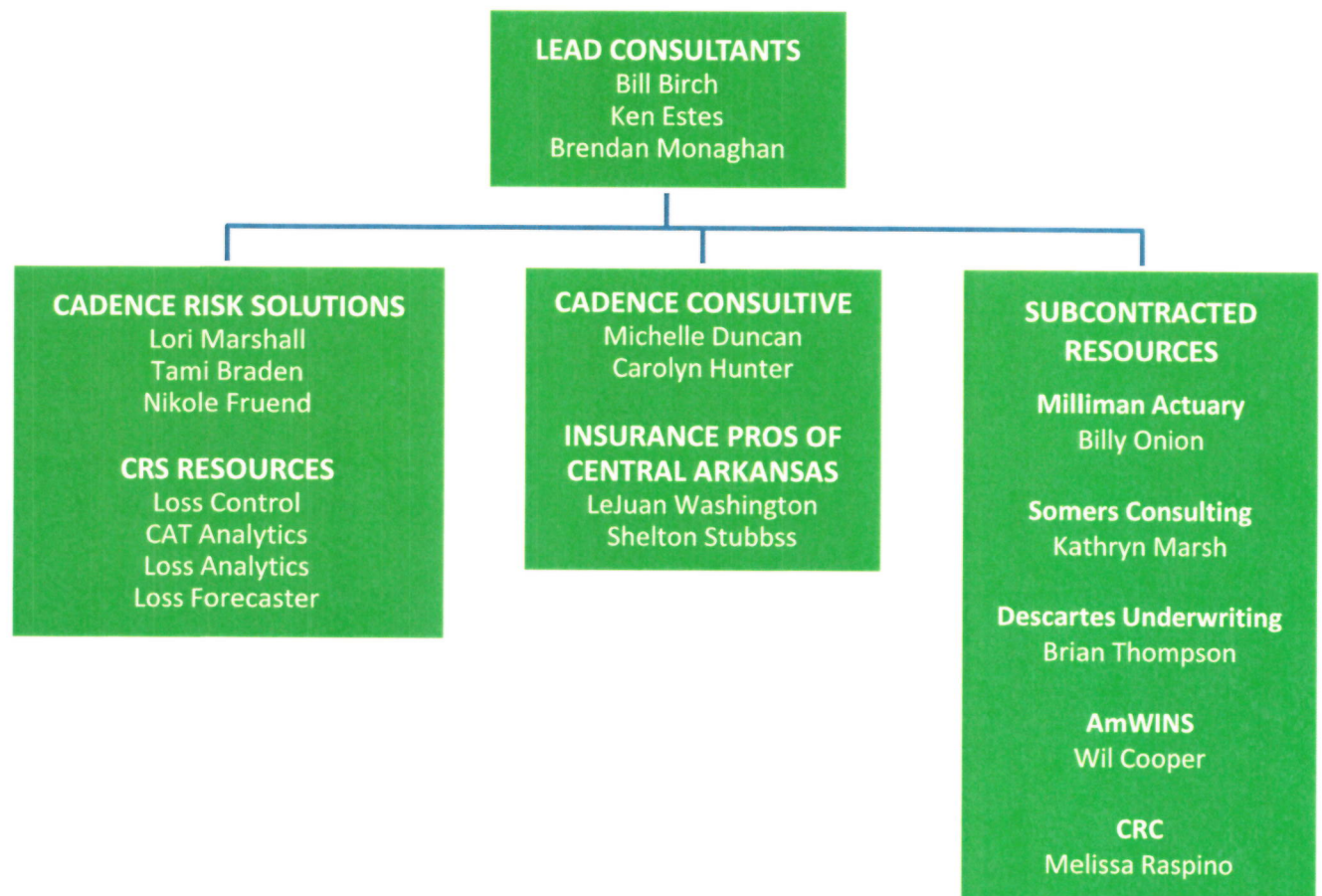
Cadence Insurance Response:

Client Company Name	Individual Name & Phone Number	Exposure	Relationship	Contractual	Date Firm First Served
State of Arkansas	Randy Robinson 501-371-2690	State Property & State Fleet,	Insurance placement	Competitive Bid	July 1992
Arkansas Association of Counties	Debbie Norman 501-375-8247	County Property & Inland Marine, Volunteer Fire Department Property and Casualty Program	Risk Management Consultant Insurance Placement	Private Negotiated Placement	June 2001
Arkansas School Boards Association	Shannon Moore 501-372-1415	Workers Compensation Self Insured Trust Third Party Administrator Risk Management Property Program Risk Management Automobile Program	Consultant and Placement Consultant and Placement Broker Consultant	Awarded based on Request for Qualifications	March 2007 March 2007 October 2009
Little Rock Municipal Airport Commission, Little Rock National Airport	Mark Williams 501-372-3439	Property and Casualty Program, Public Officials Liability, EPLI and Management Liability Exposures	Risk Management Consultant Insurance Placement	Awarded based on Request for Qualifications	June 2007

Holiday Island Suburban Improvement District	Danny Presley 479-253-9700	Property and Casualty Program including, Public Officials Liability, and Employment Practices	Risk Management Consultant Insurance Placement	Awarded based on Request for Qualifications	March 2007
City of Little Rock	Jenny Bradford 501-371-4549	Excess Workers Compensation, Property, Aviation, General Liability for Specific Exposures, Accident Program for Youth Football, Summer Program and Employee Picnic	Risk Management Consultant Insurance Placement	Awarded based on Request for Qualifications	January 2013

- An organizational chart highlighting the names/positions that will be involved in the contract, including the individual who will be primarily responsible for managing the account on a day-to-day basis.

Cadence Insurance Response:



- A detailed description of the plan for assisting the Subcommittee in meeting its goals and objectives, including how the requirements will be met and what assurances of efficiency and success the proposed approach will provide.

Cadence Insurance Response: Please see our detailed response provided previously in Section 3 for this information.

- An indication of the timeframe the Vendor would require to assist the Subcommittee in meeting its goals and objectives.

Cadence Insurance Response: Please see our detailed response provided previously in Section 3 for this information.

- A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) that the Vendor has performed and the general history and experience of its organization.

Cadence Insurance Response: Please see our detailed response provided previously in this section regarding our list of current clients and the longevity of those accounts for this information.

- At least three (3) references from entities that have recent (within the last three (3) years) contract experience with the Vendor and are able to attest to the Vendor's work experience and qualifications relevant to this RFP.

Cadence Insurance Response: Please see our detailed response provided previously in this section regarding our list of current clients and the longevity of those accounts for this information.

- A list of every business for which Vendor has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, Vendor represents that the list is complete.

Cadence Insurance Response: Respectfully, Cadence Insurance has more than 37,000 clients and services more than 104,000 policies across the US and internationally. We provide many of them with services that are substantially similar to those outlined in this RFP. Providing a list of all of these clients would not be practical. The list of key Arkansas clients we provided earlier is indicative of the clients that we have a relationship with across our footprint.

- List of failed projects, suspensions, debarments, and significant litigation.

Cadence Insurance Response: Not applicable as there have not been any adverse events.

- An outline or other information relating to why the Vendor's experience qualifies in meeting the specifications stated in Section 3 of this RFP.

Cadence Insurance Response: We have no further comment in this regard and feel our responses to the previous questions indicate our competencies.

A Vendor shall provide information on any conflict of interest with the objectives and goals of the Subcommittee that could result from other projects in which the Vendor is involved. Failure to disclose any such conflict may be cause for Contract termination or disqualification of the response.

Cadence Insurance Response: Cadence Insurance is not aware of any conflicts of interest that could result from other projects with the objectives and goals of the Subcommittee.

A Vendor or its subcontractor(s) must list all clients that were lost between August 2021 and the present and the reason for the loss. The Subcommittee reserves the right to contact any accounts listed in this section. A Vendor must describe any contract disputes involving an amount of thirty-five thousand dollars (\$35,000) or more that the Vendor, or its subcontractor(s), has been involved in within the past two (2) years. Please indicate if the dispute(s) have been successfully resolved.

Cadence Insurance Response: As a broker that ranks in the Top 1% of the nation's largest brokers, Cadence Insurance derives over \$155 million in revenue from insurance placements, risk consultation and risk management backroom support to over 40,000 clients in, and outside the US. We maintain over a 95% customer retention rate but, due to normal competitive pressures, market dynamics, client ending operations or insolvency, we do lose clients. Listing all clients lost since August 2021, and the reasons for those losses is impractical. If the BLR or Subcommittee has a concern that needs further due diligence, we can provide a list of the top five 5 (as determined by revenue) Arkansas clients lost during this time period.

5.5.1 BACKGROUND INVESTIGATION

Vendors must allow the BLR to perform an investigation of the financial responsibility, security, and integrity of a Vendor submitting a bid, if required by the Subcommittee.

Cadence Insurance Response: Cadence Bank, Cadence Insurance's parent company, is publicly traded and a member of the New York Stock Exchange. We would refer to the filed 10Q and 10K reporting for the BLR's due diligence if needed.

SECTION 6. EVALUATION CRITERIA FOR SELECTION

6.0 GENERALLY

The Vendor should address each item listed in this RFP to be guaranteed a complete evaluation. After initial qualification of proposals, selection of the Successful Vendor will be determined in a meeting of the Subcommittee by evaluation of several factors.

The Subcommittee has developed evaluation criteria that will be used by the Subcommittee and that is incorporated in Section 6.1 of this RFP. Other agents of the Subcommittee may also examine documents.

Submission of a proposal implies Vendor acceptance of the evaluation technique and Vendor recognition that subjective judgments must be made by the Subcommittee during the evaluation of the proposals.

The Subcommittee reserves, and a Vendor by submitting a Proposal grants to the Subcommittee, the right to obtain any information from any lawful source regarding the past business history, practices, and abilities of Vendor, its officers, directors, employees, owners, team members, partners, and/or subcontractors.

Cadence Insurance Response: Cadence Insurance understands and agrees to these terms.

6.1 EVALUATION CRITERIA

The following evaluation criteria are listed according to their relative importance; however, the difference between the importance assigned to any one criterion and the criteria immediately preceding and following is small:

- Directly related experience;
- Pricing;

Availability to perform the work and attend meetings;
Plan for providing services;
Proposed personnel and the credentials of those assigned;
Compliance with the requirements of the RFP; and
Past performance.

Cadence Insurance Response: Cadence Insurance understands and agrees to these terms.

PROPOSAL SIGNATURE PAGE

Type or Print the following information:

Prospective Contractor Contact Information

Contact Person: William B. Birch Title: Sr. Vice President – Risk Consultant

Phone: Office Direct: (501) 614-1170 Alternate Phone: Mobile: (501) 454-8687

Email: Bill.Birch@CadenceInsurance.com

Confirmation of Redacted Copy

☐ YES, a redacted copy of proposal documents is enclosed.

☒ NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

Note: If a redacted copy of the proposal documents is not provided with the Vendor's proposal, and neither box is checked a copy of the unredacted documents will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).

Illegal Immigrant Confirmation

By signing and submitting a response to this RFP and by certifying online at <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>, the Vendor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Vendor certifies that they will not employ or contract with illegal immigrants during the aggregate term of the contract.

Israel Boycott Restriction Confirmation

By checking the box below, the Vendor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

☒ Vendor does not and will not boycott Israel.

Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction Confirmation

By checking the box below, the Vendor agrees and certifies that they do not boycott energy, fossil fuel, firearms, or ammunition industries, and if selected, will not boycott energy, fossil fuel, firearms, or ammunition industries during the aggregate term of the contract.

☒ Vendor does not and will not boycott energy, fossil fuel, firearms, or ammunition industries.

An official authorized to bind the Vendor to a resultant contract shall sign below.

The Signature below signifies agreement that any exception that conflicts with the requirements of this RFP will cause the Vendor's proposal to be disqualified.

Authorized Signature:  Title: Sr. Vice President – Risk Consultant

Printed/Typed Name: William B. Birch Date: 8-19-2023

ATTACHMENT A

OFFICIAL PROPOSAL PRICE SHEET

Note: The Official Proposal Price Sheet must be submitted in a separate envelope or e-mail. Any reference to pricing in the technical proposal shall be cause for disqualification from further considerations for award.

1. Bids should provide at least a 180-day acceptance period.
2. By submission of a proposal, the proposer certifies the following:
 - A. Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition;
 - B. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition;
 - C. The person signing this proposal is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this RFP; and
 - D. Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

The Official Price Proposal Sheet must be submitted in substantially the following form, allowing for the inclusion of specific information regarding positions, goods, services, etc., and signed by an official authorized to bind the Vendor to a resultant contract.

DESCRIPTION	PRICE PER HOUR	NUMBER OF POSITIONS
Cadence Insurance	\$50,000 flat fee	\$50,000 flat fee
Supervisor	Included in the above.	Included in the above.
Other Professional Staff (List by Position)	Included in the above.	Included in the above.
Support Staff	Included in the above.	Included in the above.
Travel	Travel in addition to fee for outside of Arkansas staff traveling in for meetings. Budget will be provided for prior approval.	Travel in addition to fee for outside of Arkansas staff traveling in for meetings. Budget will be provided for prior approval.
DESCRIPTION	PRICE PER UNIT (IF APPLICABLE)	TOTAL PRICE
Subcontractors (if any)		
Milliman Actuary Services	\$10,000 flat fee Travel in addition to fee and will submit for prior approval.	\$10,000 flat fee Travel in addition to fee and will submit for prior approval.
Somers Risk Consulting	\$15,000 flat fee Travel in addition to fee and will submit for prior approval.	\$15,000 flat fee Travel in addition to fee and will submit for prior approval.
AmWINS	No cost as current broker for ASBA Property program.	No cost as current broker for ASBA Property program.
CRC	No cost as current broker for AMIT Property program	No cost as current broker for AMIT Property program
Descartes Underwriting	No cost, treating as goodwill and prospective account acquisition.	No cost, treating as goodwill and prospective account acquisition.
Travel		

Any Additional Goods & Services (List Individually)		
TOTAL MAXIMUM AMOUNT OF BID:		\$75,000 flat fee



Signature, Title

8-19-2023

Date

William B. Birch, Sr. Vice President – Risk Consultant



APPENDIX

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: ☒ Yes ☐ No Cadence Insurance

TAXPAYER ID NAME: 72-1381997

IS THIS FOR: ☒ Goods? ☒ Services? ☒ Both?

YOUR LAST NAME: Birch FIRST NAME: William M.I.: B

ADDRESS: 17900 Chenal Parkway, Suite 100

CITY: Little Rock, STATE: Arkansas ZIP CODE: 72223 COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her position of control? what is his/her position of control?	Person's Name(s)	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY				
General Assembly									
Constitutional Officer									
State Board or Commission Member									
State Employee									

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature  Title Sr. Vice President - Risk Consultant Date 8-19-2023

Vendor Contact Person William B. Birch Title Sr. Vice President - Risk Consultant Phone No. (501) 614-1170

Agency use only

Agency Number _____ Agency Name _____

Agency Contact Person _____

Contact Phone No. _____

Contact or Grant No. _____

**ARKANSAS COMMISSION FOR PUBLIC SCHOOL ACADEMIC
FACILITIES AND TRANSPORTATION EMERGENCY AMENDMENT TO
RULES GOVERNING PROPERTY INSURANCE REQUIREMENTS**

April 11, 2007

1.00 REGULATORY AUTHORITY

- 1.01 The Arkansas Commission of Public School Academic Facilities and Transportation's authority for promulgating these Rules is pursuant to Ark. Code Ann. §§ 6-21-114, as amended by 2007 Ark. Acts No. 625 and 25-15-201 *et seq.*

2.00 PURPOSE

- 2.01 The purpose of these Rules is to establish the process, guidelines, and minimum recommended property, boiler, machinery, and extended coverage insurance requirements for all buildings, structures, facilities and business personal property owned by a school district.

3.00 DEFINITIONS - For the purpose of these Rules, the following terms mean:

- 3.01 "Actual Cash Value" – The cost of replacing damaged or destroyed property with comparable new property minus depreciation.
- 3.02 "Agreed Value" – The specified maximum amount of insurance that will be paid for a building or structure.
- 3.03 "Boiler and Machinery (Equipment Breakdown)" – This type of coverage covers loss and damage as a result thereof, resulting from the malfunction of boilers and machinery.
- 3.04 "Code Upgrade" – See "Ordinance and Law".
- 3.05 "Co-Insurance" – The amount of insurance a district must carry in order to be indemnified for the total dollar amount of the actual loss; not all policies have a Co-Insurance clause. No public school property eligible to receive facilities assistance listed in Section 4.02 of these Rules will be insured for less than 90% of replacement cost.
- 3.06 "Deductible" – The amount of loss paid by the insured per claim.
- 3.07 "Earth Movement (Earthquake)" – This type of insurance provides protection to insured property damaged as a result of earthquake, landslide, rockslide, mudslide, mud flow, earth rising, earth sinking, earth

collapsing, or collapse of sinkholes. This type of insurance coverage may be purchased as an optional coverage.

- 3.08 “Extra Expense” - Following a covered loss, this type of insurance coverage provides payment for cost above normal operating expenses for the facility prior to loss. Example, temporary facilities (portable classrooms), additional transportation costs and setup and utility costs after a building was damaged or destroyed and rendered unusable by a tornado or fire.
- 3.09 “Flood” – The rising, overflowing or breaking boundaries of rivers, lakes, streams, or similar waterways or man made bodies of water. Insurance coverage for flood damage may be purchased as an optional coverage.
- 3.10 “Instructional Materials” – Traditional books and trade books in printed and bound form; activity-oriented programs; manipulatives; hand-held calculators; hands-on materials; and technology-based materials that require the use of electronic equipment in order to be used in the learning process.
- 3.11 “In-Transit” – This type of insurance provides coverage while property is in due course of transit within the boundaries of the policy territory. Examples of items typically covered by this type of insurance coverage are: coverage for band instruments, uniforms and other school owned equipment if damaged or destroyed on an authorized field trip or school sponsored extra-curricular activity, or in transit under the authorization of the school district.
- 3.12 “Money and Securities” – This type of insurance provides coverage for losses incurred due to burglary and robbery only, but does not cover losses incurred due to theft by such means as embezzlement or deception. This type of coverage does not include valuable papers.
- 3.13 "New Construction" – Means any improvement to an academic facility and, if necessary, related areas such as the physical plant and grounds, that brings the state of condition or efficiency of the academic facility to a state of condition or efficiency better than the academic facility's original condition of completeness or efficiency. "New construction" includes additions to existing academic facilities and new academic facilities.
- 3.14 “Newly Acquired Property or Business Personal Property” – This type of insurance coverage is limited to a specified time frame. School districts covered by this type of insurance should inform their insurer 15 to 30 days prior to accepting new construction from the contractor.

- 3.15 "Ordinance and Law (Code Upgrade)" – A type of insurance designed to provide sufficient coverage to bring a damaged or destroyed building into compliance with current building code provisions that were not in effect when the building was originally constructed, as mandated by the International Building Code.
- 3.16 "Real property" – Means land and anything attached to or erected on it, excluding anything that may be severed without injury to the land.
- 3.17 "School district(s)" - A geographic area with an elected board of directors that qualifies as a taxing unit for purposes of ad valorem property taxes under Title 26 of the Arkansas Code and which board conducts the daily affairs of public schools under the supervisory authority vested in it by the General Assembly and Title 6 of the Arkansas Code.
- 3.18 "Stated Value" – See "Agreed Value".
- 3.19 "Structures" – This term includes, but is not limited to, signs, light poles, bleachers, covered walks, fences.
- 3.20 "Terrorism" – Means activities against persons, organizations, or property that involve the threat or commission of violence or a dangerous act. Insurance coverage for damages caused by acts of terrorism may be purchased as an optional coverage.
- 3.21 "Transit" – See "In Transit".

4.00 INSURANCE REQUIREMENTS

- 4.01 Each school district shall provide or acquire All Risk property coverage for direct physical loss of or damage to school district buildings, structures, and business personal property (contents).
- 4.02 Each school district shall ensure that coverage shall be provided for all school district buildings, structures, and business personal property at each described location and identified on a statement of values unless otherwise scheduled. Any school district building, structure or business personal property not insured for at least 90% of replacement cost shall not be eligible, for purposes of facility assistance, for any state facility funding assistance administered by the Arkansas Commission for Public School Academic Facilities and Transportation.
- 4.03 Coverage extensions for school district buildings, structures and business personal property shall include the following recommended minimums:
 - 4.03.1 Extra Expense - \$2,000,000 per occurrence

- 4.03.2 Law and Ordinance (Code Upgrade) - \$1,000,000 per occurrence.
- 4.03.3 Property in Transit - \$100,000 per occurrence.
- 4.03.4 Money and Securities - \$5,000 per occurrence
- 4.03.5 Newly Acquired Buildings and Structures for 90 days - \$1,000,000 per occurrence.
- 4.03.6 Newly Acquired Business Personal Property for 90 days - \$500,000 per occurrence.
- 4.03.7 Boiler and Machinery – Broad Form
- 4.04 Optional coverage shall be considered for:
 - 4.04.1 Earth Movement
 - 4.04.2 Flood
 - 4.04.3 Terrorism
- 4.05 Property, Boiler and Machinery and Extended Coverage insurers shall have an A.M. Best Rating of A-, Class FSC VIII or better.
- 4.06 The Bid Requests from school districts to obtain insurance coverage meeting or exceeding the amounts set forth in these Rules shall be mailed to potential bidders at least 45 days prior to the inception date of the policy(s) in compliance with Arkansas state procurement law. *See Ark. Code. Ann. §§ 19-11-101, et seq.*
- 4.07 The following shall be included with the Request for Bid:
 - 4.07.1 Statement of Values
 - 4.07.2 Current Deductible
 - 4.07.3 Loss History for the past 3 years
 - 4.07.4 Address schedule of all district buildings and structures.
- 4.08 Total insured content values for all of the school district's properties shall equal or exceed 20% of the total building values.
- 4.09 Content values shall be based on the school district's latest inventory of assets, including those items not reported on Arkansas Public School Computer Network as well as furnishings that fall below the threshold for listing, as well as expendable items such as instructional materials and food products.
- 4.10 School Districts shall comply with insurance "statement of values" reporting requirements to the Division of Public School Academic Facilities and Transportation.
- 4.11 School Districts shall obtain written assurance from their insurance agent that school district buildings are insured to current replacement costs. Coverage for extra expense, law and ordinance, etc., as outlined in Section

4.03 shall be reviewed to determine what limits, if any, should be changed due to the size of the school district.

5.00 EMERGENCY

- 5.01 WHEREAS, the 86th Arkansas General Assembly enacted Act 625 that went into effect March 28, 2007; and
- 5.02 WHEREAS, Act 625 requires a Rule to be enacted to give instruction and guidance to school districts in their purchase of property insurance; and
- 5.03 WHEREAS, changes must become effective immediately to allow for the proper implementation of school district property insurance open bids;
- 5.04 THEREFORE, an EMERGENCY is declared to exist and the Arkansas Commission of Public School Academic Facilities and Transportation promulgates this emergency rule pursuant to the authority of Ark. Code Ann. § 25-15-204.

6.00 EFFECTIVE DATE

- 6.01 These emergency rules shall become effective immediately upon approval by the Arkansas Commission of Public School Academic Facilities and Transportation.



EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is hereby declared to be the policy of **Cadence Bank** to provide equal employment opportunity in all aspects of employment — including recruitment, hiring, transfer, promotion, compensation, benefits, training and educational assistance – to all employees without regard to race, creed, color, national origin, religion, sex, age, disability, Vietnam era or disable veteran status.

Cadence has developed affirmative action plans to ensure the full utilization of minorities, females, individuals with disabilities, Vietnam era and disabled veterans in our workforce.

Responsibility for ensuring compliance with and full implementation of this policy has been assigned to Sheila Ray, Executive Vice President, Chief Talent Officer of Human Resources, whom I have designated as our Equal Employment Officer.

I am counting on all managers and supervisory personnel to support this policy and to base all decisions on employment so as to further the principle of equal employment opportunity. If necessary, however, violations of this policy will be met with the appropriate action.

A handwritten signature in blue ink, appearing to read "James D. Rollins, III", is positioned above a horizontal line.

JAMES D. ROLLINS, III

1/1/2023

This Employer Participates in E-Verify

E-Verify™



This employer will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

IMPORTANT: If the Government cannot confirm that you are authorized to work, this employer is required to provide you written instructions and an opportunity to contact SSA and/or DHS before taking adverse action against you, including terminating your employment.

Employers may not use E-Verify to pre-screen job applicants or to re-verify current employees and may not limit or influence the choice of documents presented for use on the Form I-9.

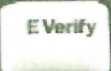
In order to determine whether Form I-9 documentation is valid, this employer uses E-Verify's photo screening tool to match the photograph appearing on some permanent resident and employment authorization cards with the official U.S. Citizenship and Immigration Services' (USCIS) photograph.

NOTICE:

Federal law requires
all employers
to verify the identity and
employment eligibility
of all persons hired to work
in the United States.

If you believe that your employer has violated its responsibilities under this program or has discriminated against you during the verification process based upon your national origin or

citizenship status, please call the Office of Special Counsel at 1-800-255-7688 (TDD: 1-800-237-2515).

Employment Verification.  Done.

For more information on E-Verify,
please contact DHS at:

1-888-464-4218



E-VERIFY IS A SERVICE OF DHS AND SSA

Este Empleador Participa en E-Verify

E-Verify™



Este empleador le proporcionará a la Administración del Seguro Social (SSA), y si es necesario, al Departamento de Seguridad Nacional (DHS), información obtenida del Formulario I-9 correspondiente a cada empleado recién contratado con el propósito de confirmar la autorización de trabajo.

IMPORTANTE: En dado caso que el gobierno no pueda confirmar si está usted autorizado para trabajar, este empleador está obligado a proporcionarle las instrucciones por escrito y darle la oportunidad a que se ponga en contacto con la oficina del SSA y, o el DHS antes de tomar una determinación adversa en contra suya, inclusive despedido.

Los empleadores no pueden utilizar E-Verify con el propósito de realizar una preselección de aspirantes a empleo o para hacer nuevas verificaciones de los empleados actuales, y no deben

restringir o influenciar la selección de los documentos que sean presentados para ser utilizados en el Formulario I-9.

A V I S O:

La Ley Federal le exige a todos los empleadores que verifiquen la identidad y elegibilidad de empleo de toda persona contratada para trabajar en los Estados Unidos.

A fin de poder determinar si la documentación del Formulario I-9 es válida o no, este empleador utiliza la herramienta de selección fotográfica de E-Verify para comparar la fotografía que aparece en algunas de las tarjetas de residente y autorizaciones de empleo, con las fotografías oficiales del Servicio de Inmigración y Ciudadanía de los Estados Unidos (USCIS).

Si usted cree que su empleador ha violado sus responsabilidades bajo este programa, o ha discriminado en contra suya durante el proceso de verificación debido a su lugar de origen o condición de ciudadanía, favor ponerse en contacto con la Oficina de Asesoría Especial llamando al 1-800-255-7688 (TDD: 1-800-237-2515).

Employment Verification.  Done.

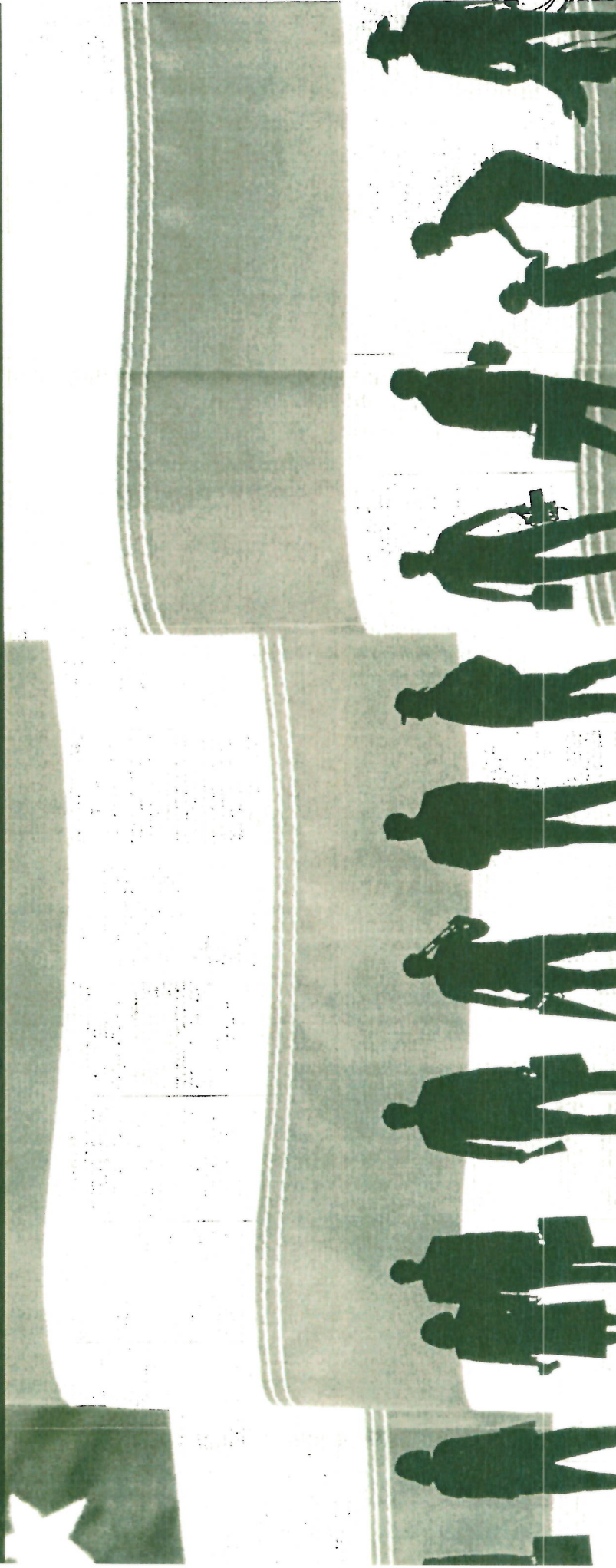
Para mayor información sobre E-Verify, favor ponerse en contacto con la oficina del DHS llamando al:

1-888-464-4218



E-VERIFY IS A SERVICE OF DHS AND SSA

SI USTED TIENE DERECHO A TRABAJAR, no deje que nadie se lo quite.



Si tiene derecho a trabajar legalmente en los Estados Unidos, existen leyes para protegerlo contra la discriminación en el trabajo.

Debe saber que -

Ningún patrón puede negarle trabajo, ni puede despedirlo, debido a su país de origen o su condición de inmigrante.

En la mayoría de los casos, los patrones no pueden exigir que usted sea ciudadano de los Estados Unidos o residente permanente o negarse a aceptar

Si se ha encontrado en cualquiera de estas situaciones, usted podría tener una queja válida de discriminación.

Comuníquese con la Oficina del Consejero Especial (OSC) de Prácticas Injustas en el Empleo Relacionadas a la Condición de Inmigrante para obtener ayuda en español.

Llame al 1-800-255-7688; TDD para personas con problemas de audición: 1-800-237-2515. En Washington, DC, llame al (202) 616-5594; TDD para personas con problemas de audición: (202) 616-5525. O escribale a OSC a la siguiente dirección:

U.S. Department of Justice
Office of Special Counsel - NYA
950 Pennsylvania Ave., N.W.
Washington, DC 20530

**Departamento de Justicia
de los Estados Unidos,
División de Derechos
Civiles**

Oficina del Consejero Especial



NOTIFICATION TO HANDICAPPED, VIETNAM VETERANS AND DISABLED VETERANS

This organization is a government contractor, subject to Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, which require government contractors to take affirmative action to employ and advance in employment qualified handicapped individuals, disabled veterans, and veterans of the Vietnam Era. If you have such a handicap, or are a disabled veteran covered by these programs and would like to be considered under the Affirmative Action Program, please tell us. Submission of this information is voluntary and refusal to provide it will not subject you to discharge for disciplinary treatment. Compensation offered to Veterans and individuals with a disability will not be reduced because of any disability income, pension, or other benefit the applicant or employee may receive.

If you are handicapped, a disabled veteran or a veteran of the Vietnam Era, we would like to include you under the Affirmative Action Program. It would assist us if you tell us about (1) any special methods, skills and procedures which qualify you for positions that you might not otherwise be able to do because of your handicap, so that you will be considered for any position of that kind, and (2) the accommodations which we could make which would enable you to perform the job properly and safely, including special equipment, changes in the physical layout of the job, elimination of certain duties relating to the job, or other accommodations.

The Bank's Affirmative Action Program for handicapped individuals, disabled veterans and veterans of the Vietnam Era may be obtained for inspection by any applicant or employee at the Bank's Human Resources Office, between the hours of 1:00 p.m. and 4:00 p.m. any week day.

Submission Confirmation

Thank you for your submission.

We have recorded your submission. Please [click here](#) to return to the home page.

Print Disclosure Submission

Vendor:	Cadence Insurance
Tax ID:	1997
Disclosure Statement:	I certify that I DO NOT employ or contract with an illegal immigrant.
Contact E-mail:	bill.birch@cadenceinsurance.com
Submitted on:	08-19-23

EXECUTIVE ORDER E0-98-04
EXECUTIVE ORDER DISCLOSURE FORM

NAME: Cadence Insurance

ADDRESS: 17900 Chenal Parkway, Suite 100 Little Rock, AR 72223

Street

City

State/Zip County

CONTRACT NO: RFP Number: BLR23001 Educational Facilities Property Insurance Consulting Services

FEDERAL NO: _____

CONTRACT EFFECTIVE DATE: Upon Approval of the Legislative Council

B. DISCLOSURE REQUIREMENTS

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, employment, or grant with any state agency, that any individual desiring to contract with, be employed by, or receive grant benefits from, any state agency shall disclose whether that person is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence. Agencies shall require that any non-individual entity desiring to contract with, or receive grant benefits from, any state agency shall disclose (1.) any position of control, or (2.) any ownership interests of 10% or greater, that is held by a current or former member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence.

As a condition for obtaining funding through a contract, lease, purchase agreement, or a grant with the Department of Health and Human Services, the following information must be disclosed:

Individual contractor indicate below if you are:

	Current	Former	Term(s) of service
1. A member of the general assembly	No	No	
2. A constitutional officer	No	No	
3. A state employee	No	No	
4. Serving as a commission or board member	No	No	

Individual contractor indicate below if you are a spouse or immediate family member of an individual that is;

	Current	Former	Term(s) of service	Relative's name and relationship
1. A member of the general assembly	No	No		
2. A constitutional officer	No	No		
3. A state employee	No	No		
4. Serving as a commission or board member	No	No		

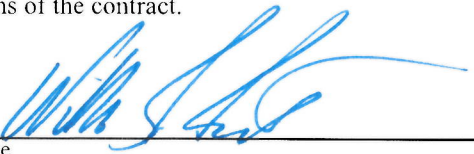
Non-individual entity list any individual who holds a position of control or ownership interest of 10% or greater in the entity if the individual is:

	Current	Former	Relative's name & Term(s) of Service	Relationship	Individual
1. A member of the general assembly	No	No			
2. A constitutional officer	No	No			
3. A state employee	No	No			
4. Serving as a commission or board member	No	No			

Non-individual entity list any individual who holds a position of control or ownership interest of 10% of greater in the entity if the individual is a spouse or immediate family member of:

	Current	Former	Term(s) of service	Relative's name & Relationship	Individual
1. A member of the general assembly	No	No			
2. A constitutional officer	No	No			
3. A state employee	No	No			
4. Serving as a commission or board member	No	No			

Failure of any person or entity to disclose under any term of Executive Order 98-04 shall be considered a material breach of the terms of the contract.



 Signature

08-19-2023

 Date

Sr. Vice President – Risk Consultant

 Title

THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT

NAME: _____

ADDRESS: _____
Street City State/Zip County

PHONE: _____ FAX: _____

CONTRACT: _____

CONTRACT EFFECTIVE DATE: _____

DISCLOSURE OF SUBCONTRACTORS

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, or grant with any state agency, that any individual or entity desiring to contract with any state agency shall require that any subcontractor, sub-lessor, or other assignee (hereafter 'Third Party'), shall disclose whether such Third Party is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence, or if any of the persons described in this sentence hold any position of control or any ownership interest of 10% or greater in the Third Party, and shall report any such disclosure by the Third Party to the agency. The disclosure requirements of this paragraph shall apply during the entire term of the contract, lease, purchase agreement, or grant, without regard to whether the subcontract, sublease, or other assignment is entered into prior or subsequent to the contract date.

Third Party shall indicate below if he/she is:

	Current	Former	Term(s) of Service	Relative's name & relationship	Third Party
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Third Party shall indicate below if he/she is a spouse or immediate family member of an individual that is

	Current	Former	Term(s) of service	Relative's name & relationship	Third Party
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Agencies shall require, as a further condition of obtaining or renewing any contract or agreement with any state agency, that the individual or entity desiring to contract shall incorporate into any agreement with a Third Party, previously defined, the below stated language, and any other necessary language as provided by rules and regulations promulgated to enforce Executive Order 98-04, which provides that failure of the Third Party to disclose the identity of any person or entity described previously shall be considered a material breach of the agreement.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Agency under the provisions of existing law.

Signature of Third Party

THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT


Cadence Insurance, Inc.
PO BOX 250
GULFPORT MS 39502-0250

License No: 100113894 State of Arkansas NPN: 4054982
Insurance License
Arkansas Insurance Department
Cadence Insurance, Inc.

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

NON-RESIDENT

LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Insurance Producer	10/01/2022	09/30/2023	Accident and Health or Sickness, Casualty, Life, Property, Variable Life and Variable Annuity
Surplus Lines Agency	01/01/2022	12/31/2022	


ALAN MCCLAIN
Insurance Commissioner

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or E-mail: insurance.license@arkansas.gov

License No: 100113894

State of Arkansas
Insurance License
Arkansas Insurance Department
Cadence Insurance, Inc.

NPN: 4054982

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

NON-RESIDENT

LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Insurance Producer	10/01/2022	09/30/2023	Accident and Health or Sickness, Casualty, Life, Property, Variable Life and Variable Annuity
Surplus Lines Agency	01/01/2022	12/31/2022	



ALAN MCCLAIN
Insurance Commissioner

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or
E-mail: insurance.license@arkansas.gov

WILLIAM BRADY BIRCH
10 FIR CV
MAUMELLE AR 72113-7500

License No: 1661289

State of Arkansas

Insurance License

Arkansas Insurance Department

WILLIAM BRADY BIRCH

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

RESIDENT

LICENSE TYPE	LICENSE		LINES OF AUTHORITY
	EFFECTIVE DATE	EXPIRATION DATE	
Consultant	03/01/2021	02/28/2023	Accident and Health or Sickness, Casualty, Life, Property
Insurance Producer	03/01/2021	02/28/2023	Accident and Health or Sickness, Casualty, Life, Property



ALAN MCCLAIN
Insurance Commissioner

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or
E-mail: insurance.license@arkansas.gov

License No: 1661289

State of Arkansas

Insurance License

Arkansas Insurance Department

WILLIAM BRADY BIRCH

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

RESIDENT

LICENSE TYPE	LICENSE		LINES OF AUTHORITY
	EFFECTIVE DATE	EXPIRATION DATE	
Consultant	03/01/2021	02/28/2023	Accident and Health or Sickness, Casualty, Life, Property
Insurance Producer	03/01/2021	02/28/2023	Accident and Health or Sickness, Casualty, Life, Property



ALAN MCCLAIN
Insurance Commissioner

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or
E-mail: insurance.license@arkansas.gov

Kenneth Gary Estes
PO BOX 251510
LITTLE ROCK AR 72225-1510

License No: 8626793

State of Arkansas
Insurance License
Arkansas Insurance Department

Kenneth Gary Estes

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

RESIDENT

LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Consultant	01/01/2022	12/31/2023	Accident and Health or Sickness, Casualty, Life, Property
Insurance Producer	01/01/2022	12/31/2023	Accident and Health or Sickness, Casualty, Life, Property

Alan McClain
ALAN MCCLAIN
Insurance Commissioner

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or E-mail: insurance.license@arkansas.gov

License No: 8626793

State of Arkansas
Insurance License
Arkansas Insurance Department
Kenneth Gary Estes

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

RESIDENT			
LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Consultant	01/01/2022	12/31/2023	Accident and Health or Sickness, Casualty, Life, Property
Insurance Producer	01/01/2022	12/31/2023	Accident and Health or Sickness, Casualty, Life, Property

Alan McClain
ALAN MCCLAIN
Insurance Commissioner

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or E-mail: insurance.license@arkansas.gov

Brendan T Monaghan
1917 N HARRISON ST
LITTLE ROCK AR 72207-4618

License No: 15912577

State of Arkansas

Insurance License

Arkansas Insurance Department

Brendan T Monaghan

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

RESIDENT

LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Insurance Producer	02/01/2022	01/31/2024	Accident and Health or Sickness, Casualty, Life, Property



ALAN MCCLAIN
Insurance Commissioner

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or
E-mail: insurance.license@arkansas.gov

License No: 15912577

State of Arkansas

Insurance License

Arkansas Insurance Department

Brendan T Monaghan

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

RESIDENT

LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Insurance Producer	02/01/2022	01/31/2024	Accident and Health or Sickness, Casualty, Life, Property

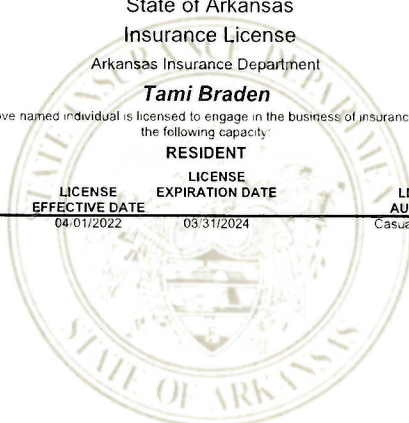


ALAN MCCLAIN
Insurance Commissioner

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or
E-mail: insurance.license@arkansas.gov

Tami Braden
37 BONITA DR.
PERRYVILLE AR 72126

License No: 11182920		State of Arkansas Insurance License Arkansas Insurance Department	
Tami Braden			
This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:			
RESIDENT			
		LICENSE	LINES OF
LICENSE TYPE	EFFECTIVE DATE	EXPIRATION DATE	AUTHORITY
Insurance Producer	04/01/2022	03/31/2024	Casualty, Property



Alan McClain
ALAN MCCLAIN
Insurance Commissioner

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or E-mail: insurance.license@arkansas.gov

License No: 11182920

State of Arkansas
Insurance License
Arkansas Insurance Department

Tami Braden

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

RESIDENT

LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Insurance Producer	04/01/2022	03/31/2024	Casualty, Property



Alan McClain
ALAN MCCLAIN
Insurance Commissioner

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or E-mail: insurance.license@arkansas.gov

LORI RHEA MARSHALL
405 SUMLER PL
AUSTIN AR 72007-9408

License No: 1665601

State of Arkansas
Insurance License
Arkansas Insurance Department
LORI RHEA MARSHALL

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

RESIDENT

LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Insurance Producer	09/01/2022	08/31/2024	Accident and Health or Sickness, Casualty, Life, Property
Surplus Lines Producer	01/01/2022	12/31/2022	

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or E-mail: insurance.license@arkansas.gov

Alan McClain
ALAN MCCLAIN
Insurance Commissioner

License No: 1665601

State of Arkansas
Insurance License
Arkansas Insurance Department
LORI RHEA MARSHALL

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

RESIDENT

LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Insurance Producer	09/01/2022	08/31/2024	Accident and Health or Sickness, Casualty, Life, Property
Surplus Lines Producer	01/01/2022	12/31/2022	

Alan McClain
ALAN MCCLAIN
Insurance Commissioner

NIKOLE SINGER FRUEND
93 BURGESS LN
GREENBRIER AR 72058-9641

License No: 8304895

State of Arkansas
Insurance License
Arkansas Insurance Department

NIKOLE SINGER FRUEND

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

RESIDENT

LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Adjuster	12/01/2022	11/30/2024	Casualty
Insurance Producer	12/01/2022	11/30/2024	Casualty, Property

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or E-mail: insurance.license@arkansas.gov

Alan McClain
ALAN MCCLAIN
Insurance Commissioner

License No: 8304895

State of Arkansas

Insurance License

Arkansas Insurance Department

NIKOLE SINGER FRUEND

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

RESIDENT

LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Adjuster	12/01/2022	11/30/2024	Casualty
Insurance Producer	12/01/2022	11/30/2024	Casualty, Property

Alan McClain

ALAN MCCLAIN
Insurance Commissioner