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**Request for Proposals to Provide  
Insurance Brokerage Services  
for:**

**City of Saratoga Springs, New York**

**Submitted for Consideration by:**

**ADIRONDACK TRUST INSURANCE AGENCY  
31 Church Street  
Saratoga Springs NY 12866**

**To be opened:  
Thursday July 2, 2015 at 2:00 p.m.**

CITY OF SARATOGA

JUL 02 2015

OFFICE OF RISK AND SAFETY



**Please include the names, mailing addresses, telephone number, facsimile number and electronic mail of the principal contact person for your firm and the principal author of the submission.**

Principal Contact:

Eugene G Quirk  
President  
31 Church Street  
P.O. Box 336  
Saratoga Springs, NY 12866  
Phone 518-584-5300 x3241  
Direct 518-886-0609  
Cell 518-857-1983  
Fax 518-584-7306  
[gquirk@adirondacktrustinsurance.com](mailto:gquirk@adirondacktrustinsurance.com)

Principal Author:

Matthew D'Abate, CIC  
Vice President/Marketing Manager  
31 Church Street  
P.O. Box 336  
Saratoga Springs, NY 12866  
Phone 518-584-5300 x3225  
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Cell 518-937-6971  
Fax 518-584-7306  
[matt@adirondacktrustinsurance.com](mailto:matt@adirondacktrustinsurance.com)

**Provide brief resumes for the professional members of your firm who will be assigned to the City's insurance program on a priority basis including: Principal, Broker, Customer Service Representative, and Claims Handler.**

**Principal: Eugene G Quirk, President**

Office Phone: (518) 584-5300 x3241  
Cell Phone: (518) 937-6971  
Email: [gquirk@adirondacktrustinsurance.com](mailto:gquirk@adirondacktrustinsurance.com)  
Tenure with our firm: 15 years  
Length of time in Insurance: 34 years

Insurance Experience:

Mr. Quirk has over 30 years of experience in the insurance field. He began his career with The Hartford Insurance Group working as an Executive Underwriter and Training Manager. Since 2000, Mr. Quirk has been the President of Adirondack Trust Company Financial Services, Inc. and a Senior Vice President of the Adirondack Trust Company. Mr. Quirk has had experience both as an underwriter and as a producer of municipal business. During the municipal insurance crisis of 1987, Mr. Quirk served as The Hartford Insurance Company's spokesperson and decision maker on the New York State MAPS program committee. This committee was responsible for providing insurance coverage for municipalities around the state and solved the insurance availability crisis. Mr. Quirk obtained his Bachelor of Arts Degree from Union College.

State Of New York License #: BR 719769

**Broker: Matthew D'Abate, CIC Vice President**

Office Phone: (518) 584-5300 x3225  
Cell Phone: (518) 937 -6971  
Email: [matt@adirondacktrustinsurance.com](mailto:matt@adirondacktrustinsurance.com)  
Tenure with our firm: 19 years  
Length of time in insurance: 13 years

Insurance Experience:

Mr. D'Abate has 13 years of insurance experience, all in various positions with Adirondack Trust Insurance Agency. He has served as an Account Executive, Marketing Manager and Service Manager. He is the Vice President of Adirondack Trust Company Financial Services, Inc. and is also a Vice President of the Adirondack Trust Company. Presently, Mr. D'Abate is the Commercial Insurance Manager overseeing the placement of all commercial P & C business within the agency. This includes ATIA's entire book of public entities including municipalities, VFDs and School Districts. Mr. D'Abate has worked closely with the City of Saratoga Springs Risk Manager regarding a number of city-related, insurance/risk management issues including the City Center Gun Shows, Code Blue and a number of claims at City-owned buildings. Mr. D'Abate holds a Bachelor of Science Degree from Skidmore College and a Master of Business Administration degree from Union College.

State Of New York License #: BR 974897

**Account Manager:** Donna McCallum, CIC  
Phone: (518) 584-5300 x3224  
Email: [dmccallum@adirondacktrustinsurance.com](mailto:dmccallum@adirondacktrustinsurance.com)  
Tenure with our firm: 26 years  
Length of time in insurance: 35+ years

Insurance Experience:

Ms. McCallum has over 30 years of experience both with insurance carriers and our agency (26 years). Presently, she services the insurance needs of 21 municipal entities including cities, towns, villages and water & sewer authorities. In addition, she services 8 fire districts, the Saratoga Springs City Center, the Saratoga Springs Public Library, and Saratoga Hospital. Ms. McCallum is also extremely familiar with the City of Saratoga Springs having served five years as the Account Executive for the City while working for the Wise Insurance Agency. Ms. McCallum is an expert in servicing Municipal Insurance clients and, if, as a result of this RFP, Adirondack Trust Insurance is favored as agent for the City, Ms. McCallum will be the primary contact for day-to-day service.

State Of New York License #: BR 721637

**Claims Manager:** Rick Conley, Senior Vice President  
Phone: (518) 458-1800 x3309  
Cell Phone: (518) 339-7628  
Email: [rconley@amsure.net](mailto:rconley@amsure.net)  
Tenure with our firm: 10 Months  
Length of time in insurance: 25 years

Insurance Experience:

Mr. Conley's Public Entity background includes Risk Management, Claims Management and Loss Analysis. Mr. Conley has more than 25 years of Claims Management experience and specializes in coverage analysis and claim settlement. He began providing Risk Management and Claim Management services to Public Entities in the New York/New England region during the 1990's while working for Reliance Insurance Company. In 2000, Mr. Conley moved to the Fuller & O'Brien Agency where he served as a Risk and Claim Manager as well as an Account Executive for Public Entity clients, including but not limited to, the City of Albany, New York. Mr. Conley holds a Bachelor of Science degree from the State University of New York at New Paltz.

State Of New York License #: BR 548128

**Claims Handler:** Karen Romanow, Senior Claims Specialist  
Phone: (518) 458-1800 x3315  
Email: [kromanow@amsure.net](mailto:kromanow@amsure.net)  
Tenure with our firm: 18 Years  
Length of time in insurance: 25 years

Insurance Experience:

Ms. Romanow has been ATIA for 18 years, serving as the agency's Senior Claims Specialist for ATIA's Commercial and Personal lines P&C clients. Ms. Romanow manages the administrative related functions associated with client claims including but not limited to receiving, processing and reporting claims, tracking claim settlements and interfacing with carrier claim adjusters to advance the prompt and fair resolution of claims.

**Other Insurance Professionals on Staff with Municipal Experience:**

**David R. Meager**  
[dmeager@adironacktrustinsurance.com](mailto:dmeager@adironacktrustinsurance.com)

Mr. Meager is an Account Executive for Adirondack Trust Insurance Agency. He is the former owner and principal of Round Lake Insurance and is also the former Supervisor of the Town of Malta. Mr. Meager served as Town Supervisor for 34 years before retiring from that position on 12/31/05. Mr. Meager sold his insurance agency to Adirondack Trust in 2001, and has been a vital and integral part of our municipal team since that time. Dave is currently the producer for 16 municipalities, 28 fire districts and 8 emergency rescue squads. With decades of experience involving both the governing needs and insurance needs of municipalities, Dave is an invaluable source of knowledge and expertise regarding municipal insurance. He is uniquely qualified to assist Mr. Quirk and Mr. D'Abate and the rest of our Municipal team in handling the City's Insurance and Risk Management program. Mr. Meager holds a Bachelor of Arts from Union College.

**Guy Alonge, III, CPCU - President**  
[guy@amsure.net](mailto:guy@amsure.net)

Mr. Alonge is the President of the Amsure Division of Adirondack Trust Company Financial Services, Inc. and is a member of the Board of Directors of The Adirondack Trust Company. Mr. Alonge has over 25 years of insurance and risk management experience and serves many of the largest client relationships for our firm. Prior to joining Amsure in 1991, Mr. Alonge served as a Senior Insurance Consultant for Price Waterhouse in its New York and Philadelphia offices and as a Senior, Large Accounts Underwriter for Reliance Insurance Company in Philadelphia and Baltimore. Mr. Alonge holds a Bachelor of Science Degree from the University at Albany and a Master of Business Administration Degree from New York University.

**Justin R. Riccio –Vice President**

[jriccio@amsure.net](mailto:jriccio@amsure.net)

Mr. Riccio is a producer for Amsure and his client expertise ranges from regional middle market clients to large risk management accounts. His main area of focus has been the public entity niche for many years including handling the placement, servicing, and loss control for the City of Albany's insurance program during his tenure at Arthur J Gallagher. Mr. Riccio holds a Bachelor of Arts degree from the University of Delaware.

**Sue Kawa**

[skawa@adironacktrustinsurance.com](mailto:skawa@adironacktrustinsurance.com)

Mrs. Kawa has over 25 years of experience as an insurance service representative. Mrs. Kawa will be the back-up service representative for Ms. McCallum, should she be needed. Presently Mrs. Kawa handles the day-to-day insurance needs of 9 municipalities, including cities, towns and villages, along with some fire districts. Mrs. Kawa's expertise is the analysis of contract requirements and insurance policy forms.

**Describe your firm, including profile, experience and background, branch offices (if any), and your staff specializing in public entity insurance and risk management.**

Offices

Main Office

Name: Adirondack Trust Insurance Agency  
Address: 31 Church Street Saratoga Springs, New York 12866  
Phone: (518) 584-5300  
Fax: (518) 584-7306  
Web Site URL: [www.adirondacktrustinsurance.com](http://www.adirondacktrustinsurance.com)  
Tax ID: 14-1829030

Branch Office

Name: Amsure, a division of ATCFSI  
Address: 12 Computer Drive West, Albany, NY 12205  
Phone: (518) 458-1800  
Fax: (518) 584-7306

Adirondack Trust Company Financial Services, Inc. DBA Adirondack Trust Insurance Agency is a wholly owned subsidiary of The Adirondack Trust Company (explained in more detail below). In addition to the two insurance offices listed above, the bank has 12 branches located in the City of Saratoga Springs and surrounding communities. They are:

- 473 Broadway Saratoga Springs, New York 12866
- 322 Ruhle Road, Ballston Lake, New York 12019
- 224 Church Avenue Ballston Spa, New York 12020
- 315 Church Street Saratoga Springs, New York 12866
- 24 Maple Street, Glens Falls New York, 12081
- 2510 Route 9 Malta, New York 12020
- 162 Northline Road Ballston Spa, New York 12020
- 100 Saratoga Boulevard (Prestwick Chase), Saratoga Springs, New York, 12866
- 376 Bay Road, Queensbury, New York 12804
- 112 South Broadway Saratoga Springs, New York 12866
- 650 Maple Avenue Wilton, New York 12831
- 3017 Route 50 Wilton, New York 12866

WHO WE ARE

Founded in 1901, The Adirondack Trust Company is the largest independent, community bank-based financial service company in the City of Saratoga Springs. Our firm is privately held featuring an Employee Stock Ownership Trust (ESOT). We are one of the largest employers headquartered within the City of Saratoga Springs (with 255 employees) and are a significant financial contributor to the local economy.

Adirondack Trust Company Financial Service Inc., d/b/a Adirondack Trust Insurance Agency was founded in 2001 and is a wholly owned subsidiary of The Adirondack Trust Company.

Since 2001 Adirondack Trust Insurance Agency (ATIA) has steadily grown to become one of the largest insurance agencies in the Capital Region (based on annual revenues). We've done that through organic growth and the acquisition of four insurance agencies.

In 2001, Adirondack Trust Insurance acquired The Round Lake Company, Inc. (founded in 1949), followed by the 2004 acquisition of Wise Financial Group (founded in 1974) and Clients First Insurance Agency (founded in 1993) in 2005.

Then in March of 2008, Adirondack Trust Insurance Agency acquired Amsure Associates, Inc. (founded in 1945). Amsure was one of the Capital Region's premier independent insurance agencies. The addition of Amsure and its professional staff to the Adirondack Trust Insurance team strengthens our ability to provide a full array of insurance and financial services to all of our clients. While the Amsure name is still in use, we (Amsure, Adirondack Trust Insurance and our employees) are one insurance agency in all aspects of business.

For the purposes of this RFP, whenever you see the letters ATIA we are referring to our entire insurance division (both the Adirondack Trust Insurance Agency and Amsure).

### CORPORATE MISSION STATEMENT

The objective of The Adirondack Trust Company and its insurance subsidiary, ATIA, is to operate a high quality, professional, ethical, and friendly place to conduct business. Our ability to prosper and grow as an independent financial services company is directly related to our reputation, maintaining a high level of public confidence and properly servicing the banking, insurance and investment needs of our market area.

### CORPORATE PHILOSOPHIES

#### 1. Providing the Highest Level of Customer Service

This is the hallmark of our firm. Each day, every single transaction is as important as the first one when the company opened its doors for business on January 2, 1902. Every single employee is accessible to customers via the phone or in person. We also strive to offer products and services that meet the needs of our customers. Our commitment to the details of each customer relationship is what truly has established this institution as a leader in our market.



## 2. Investing in our Employees

Adirondack Trust invests in its' employees through training, continuing education and a generous benefits package. Our employees are major assets and critical to our future successes. We seek to empower employees as owners of the company and have them take a personal interest in the company's success. This helps attract and retain highly experienced, ethical, and motivated employees who provide high quality customer service and sound financial advice. It also contributes to our reputation as being a great employer among the financial service companies in our market.

## 3. Serving our Community

Our philanthropic efforts reach well into our market and are a reflection of our historical effort to make all the communities we serve better places to live and work. We are among the largest corporate contributors in our market area and donate to more than 300 non-profit organizations each year in an effort to help fund their initiatives. From human services to youth development and education to health care, we provide numerous cash contributions. In addition, many of our employees contribute thousands of hours of volunteering to community organizations each year. Over the last three years, we have averaged over \$575,000 in contributions to locally operated non-profits.

## 4. Maintaining Financial Stability

Adirondack Trust is committed to maintaining a safe and sound financial position while helping local customers grow and expand. By remaining a strong, locally-owned and operated financial institution, we are positioned to help individuals and businesses in our market area. Financial stability allows us to continue to give significant dollars back to non-profits throughout our market area and in turn help hundreds of organizations.

## 5. Integrity

Honesty, professionalism, and ethical behavior are essential to maintaining the trust of our customers, employees and community. As Adirondack Trust's founder Senator Edgar T. Brackett exhorted his successors, we shall strive "to be an example of high dealing to all who come in contact with us".

## SPECIALIZATION IN MUNICIPAL RISK MANAGEMENT

ATIA's Account Service Team (staff members all listed on pages 3-6) has combined experience of over 100 years of insuring and servicing the risk management and insurance needs of municipalities in Upstate New York. As a result of our efforts, these municipal clients have seen an expansion of their coverages, broadening of risk management services and premium levels that are consistently competitive in the marketplace.

You'll see evidence of our municipal expertise throughout this response, but a specific example of an area our team concentrates on with our municipal clients is contractual risk transfer. We work closely with all of our municipalities to help them design and implement contractual standards to transfer the risk of claims from the municipality to its vendors and/or contractors. These efforts, along with our verification and review of certificates of insurance received, have greatly mitigated the exposure to loss for our municipal clients.

**Provide a detailed description of your commitment, knowledge and work with the Saratoga Springs community.**

Adirondack Trust's commitment, knowledge and work within the City of Saratoga Springs (and the surrounding communities) are second to none. First, as mentioned in a previous response on page 9, we are among the largest corporate contributors to non-profits located in the City. Our philanthropic efforts are focused on making the City of Saratoga Springs a better place to live and work and we average \$575,000 in contributions to local organizations per year.

Aside from our corporation's financial generosity, our employees are also encouraged to give back to the communities we represent with both their time and financial resources. This "giving-back", includes serving on and donating to non-profit boards, becoming an active member of the local chapters of the Lions or Rotary Clubs (or similar civic-minded associations), speaking publicly regarding financial services, educating school children regarding financial services, serving on zoning or planning boards and even running for public office. A list of our employee's involvement in (and around) our community is available upon request (it's too lengthy to include here).

In addition to substantial contributions to our City's non-profit organizations, Adirondack Trust also owns and operates a number of locations and buildings within the City of Saratoga Springs (including our corporate headquarters) and, as a result, we're proud to support the City and the School District directly with our tax dollars. Adirondack Trust is also proud to have 58 of our 255 employees living in, and paying taxes to, the City of Saratoga Springs and its School District.

As for ATIA's actual insurance work within the city, we insure the following City-related insurance clients in addition to the local municipalities listed on Page 12:

- Saratoga Springs Public Library
- Saratoga Springs City Center Authority
- Saratoga Hospital
- Senior Citizens Center of Saratoga Springs
- AIM Services, Inc.
- Saratoga Bridges
- Wellspring (formerly DVRC)
- Saratoga Center for the Family
- Saratoga Springs Rotary Education Foundation

- Saratoga Springs Lions Club
- Saratoga Performing Arts Center
- Saratoga Springs City School District (Excess Workers Compensation)
- Saratoga Economic Development Corporation
- Luther Forest Technology Campus Economic Development Corporation
- Saratoga Arts
- Franklin Community Center
- Saratoga Arts Festival
- Saratoga Chamber of Commerce
- Saratoga Convention and Tourism Bureau (Health Insurance)
- City of Saratoga Springs (Health Insurance)
- Saratoga Springs YMCA (Health Insurance)
- Wesley (Health Insurance)

As a result of placing insurance for these entities, ATIA is intimately involved in the risk management practices for these clients.

Finally, the Board of Directors is comprised of local business leaders (e.g., Phil Glotzbach, Skidmore College's President, Susan Dake from the Stewarts Foundation, Christel McClean from Circus Café, Crown Grille and The Saratoga Juice Bar, Wally Allerdice from Allerdice Hardware and Steve Sullivan from Longfellows and Olde Bryan Inn), all of whom have the well-being of the City of Saratoga Springs in their minds when making decisions for our firm.

In summary, The Adirondack Trust Company and ATIA are interwoven within the economic, political, historical and social fabric of the City of Saratoga Springs and we are committed to supporting, nurturing, and working in/with this community because our very existence depends on its strength.

Please provide a list of your municipal clients in New York State and Saratoga County. Provide contact information for at least three references from the municipal clients named.

**Current Municipal Clients List (Saratoga County Clients designated with SC):**

City of Amsterdam	City of Cohoes
Town of Charlton (SC)	Town of Clifton Park (SC)
Town of Day (SC)	Town of Edinburg (SC)
Town of Galway (SC)	Town of Greenfield (SC)
Town of Greenwich	Town of Hebron
Town of Halfmoon (SC)	Town of Kingsbury
Town of Knox	Town of Malta (SC)
Town of Milton (SC)	Town of Moreau (SC)
Town of Northumberland (SC)	Town of Salem
Town of Salisbury	Town of Saratoga (SC)
Town of Springfield	Town of Stratford
Town of Wilton Water & Sewer Auth.	Village of Cambridge
Village of Galway	Village of Greenwich
Village of Round Lake (SC)	Village of Salem
Village of Schuylerville (SC)	Village of Stillwater (SC)
Village of Victory Mills	Village of Waterford (SC)
Saratoga County Sewer District #1	Saratoga Lake Protection District

**References:**

1. City of Amsterdam  
61 Church St.  
Amsterdam, NY 12010  
Ms. Anne Thane, Mayor  
Tel# 518-841-4311  
E-mail: [athane@amsterdamny.gov](mailto:athane@amsterdamny.gov)
2. City of Cohoes  
97 Mohawk Street  
Cohoes, NY 12047  
Michael Durocher, City Comptroller  
Tel# 518-233-2123  
E-mail: [mdurocher@ci.cohoes.ny.us](mailto:mdurocher@ci.cohoes.ny.us)
3. Town of Clifton Park  
One Town Hall Plaza  
Clifton Park, NY 12065  
Phil Barrett, Town Supervisor  
Tel#: 518-373-8809  
E-Mail: [pbarrett@cliftonpark.org](mailto:pbarrett@cliftonpark.org)

**Describe your firm's access, affiliation and relationship with municipal property and casualty insurers licensed to do business in the State of New York including but not limited to Travelers, Selective and other major insurance carriers within the public entity market.**

Adirondack Trust Insurance presently has relationships with the following municipal insurance markets:

**Travelers** – ATIA places more commercial property and casualty business with Travelers insurance than any other carrier that we represent. We have placed coverage with the following departments within the Travelers Insurance Company; Commercial Accounts, Municipal, Contractors, Global, Inland Marine, Ocean Marine, National Property and Personal Insurance. As a result we have a broad range of contacts within the company including executive level relationships, underwriting managers and leaders, regional vice presidents, underwriters, and claim, loss control and marketing representatives.

**Selective** – ATIA enjoys an excellent relationship with Selective Insurance. ATIA has been awarded the "President's Club" recognition for the past 7 consecutive years as one of Selective's top agencies in the United States. The criteria to become a member of Selective's President's Club are; written premiums of more than \$2.3 million, continued premium growth and a profitable book of business (meaning our front-line underwriting and risk management capabilities have to result in profitable business for Selective). In addition to our standing as one of Selective's top agencies in the country, we write 5 of our municipalities with them and have two dedicated municipal underwriters (new and renewal).

**NYMIR** – ATIA also works closely with the New York Municipal Insurance Reciprocal. We currently insure 23 of our municipalities with NYMIR. We work closely with NYMIR's executive team and senior underwriters. NYMIR focuses exclusively on Municipalities and is a great source of knowledge and expertise in the Municipal Insurance marketplace.

In addition to the insurance carriers listed above, ATIA and our employees have placed municipal insurance with (and have access to) the following municipal insurance brokers and carriers:

Trident/Argonaut  
Houston Casualty Company  
Mckee Risk Management – C N A  
Glatfelter Public Practice – American Alternative Insurance  
Emergency Services Insurance Program – Arch Insurance  
Allied Public Risk – Allied World  
ACE Group

**Describe your firm's affiliation and relationship with professional public entity risk management organizations for example: PRIMA, RIMS, etc.**

Adirondack Trust Insurance is a member of NYPRIMA. Members of our staff recently attended an educational event hosted by NYPRIMA where a number of risk management professionals spoke including Kevin Crawford, the Executive Director of NYMIR. As we speak, we are currently responding to two RFPs for City's within the Capital District. Should we be favored with either of them, Adirondack Trust Insurance will seek to heighten its involvement with Public Entity Risk Management Associations.

In addition, ATIA subscribes to IRMI. IRMI is a premier educator for Risk Management, Insurance and Legal Professionals.

Finally, ATIA is an also an active member the Professional Insurance Agents of New York and the American Bankers Insurance Association.

**Provide a proposal for the provision of insurance and risk management services offered by your firm including, but not limited to:**

### **Loss prevention and control services**

ATIA, in conjunction with the insurance carriers underwriting the City of Saratoga Springs will provide traditional safety and loss prevention services. These services will include property inspections, sprinkler system testing, boiler inspections, Contractual Risk Transfer (CRT) review and education, mechanical and air handling system inspections, construction services consultations and post claim analysis.

More specifically, ATIA and our carriers are prepared to deliver a fleet safety program which includes:

- Driver selection and training policies and procedures. Programs provided would include safe/defensive driving classes.
- Review of the City's vehicle maintenance program. Recommend changes where appropriate.
- Assist the City in the enrollment in The New York State Department of Motor Vehicles License Event Notification Service (LENS) program (if not already a member).
- Develop/enhance the City accident investigation program.
- Regularly scheduled claim reviews performed in an effort to analyze loss situations so similar outcomes can be avoided.

Additionally, we're prepared to deliver a property risk management program which includes:

- Replacement cost valuation analysis provided for all City owned/leased facilities, equipment, and personal property.
- A full array of property inspection services will be coordinated with the Property insurance carrier.
- Review all City operations/facilities for risk identification, hazard assessment and loss control suggestions. Areas often addressed include fire prevention, unsafe work conditions or practices, hazards related to storage or use of materials and equipment.
- Make sure insurance carrier providing coverage for Boiler & Machinery provides jurisdictional boiler inspection services to the City.
- Sprinkler System Analysis — Evaluate design of existing and new sprinkler systems for adequacy in protection against fire.

### **Claims and litigation management services**

ATIA's claims management capabilities are a critical component of our services – in fact, the claims management and litigation services ATIA can provide will help facilitate maximum value from the City's insurance coverages. Here's how we'll approach claims and claims management:

- Determine claim submission criteria
- Review and submit claims in light of pre-determined claim submission criteria
- Coordinate all claim-related stakeholders (e.g., insurers, vendors, claimants, the City, attorneys, etc.) to ensure dedicated, exceptional service
- Follow -up with carrier and City on all open claims
- Quarterly claims reviews – or as necessary
- Analysis and advocacy in coverage disputes
- On-site claim reviews/audits
- Training and seminars

The ATIA service team can and will customize our claim handling procedures for the City following the outline above. These procedures will define the obligations of the City, and the applicable carrier(s). The initial process will commence with a meeting with the City's Risk Manager to discuss past practices and to determine what has worked well for the organization and what has not.

The implementation of these procedures is the initial step. After implementation, claim audits and reviews with the carrier as well as regularly scheduled meetings with the City's Risk Manager to review claims and procedures will regularly inform this iterative process. In our experience, open dialogue and communication allows for the continuous improvement of a claims management program.

### **Municipal education and training resources relative to public entity risk management issues**

The following training tools/courses will be made available to the City and its' employees through our partnership with the City's insurance carriers:

Accident Investigation and claims analysis training  
 Safe/defensive driving  
 Safety Management  
 Construction related program safety  
 Effective Supervision  
 Post-Injury Management  
 Fleet Safety

ATIA doesn't stop with education for our clients. We invest in our employees through education, training and continuing education for our licensed employees. We also encourage participation in industry sponsored webinars and seminars. Specifically, we support education and training in fields where we have significant client base (e.g., Municipalities, Construction, Research Entities, and Social Services). Finally, achievement of professional designations such as Chartered Property Casualty Underwriter (CPCU), Certified Insurance Counselor (CIC) and Certified Insurance Service Representative (CISR) is encouraged and supported financially by the agency.



## **Telecommunication capacity for the binding of coverage, evidence of coverage and communication**

ATIA has been at the forefront of insurance agency technology for 20 years. Our agency management system (AMS – Sagitta) is a robust system and is found in many of the largest insurance agencies in the country. In 1998 we became an early adopter of document imaging. Then in 2003 our agency helped design the integration between our document management system and our agency's management system (Sagitta). This created an essentially "paperless" office in 2003, years before the insurance industry embraced the paperless movement. Our infrastructure includes some of the most cutting edge tools available, including the use of Virtualization (VMWare), thin client technologies, VPN, VOIP phone system, XML, and Web Services.

ATIA also enjoys online access to our insurance carriers and we utilize real time data bridging between our agency management system and insurance company portals. This allows us to bind coverage quickly and easily with our insurance carriers.

Furthermore, ATIA communicates and shares information electronically through encrypted email (w/ attachments), importing/exporting of data via spreadsheets, uploading/downloading of data via secure portals with our clients. As such we can provide evidence of coverage, binders, automobile ID cards, schedules of vehicles and equipment lists to our clients at a moment's notice.

In conjunction with The Adirondack Trust Company we have a proactive approach to technology management and security to ensure our systems are up to date with the most current versions and releases. All servers are monitored 24 hours per day by a third party and we have a documented disaster recovery program in place.

In short, the computer systems and infrastructure we have invested in will directly benefit the City of Saratoga Springs in the following manner:

- Speed, flexibility and security of data transactions
- Collaboration
- 24 hour communication
- Accurate and timely services provided to the City

## **Experience in insuring historical buildings and buildings on the National Historic Register**

ATIA insures a variety of Historical Buildings and buildings on the National Historic Registry. We work with a variety of carriers but have had the most success with Chubb Insurance and The National Trust Insurance Services Agency to place coverage. When placing coverage for unique and Historical buildings it is necessary to properly evaluate the replacement cost and unique features of the building, have the insurance carrier visit the building so they become keenly aware of these distinctive attributes, and then advocate for replacement with like kind and quality in the unfortunate event of a claim.

### **365/24/7 accessibility and availability in the time of crisis and need**

The members of the City's Client Service Team at ATIA are personally available 24 hours a day and can be contacted either by land line, mobile phone, email, or text messaging. In addition, our firm's technology allows our staff remote access so we can provide the City's risk management staff with insurance and claim information from anywhere in the world (as long as a wireless connection is available).

Furthermore, our team is augmented by the entire financial services staff of the Adirondack Trust Company. With 255 employees, The Adirondack Trust Company enterprise stands ready to deliver all the financial services products that City of Saratoga Springs and its employees need.

### **Breadth of our firm's expertise in providing consultative services pertaining, but not limited to:**

#### **Public Private Partnerships**

ATIA has insured the Saratoga Springs City Center Authority since its inception and is very comfortable with the issues and concerns of Public Private Partnerships. Over the years we've assisted the executive director, Mr. Mark Baker, in the development of risk management programs and helped navigate two expansions of their current space.

In addition to insuring the Saratoga Springs City Center Authority, ATIA is the largest insurance brokerage in the United States insuring university related and similar type research organizations. These entities administer grants for sponsored research at some of the country's largest universities (SUNY, Georgia Tech & The University of Georgia) in partnership with some of the country's largest public corporations (e.g., IBM, Tokyo Electron) as well as the US Government (Department of Defense). As a result of working with these clients, our team brings to the table a high level of professional expertise and experience with backgrounds including insurance, risk management, public accounting and independent consulting.

Consequently, ATIA has a broad based knowledge and experience making us uniquely qualified to service the risk management and insurance needs of large government related entities.

#### **Contractual Risk Transfer**

As mentioned previously on page 9 and 10, ATIA is a leader in the industry in performing reviews of Contractual Risk Transfer techniques and protocols. We can and will assist the City in the transference of risk through the development of "friendly" contractual language with vendors, contractors and permit applicants. ATIA's Client

Service Team also has solid experience and a proven track record in advising our clients in the area of contract negotiations and reviews. Specifically, our team has assisted clients with the insurance and risk management language in the following types of contractual agreements:

- Construction and third party vendor related contractual risk transfer clauses
- Intellectual Property Licensing and Technology Transfer agreements
- Confidentiality agreements
- Lease agreements (real property and equipment/tools)
- Equipment Purchase/Asset Transfer agreements
- Staffing Services agreements
- Merger and Acquisition related agreements

### **Special Event Expertise**

ATIA places a wide variety of special event coverage policies including weddings, Harley Davidson bike rallies, Native American Festivals with fire making and spear throwing demonstrations and Camps for Deaf and Blind Children with activities including archery. We are well versed in the issues associated with their placement (liquor, liability, spectator liability, and participant liability). In fact, while ATIA was the insurance representative for the City in the past, we were the preferred provider of Special event policies for events held at the Canfield Casino.

### **Professional Errors and Omissions Specialty Coverage**

ATIA has vast experience with Errors and Omissions coverage and Specialty coverages. Because our research clients (mentioned on page 18) have such varied and unique exposures, we have placed coverage for a wide variety of risks. Our insurance placements include Contractors professional coverage, Miscellaneous E & O, Technology E & O, Medical Malpractice, Lawyers Malpractice, Employed Lawyers Malpractice, Real Estate Errors and Omissions, Environmental Impairment Liability, Cyber/Privacy Liability, Notary Public E & O, Railroad Inspection E & O, Media Liability, International Coverages (GL, Auto, Comp, Crime, etc.), Cyber Liability, Aircraft Liability, Hull and Protection and Indemnity coverage and many more.

Placing coverage to protect against financial damage (and sometimes Bodily Injury and Property Damage) as a result of professional exposures is an area of insurance placement and risk management in which ATIA excels.

### **Specialized Community Issues**

As mentioned previously, Adirondack Trust and ATIA are committed, if not dedicated, to the Communities which we serve. That said, here are some specific circumstances where we've dealt with City related insurance issues:

After public demonstrations against Gun Shows held at the Saratoga Springs City Center, Matthew D'Abate met with the Executive Director of the City Center, the City's Risk Manager, and the Deputy Commissioner of Accounts to determine the appropriate risk management direction for the City Center.

Amidst public pressure placed on the City and one of its building tenants (the Senior Center) to provide a location for the Code Blue program, Matthew D'Abate met with the Deputy Mayor, City Attorneys, City Risk Manager and the Executive Director of the Senior Center to effectively mitigate the risk to all involved.

Finally, Matthew D'Abate has worked closely with a three non-profit tenants of City owned buildings (Senior Center, Franklin Community Center and Saratoga Arts) on a variety of risk management and claim issues. Throughout all of the negotiations and resolutions of all of these issues, Mr. D'Abate and ATIA have kept the best interest of the City of Saratoga Springs in mind.

**Additional Item: Summary of Risk Management Related Services that can and will be provided to the City of Saratoga Springs:**

Negotiate on behalf of the City, the following types of insurance policies (if necessary):

- Property Insurance
- Boiler & Machinery
- Inland Marine
- General Liability
- Excess Liability
- Automobile Coverage
- Crime Coverage
- Public Officials Liability
- Employment Practices Liability
- Law Enforcement Liability
- Miscellaneous Professional Liability
- Wet Marine Coverages (Boat, Hull, Liability)
- Environmental Impairment/ Pollution Insurance
- Cyber/Privacy Liability Insurance
- Media Guard Liability
- Aircraft Liability
- Crime/Kidnap & Ransom/Fidelity
- Sexual Abuse and Molestation coverage
- Special Events policies

As part of our annual engagement with the City, ATIA will remain in constant contact with the key points of contact within your organization. Members of your ATIA team are

available by phone 24 hours a day and we are also available via email and/or text messaging.

Analyze exposures to loss and make appropriate recommendations on how to best transfer, avoid or assume the risks associated with these exposures. Recommendations may include several risk management options including insurance, contractual risk transfer, and self-insurance/retention. Final selection of alternatives should be made based on the City's contractual obligations, financial position and its level of risk tolerance.

Negotiate with insurance carriers on program parameters, terms and conditions, contractual wording and premium issues based on our analysis of the associated exposures, anticipated claim frequency and volume and market conditions.

Monitor carrier performance with regard to Loss Control and Claims services. Initiate, coordinate and monitor all Loss Control and Risk Management programs between ATIA, the City and its insurance companies.

Issue required evidences of insurance (i.e., coverage binders, certificates of insurance, posting notices, identification cards), policies and endorsements. Review/edit final policy documents to ensure compliance with issuance instructions.

Review losses/claims/suits as they are submitted. Recommend measures that will serve to prevent repetition of future claims.

Monitor insurance carrier claim payment, reserving and settlement practices once a claim has been reported to the carrier. Aggressively advocate on behalf of the City's interest in order to obtain the best possible claim settlement.

Monitor and review all aspects of an insurance carrier's operations including audits, and billings. Verify results for accuracy. Interim reviews (where applicable) of ratable exposures will be performed to avoid premium variations at final audit.

Review Contractual Agreements including insurance clauses associated with bid specifications, indemnification and hold harmless agreements, performance guarantee clauses and other third party agreements.

The City's exposures to loss will be reviewed by our staff and ATIA's technical committee will analyze the current insurance program from a coverage, limits and pricing standpoint and recommend appropriate alternatives.

Assist the City with the maintenance of existing internal risk management procedures and directives (i.e., permit policies, agreements with subcontractors, etc.).

Provide specialized and separate premium billing invoices

**Disclose any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of your firm that could present a real or perceived conflict of interest.**

We are not aware of any conflicts of interest that would result from ATIA earning the right to represent the City of Saratoga Springs. Furthermore, representing the City of Saratoga Springs will not cause Adirondack Trust Insurance to split commission, pay a consultant or enter in to a contractual arrangement that creates a real or perceived conflict of interest. In short, there are neither conflicts of interest nor commission splitting.

**Disclose any pending investigation of your firm or enforcement or disciplinary actions taken within the past three years by the NYS Department of Insurance or other regulatory body.**

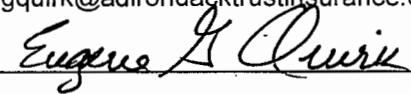
NYS Department of Financial Services doesn't have any ongoing investigations into Adirondack Trust Insurance nor has there been any past enforcement or disciplinary actions since our inception.

**Please provide the details of any claims and or litigation commenced against you by a municipal client within the last five years regarding the procurement or management of your firm's handling of their total cost of risk.**

There have been no claims filed against our firm by our municipal clients.

**Please discuss any other relevant factors that should be considered by the City.**

As a result of ATIA's experience, expertise, knowledge of and commitment to the City of Saratoga Springs, we believe our firm is uniquely qualified and would be very proud to represent the City as its insurance agent and advisor.

**COMPANY NAME:** Adirondack Trust Insurance Agency  
**ADDRESS:** 31 Church Street, Saratoga Springs NY 12866  
**PHONE NUMBER:** (518) 584-5300  
**E-MAIL ADDRESS:** gquirk@adirondacktrustinsurance.com  
**AUTHORIZED SIGNATURE:**   
**PRINTED NAME:** Eugene G. Quirk  
**TITLE:** President, Adirondack Trust Insurance Agency  
**DATE:** 7/2/2015



## Waiver of Immunity Clause

Section §139(a) State Finance Law

Upon the refusal by a representative of our firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

## Non-Collusive Bidding Certification

Section §139(d) State Finance Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Signature: Eugene G. Quirk Print Name: Eugene G. Quirk

Title: President Date: 7/2/15

Company: Adirondack Trust Insurance Agency Address: 31 Church Street, Saratoga Springs  
Ny 12866

Subscribed to under penalty of perjury under the laws of the State of New York, this 2<sup>nd</sup> day of July, 2015 as the act and deed of said corporation of partnership.



## Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- Conflict of Interest: The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

### Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: Eugene J. Quirk  
Title: President

Printed name:  
Date:

Eugene Quirk  
7/2/15

Company Name: Adirondack Trust Insurance Agency





## City of Saratoga Springs, NY: *Risk and Safety Agreement for Professional Services*

Company Name: Adirondack Trust Insurance Agency  
Company Address: 31 Church Street Saratoga Springs NY 12866  
Company Telephone No.: 518-584-5300  
Company Fax No.: 518-584-7306  
Consultant Primary Contact for This Project: Eugene Quirk  
Title: President

The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above:

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (*City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- Excess Liability Insurance: Ten Million Dollars per Occurrence Aggregate
- Professional Liability Insurance: One Million per Claims with Two Million Aggregate
- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as *Additional Insured on a primary and non-contributory basis* prior to the commencement of any work or use of City facilities. The

failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an *Additional Insured on a primary and non-contributory* basis for all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Consultant, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Consultant Signature: Eugene G. Quirk Date: 7/2/15



**Bidders Submittal Instructions**

**BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED AS FOLLOWS:**

**Step One:** You MUST execute and include the following documents with your response:



- Your response to the RFP in question (1 original and 4 copies)
- Waiver of Immunity and Non-Collusive Bidding Certification
- Vendor Code of Conduct
- Risk & Safety Agreement
- **Certificate of Insurance** (as outlined in Risk & Safety Agreement)
  - **Including Worker's Compensation Certificate**

***FAILURE TO SUBMIT RFP DOCUMENTS AS OUTLINED ABOVE WILL LEAD TO IMMEDIATE RFP DISQUALIFICATION.***

**Step Two:** Enclose your bid in a sealed envelope marked:

RFP #: 2015-21 – Insurance Brokerage Services  
Name of Bidder: Adirondack Trust Insurance  
Bid Opening: Thursday July 2, 2015 at 2:00 p.m.

**Step Three:** Please return your response to this RFP to the following address:

**City of Saratoga Springs  
Department of Accounts  
474 Broadway  
Saratoga Springs, NY 12866**