



Carrie Eklund
Central Services Manager
Finance Department

**REQUEST FOR PROPOSALS
INSURANCE BROKERAGE SERVICES
RFP NO.: 610-FIN-072**

6/4/10

Name of Proposing Firm: _____
Address _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-Mail: _____

RFP Opening Time and Date 11:00 a.m., Local Time, Wednesday, June 30, 2010

Proposals will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Bid Deposit/Bid Bond: NO
Prevailing Wage NO
Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. RFP Opening Date and Time
2. Title of Job
3. RFP Number

RETURN PROPOSALS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104
Telephone: (815) 987-5560

PROPOSALS SUBMITTED BY FASCIMILE OR E-MAIL WILL NOT BE ACCEPTED

PROPOSAL RESULTS:

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174. or at www.rockfordil.gov

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus "Per Item" Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The supplier will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
7. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the Bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
8. Safety. Prevention of accidents at any project is the sole responsibility of the vendor and its subcontractors, agents, and employees. The vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the vendor.
9. Control of the Work. With respect to the vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the vendor. The vendor shall be considered to be an "independent contractor" pursuant to Illinois law.
10. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

11. Performance Bond. When required by the specifications herein, the successful firm shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

12. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

13. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

14. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The successful firm may not subcontract any portion of the contract after award without written consent of the City of Rockford Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

15. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the Contractor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

16. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at their request and expense.

17. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

18. Restrictive or Ambiguous Specifications. It is the responsibility of the prospective firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

19. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within 7 calendar days. A successful protest may result in the reversal of a previously awarded contract.

20. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties.

The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

21. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

22. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

23. Prevailing Wage: When required by Illinois State Statutes or otherwise specified herein, not less than the Prevailing Rate of Wages as found by the Illinois Department of Labor or determined by the court of review shall be paid to laborers, workman and mechanics performing work under this contract. Prevailing wage information may be obtained on the Internet by accessing The Illinois Department of Labor website at <http://www.state.il.us/agency/IDOL/>.

24. Certified Payroll. All Certified Payroll reports must be submitted monthly via email, in Excel or some format compatible with Excel, to certified.payroll@rockfordil.gov.

25. Substance Abuse Prevention. When required by Illinois State Statutes, employers must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

26. Apprenticeship Requirement. For construction contracts over \$50,000, contractors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the contractor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

27. Indemnification. To the fullest extent permitted by law, the vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts. This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois. Further, the vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts. Under no circumstances shall the vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

28. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

29. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

30. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

31. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

**BID REQUIREMENTS FOR
EQUAL EMPLOYMENT OPPORTUNITY**

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.
Note: The number of employees must be entered under each category (no check marks)

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, must provide expiration date entered in the place provided therefore.
5. Certificate of Non-Barred Bidding

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, AND 5 COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____ % of our work force are minorities and _____ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

_____ is the official who will be responsible for implementing this policy statement.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise _____

Women Business Enterprise _____

Neither _____

City-Certified? Yes _____ No _____

City Certified? Yes _____ No _____

(Revised 12/21/09)

**Insurance Brokerage Services
RFP No.: 610-FIN-072**

1.0 General Information

1.1 Intent. The intent of this Request for Proposals (RFP) is to acquire services of a qualified insurance broker.

1.2 Coverage Required. The City of Rockford is self insured for most risk. The successful broker must be able to provide services for the following insurance requirements:

- General Liability/Excess General Liability
- Excess Worker's Compensation
- Public Official Bonds/Fidelity Bonds
- Property, Inland Marine and Crime
- Boiler and Machinery Coverage
- Open Lot Coverage

Additional coverage may be pursued at a later date upon recommendation of the selected broker.

1.3 Governing Law. The City of Rockford is a "Local Public Entity" as defined by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et. seq.).

1.4 Exposures. Exposures and activities may be segregated into the following areas:

- City Hall – 425 East State Street
Includes the following City departments, divisions and locations: Mayor's Office, Council Chambers, Legal, Finance, Human Resources, Community and Economic Development, Public Works Administration and Engineering. Finance Payment Center for water bills, parking tickets, etc.
- Public Safety Building – 420 West State Street
Includes the Police Department. The facility is owned jointly with Winnebago County, property maintenance is the responsibility of the County.
- Fire Administration – 201 South First Street
Includes Fire Administration, Prevention, and 911 Center.
- City Yards – 523 South Central Avenue
Includes three buildings: Yards Administration with offices, lunchroom, training/meeting space; Yards Operations with vehicle repair space, offices, and vehicle storage; and Building 8, with traffic staff and sign shop.
- Water Operations – 1111 Cedar Street
Includes office space, vehicle storage and lab/water testing facilities for the Water utility.
- Coronado Theater – 314 North Main Street
The City owns this restored historic theater building; operations are handled by CPAC, an independent organization.
- Head Start
Fairgrounds Site: 902 North Acorn Street
Henrietta Site: 200 North Johnston Avenue
Orton Keyes Site: 653 Ranger Street
Includes early childhood education facilities.

- Various development properties
The City owns various properties held for development purposes, including the Barber Coleman complex at 1300 Rock Street, Armory Building at 613 North Main Street, Ingersoll Property at 301 South Water Street (with current tenants), Chick Hotel at 123 South Main Street, Amerock Building at xxx.

1.5 Contract Term. The length of this contract will be one year from date of award, with four (4) additional annual renewal options. Renewals will be executed upon mutual agreement of the parties.

1.6 Contact. The contact for this request for proposals is Carrie Eklund, Central Services Manager, at 815-987-5565 or carrie eklund@rockfordil.gov. Questions should be submitted no later than one (1) week prior to the due date listed on the front of this request for proposals.

2.0 Specific Requirements

2.1 Scope of Services. The City desires to retain a qualified and experienced insurance broker to assist with the following:

- 2.1.1 Competitively market all lines of insurance
- 2.1.2 Notify the City of any local, State or Federal legislative activity that may impact the City's operation
- 2.1.3 Notify the City of any insurance industry activity that may impact the City's operation
- 2.1.4 Reduce costs for all of the City's insurance programs
- 2.1.5 Provide verification of insurance
- 2.1.6 Provide customary advisory services or written reports as required.
- 2.1.7 Review insurance company recommendations and policies for appropriateness to City functions

2.2 Specific Objectives. The list below reflects specific tasks and objectives which will be the responsibility of the successful vendor. Proposals received must reflect, in detail, proposed methodologies which meet the listed requirements.

- 2.2.1 Prepare insurance applications, compile and format support information needed and requested by insurance company underwriters. Compile and maintain historical underwriting information.
- 2.2.2 Obtain insurance market coverage options and premium quotes without commissions. State innovative approaches to meet City requirements in today's insurance markets.
- 2.2.3 Propose innovative insurance policy coverage to meet unusual needs.
- 2.2.4 Present market coverage options and premium quotes to the Central Services Manager at least 45 business days before the requested coverage date. Presentations will include an outline of insurance policy (endorsement) coverage and exclusions.
- 2.2.5 Bind coverage and provide the Central Services manager policies within 30 days of placing coverage.
- 2.2.6 Review all binders, policies and endorsements to assure coverage is as described, with no exclusions or endorsements that are not fully disclosed and approved and provide a written report to the Central Services Manager.
- 2.2.7 Prepare a coverage summary page and a list of contact information for each policy provided, including updated summary pages as revisions may occur. Prepare and

maintain a historical premium cost/loss ratio history for each insurance policy, and in total.

- 2.2.8 Prepare and distribute certificates of insurance as requested.
- 2.2.9 Secure coverage endorsements as needed.
- 2.2.10 Track renewal of insurance policies and issue binders when appropriate to prevent coverage lapse.
- 2.2.11 Refund all return premiums within 30 days from effective date of cancellation.
- 2.2.12 Attend and participate in meetings at the request of the Central Services Manager.

2.3 Basis of Award.

- 2.3.1 Evaluation Team. An evaluation team will be used to review proposals submitted. This evaluation team shall consist of members of the Legal and Finance Departments.
- 2.3.2 Evaluation Criteria. Proposals will be evaluated based on the following criteria, each worth a total of twenty-five (25) points with 100 total points possible.
 - Experience and References.
 - Completeness of Proposal response.
 - Qualifications of staff specifically assigned to the City.
 - Cost.
- 2.3.3 Vendor Selection. The evaluation team will review proposals and rate each based on the above evaluation criteria. The scores will be averaged and the firm with the highest average score will be selected. Interviews may be conducted to clarify proposal responses or obtain additional information from vendors.

2.4 Information to be Submitted. Vendors submitting proposals should provide the following information:

- 2.4.1 Company Information. Introduce your organization, contact information, and services you offer.
- 2.4.2 Key Staff. Include resumes of key staff who will be specifically assigned to the City.
- 2.4.3 References. Include three (3) references from similar sized clients. Municipal references are preferred.
- 2.4.4 Proposal. Provide information which allows the City to evaluate the firm's capability to provide the scope of services and specific objectives listed above.
- 2.4.5 Fees. Provide a schedule of services and fees that will be paid by the City for providing insurance broker services. These fees will be less commissions. By paying a fee, the City expects all insurance quotes less commissions.
- 2.4.6 Number of Copies. An original and three (3) copies of the proposal should be submitted.