<table>
<thead>
<tr>
<th><strong>Name of Proposal</strong></th>
<th>Broker/Agent of Record for Insurance Services</th>
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<tbody>
<tr>
<td><strong>Deadline for Proposal Submittal</strong></td>
<td>Wednesday, September 23, 2020 at 4:00 p.m.</td>
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| **Submission of Proposals** | One original (and two copies if mailed) submitted to: 
Finance Director Brittany Sandquist 
City of Adel 
PO Box 248, 301 S. 10th Street 
Adel, IA 50003 |
| **Method of Submission** | Mailed or emailed |
| **Contact Person, Title** | Brittany Sandquist, Finance Director |
| **Email Address** | bsandquist@adeliowa.org |
| **Phone Number** | (515) 993-4525 |
| **Fax Number** | (515) 993-4527 |

The ONLY official position of the City is that position which is stated in writing and issued by the Finance Director. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

No proposals will be considered which have not been received by the deadline set forth. The City is not responsible for delays occasioned by the United States Postal Service, the internal mail delivery of the City, email servers, or any other means of delivery employed by the bidder.
I. Introduction

The City of Adel, Iowa (hereinafter “City”) is seeking a qualified Broker/Agent of Record (hereinafter “Broker”) with municipal government experience whose Firm (either individually owned or corporate) (hereinafter “Firm”) can provide the scope of services specified.

The City’s process is designed to identify the qualifications and procurement proposals best aligned to meet the City’s objectives and to enable the City’s review panel to make a clear recommendation for a Broker to the City Council. The City’s panel will be composed of City staff and officials with experience in insurance services and/or administration.

Request for Proposals (RFP)

The prospective Broker is required to respond in writing to the questions and to submit its proposal to provide the scope of services. The answers will be reviewed by the City’s panel.

Review and Possible Interviews

Based on the RFP, the City’s panel may narrow the most responsive proposals to select at least two (2) but not more than five (5) for further consideration, including possible interviews with the City’s panel. Following this review, the final selection will be based on the proposal that best meets the requirements set forth in the RFP and that is in the best interest of the City. At the time the City Council awards an Agreement for Broker Services, it will be based on the proposals received without additional submissions from the Broker, and all proposals will be available to the public.

Additional Notes

The City shall not be responsible for any costs incurred by the Broker/Firm to prepare or submit its RFP, or if invited to present and interview.

Any RFP submitted by a Broker may be withdrawn up until the date and time due, by the Broker submitting a written request to withdraw. All submitted materials not withdrawn will become the property of the City. Brokers shall take careful note that no substantive or unilateral changes by the Broker will be allowed to the RFP following the due date.

The City reserves the right to request clarification of information submitted and to request additional information from a Broker without changing the terms of the RFP. Failure to furnish all information requested may disqualify the RFP. RFPs received in response to this invitation will be for the entire scope of services defined herein; a partial proposal for this solicitation will not be considered.
The City reserves the right, at its sole discretion, to waive any formalities, to terminate this process at any time, or to reject any and all submissions without penalty prior to the execution of a Professional Services Agreement (hereinafter “Agreement”) acceptable to the City.

Any agreement shall be on forms either supplied or approved by the City and shall contain and conform, at a minimum, to the applicable services outlined in the RFP, and/or any City requirements for contractual Agreements.

II. **Timeline**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date (Subject to Change)</th>
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<tr>
<td>Issuance of RFP</td>
<td>Tuesday, September 1, 2020</td>
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<tr>
<td>Proposal Due Date</td>
<td>Wednesday, September 23, 2020 at 4:00 p.m.</td>
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<tr>
<td>Review of Proposals</td>
<td>September 24 – 29, 2020</td>
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<tr>
<td>Possible Interviews</td>
<td>September 30 – October 7, 2020</td>
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<tr>
<td>City Council Approval</td>
<td>Tuesday, October 13, 2020 OR Monday, October 26, 2020</td>
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<tr>
<td>Start of Agreement</td>
<td>Friday, January 1, 2021</td>
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III. **Term of Contract**

The selected Broker will be designated for a three-year period commencing on January 1, 2021, with an option to renew the contract for three additional one-year periods by mutual agreement of both parties.

IV. **Background**

The City is currently a member of the Iowa Association of Municipal Utilities Safety Group Insurance Program which provides coverage and protection in the following categories: general liability, automobile liability, automobile physical damage, public officials’ liability, police professional liability, cyber liability, workers compensation, property, crime, inland marine and boiler and machinery. These coverages are primarily provided by EMC Insurance but can involve various other insurance carriers as needed. The City has been pleased with their participation in the Iowa Association of Municipal Utilities Safety Group Insurance Program and intends to remain a member of that program.
The City seeks a Broker to provide a high level of service that has experience insuring governmental entities in Iowa. The City is willing to consider recommended changes to coverage limits and deductibles as part of its overall risk management strategy.

V. **Compensation**

The Broker shall be compensated based on the commission percentage provided in the EMC policies and any other policies the City elects to purchase. Compensation is received directly from EMC and any other insurance carrier utilized. No other fees/commission shall be paid to the Broker.

VI. **Scope of Services**

While the exact range and extent of services is subject to negotiation of an Agreement, it is anticipated that the selected Broker shall provide, at a minimum, the following:

1. Working with City management, analyze the insurance needs of the City and provide written recommendations for change where appropriate or dictated by changing exposures, market conditions and/or laws.
2. Organize renewal information and prepare insurance specifications.
3. Conduct a review of the City’s Statement of Values (“SOV”) and complete an on-site visit of the locations listed on the SOV on an annual basis.
4. Obtain coverage/policy documents from coverage providers and provide to the City in a timely manner.
5. Review all binders, coverage documents and endorsements to assure coverage is as intended. Verify accuracy of all coverage documents and invoices prior to delivery.
6. Maintain a summary of all coverage lines and endorsements. This should identify the type of coverage, coverage provider name, policy/coverage period, and a brief synopsis of the coverage features, limits, deductibles, and contributions/premiums. Summary listings must be updated as revisions/changes occur.
7. Oversee and coordinate all relevant services performed by coverage providers/underwriters or any related service agencies.
8. Place, cancel and otherwise handle, at the direction of and benefit of the City, all coverage placements, binders, policies, and endorsements in a timetable that avoids lapses in coverage.
9. Assist the City in submittal of claims to coverage provider(s). Interface with the provider when coverage issues arise.

10. Assign a representative to the City who will be responsible for communication with City officials and who, along with other representatives assigned, must be available to the City for consultation on insurance related issues and concerns.

11. Attend meetings related to the insurance program with City staff and other interested parties, as requested.

12. Review various insurance publications and provide the City with copies of articles and other items applicable to municipal insurance issues.

13. Provide the City with municipal market trends and news updates on a regular basis.

14. Coordinate (at a minimum) annual claims meeting(s) with City staff and a representative of the insurance provider.

15. Acts as a liaison between the City and coverage provider/carrier to resolve claims.

16. Advise the City, when requested, on coverage applicability to specific claims.

17. Consult with the City regarding the proposed claims counsel the coverage provider plans to use with any claim.

18. Review loss runs quarterly, provide copies of the loss runs to the City and advise of any unanticipated problems.

19. Provide workers compensation claims support.

20. Provide safety and loss prevention services.

**VII. Format for Response**

Every effort will be made by City staff to compare proposals on an “apples to apples” basis. For purposes of comparison, it is important to follow these parameters:

1. Be concise and use common language, knowing that the reviewers are not insurance professionals.
2. Answer all items completely and answer in the order presented below; use at least 12-point font; and limit your responses to twenty-five (25) or fewer typed single-sided pages. Rest assured that your efforts for brevity that address each item will be well received and carefully considered. The objective is for you as a Broker to provide the City with an adequate understanding of your abilities, the insurance services, and the extent of services your Firm provides.

3. Supplemental information (i.e. brochures, sample documents, etc.) either requested by the City or considered by the Broker to be appropriate may be included at the end of the RFP (these items will not count towards the page limit). When submitting supplemental information, you must clearly identify what item number the supplemental information addresses. Although you may submit supplemental information, City staff will focus its attention on written answers.

4. At the time the City Council awards an Agreement for Broker Services, it will be based on the proposals received without additional submissions from the Broker. No unilateral changes will be allowed following the proposal due date.

5. It is the City’s right to request any necessary clarifications of the Broker’s proposal without changing the terms of the proposal.

VIII. Minimum Qualifications of Broker

1. Provide an Executive Summary on the Firm’s letterhead which summarizes the proposal, scope of services and bears the signature of the individual authorized to bind the Firm.

2. The following information must be provided to determine if the Broker meets the minimum qualifications. If your Firm cannot provide these items, please do not submit an RFP.

   a) Confirm that the Broker is currently licensed in Iowa to provide the insurance services described herein and provide supporting documentation (i.e. Broker Certificate of Authority).

   b) The Broker’s office address that would be assigned to directly service the City.

   c) A brief statement confirming that the Firm serves as an independent Broker.

Broker/Firm

3. Simply stated, tell us the most compelling reason why the City should select your Firm as its Broker.
4. Provide a brief description of your Firm’s history and how you see your Firm adding value to the City. Include your Firm’s customer service philosophy and management style.

5. If selected to be the City’s Broker, describe your vision of that relationship with the City.

6. Describe your Firm’s process to develop a thorough understanding of your client’s objectives and exposures that enable you to recommend appropriate coverages and deductibles.

7. Describe your Firm’s process to provide claims support for your clients. To what extent is the Firm willing to be involved in resolving problems with claims between the City and the insurance carrier(s), a third party, or an insured member of the City.

Concept and Solution

8. Discuss in detail the scope of services the Firm will provide to the City.

   a) Identify the services the Firm would not provide to the City.

   b) Identify additional services the Firm would provide to the City.

9. Provide a technical plan/tentative work schedule displaying tasks and an estimate of time envisioned by the Firm in its relationship with the City during the first twelve (12) months after contract award.

Personnel and References

10. Please provide a brief statement of each of the following identifying their area(s) of expertise, the working relationship envisioned, and why each is qualified to provide services to the City.

   a) Firm’s owner.

   b) Local personnel and the primary local personnel most likely to be assigned to the City’s accounts.

   c) Regional and/or national support personnel most likely to be assigned to the City’s account to support the local servicing team.

11. Please submit a list of three (3) clients who will attest to the quality of their experience with the Firm as their Broker. The list must consist of two (2) current clients and one (1)
former client. Municipal clients are preferred, if available. Please specify the type of work performed for each client, the period retained as a client, and indicate personnel who worked on the client’s account. Additionally, for each client provide the current name, title, address, phone, and email address of a person the City may contact as a reference regarding the Firm’s services.

Professional Services Agreement

12. The Broker/Firm will be required to sign a professional services agreement, as drafted by the City Attorney, that will represent the contractual relationship. Additionally, the Broker agrees to protect, defend, hold harmless and indemnify the City, its officers, agents, and employees.

IX. Evaluation by the City’s Panel

The Broker’s written responses will be reviewed and ranked by the City’s panel. The RFP responses, qualifications, professional services and the initial ranking will be discussed to reach consensus and determine which Firms, if any, may be invited to present and interview with the City’s panel to determine partnership viability, fit, qualifications, and professional services.

The RFP evaluation factors include but are not limited to:

1. Met minimum requirements.

2. Responses to qualitative questions demonstrate merit.

3. Demonstrates an understanding of the work required and prior performance for similar coverage with insurance markets serving municipal clients.

4. Demonstrates an ability to provide the scope of services in a timely and effective manner.

5. Demonstrates the Firm’s management practices, the working relationship envisioned, and the utilization of local, regional, and national support resources.

6. Overall thoroughness of written responses within the parameters set forth.

7. Experience bidding a wide range of products, including high deductible/retention products.

Evaluation Results
Based on the evaluation results, the City’s panel will determine which Brokers are invited to proceed further in the process. The City may provide at least two (2) but not more than five (5) Brokers submitting the most responsive proposal as determined solely by the City, with a single opportunity to present the facts of their written proposal and to interview with the City. If such option is exercised by the City, a presentation schedule will be determined following the City’s review of the proposals. The City will notify the selected Brokers of the date and time for its presentation. The quality of the client references would be determined prior to submitting a formal recommendation to the City Council.

The combined process of the RFP, the presentation and interview, and the client references will enable the City’s panel to determine the single most qualified Broker to be awarded the Agreement as the successful Firm, pending negotiations. The City reserves its right, if the successful Firm does not execute an Agreement with thirty (30) days after its selection by the City’s administration, to award the Agreement to the next most qualified Firm as determined by the City.

X. General Terms and Conditions

Subcontracting

No portion of this work may be subcontracted without the prior written approval of the City.

Completion of Proposal

The compensation listed is all-inclusive and the City will not pay additional or supplemental charges for copying, telephone calls or other costs. Notes to indicate any deviations from the specifications are acceptable.

Proposal Rejection, Acceptance, or Change

The City reserves the right to reject any or all proposals; accept a proposal the City deems to be in its best interest; waive technicalities in procedures; and negotiate changes or additional work to a selected proposal.

Termination of Contract

The contract may be terminated by either party by giving the other party written notice of such intent not less than one hundred twenty (120) days prior to the effective date of termination.

Proposal Information is Public
All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the “Iowa Open Records Law”. By submitting any documents to the City in connection with a bid or proposal, the submitting party recognizes that and waives any claim against the City and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City and its officers and employees harmless from any claims arising from the release of any document or information made available to the City arising from any bid or proposal opportunity.

**Hold Harmless Agreement**

The Broker agrees to protect, defend, hold harmless and indemnify the City, its officers, agents, and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or on behalf of the City or its employees.

**Reference Investigations**

The City may conduct reference research as necessary to evaluate and determine the performance record of the Firm prior to extending an invitation for a formal interview, and/or after the interview. Reference checks may include the Firm’s financial viability. This information may be used by the City for additional consideration when ranking firms. By submitting a response to this RFP, the Firm authorizes the City to conduct such reference investigations.