

## **Insurance Services – Property & Casualty**

You are invited to submit a service proposal for the property and casualty coverage package as requested by the City of Independence, Iowa.

**Deadline for submittal:** Feb. 9<sup>th</sup>, 2024 4:00 PM

**For services beginning:** April 1<sup>st</sup>, 2024

**Contact Person, Title:** Matthew R. Schmitz, MPA

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**Phone Number:** 319-334-2780

### **1.0 Description of Service**

The City of Independence (“the Entity”) requests proposals from interested and qualified insurance agencies and agents desiring to provide insurance services to the Entity that include but are not limited to: insurance servicing; general advice and claims assistance; cost reduction services and safety and loss control programs; and blanket bond issuance. Further, knowledge of the following coverage-related issues is essential: property; boiler and machinery (equipment breakdown); general liability; workers’ compensation; automobile liability and auto physical damage; public officials’ liability (errors and omissions); law enforcement liability; and blanket bond coverage. To act as the servicing agent/agency, one must meet or exceed each of the service criteria detailed below:

- A. Analyze the insurance needs of the Entity and provide written recommendations for change where appropriate or dictated by changing exposures, market conditions, and/or laws.
- B. Organize renewal information and prepare insurance specifications.
- C. Conduct a review of the Entity’s Statement of Values (SOV) and complete an on-site visit of the locations listed on the SOV on an annual basis.
- D. Obtain coverage/policy documents from coverage providers and provide them to the Entity in a timely fashion. Keep the Entity apprised of any delays.
- E. Review all binders, coverage documents, and endorsements to ensure coverage is as intended. Verify the accuracy of all coverage documents and invoices before delivery.
- F. 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.
- G. Oversee and coordinate all relevant services performed by coverage providers/underwriters or any related service agencies.
- H. Place, cancel, and otherwise handle, at the direction of and benefit of the Entity, all coverage placements, binders, policies, and endorsements in a timetable that avoids lapses in coverage.

- I. Assist the Entity in the submittal of claims to coverage provider(s). Interface with the provider when coverage issues arise.
- J. Perform administrative and clerical services relative to account management, including but not limited to Issuance of certificates of insurance and verification of the accuracy of bills, audits, and all payment/contribution adjustments.
- K. Submit all payments/contributions to carriers and other parties. All payments/contributions will be made payable to the selected insurance agency.
- L. Assign a representative to the Entity who will be responsible for communication with the Entity officials and who, along with any other representatives assigned, must be available to the Entity for consultation on insurance-related issues and concerns.
- M. Attend meetings related to the insurance program with the Entity Administrator and other parties, as requested.
- N. Review any related insurance company audits for accuracy.
- O. Review various insurance publications and provide the Entity with copies of articles and other items applicable to municipal insurance issues.
- P. Provide the Entity with municipal market trends and news updates regularly.
- Q. Coordinate (at a minimum) annual claims meetings with the Entity Administrator and a representative of the underwriters.
- R. Act as a liaison between the Entity and coverage provider/carrier to resolve claims.
- S. Advise the Entity, when requested, on coverage applicability to specific claims.
- T. Review loss runs quarterly, provide copies of the loss runs to the Entity, and advise the Entity of any anticipated problems.
- U. Provide an online portal that minimally includes the ability to make changes to coverages as well as submit claims electronically

## **2.0 Eligible Insurance Agents**

- A. Must be a licensed Iowa agent with a minimum of two years of successful experience writing insurance as specified.
- B. The agent (or agency) awarded a proposal must act as servicing agent for the Entity (adhering to each of the service criteria detailed in section 1.0) for the life of the policy unless permission is otherwise granted by the Entity.
- C. Must be willing and able to place coverage with the Entity's existing major provider, currently ICAP, if the Entity deems it necessary and/or advantageous.

## **3.0 Insurance Agency Compensation and Payment of Contribution**

The insurance agent/agency's time, services, and expenses to perform each of the services specified in the service criteria of section 1.0 shall be included in an all-inclusive annual compensation charge listed in the insurance agency's proposal as a commission percentage of the Entity's insurance package. No other charges shall be paid to the insurance agency.

## **4.0 Outline Format for Response**

- A. **Minimum Qualification Document.**

The following information must be provided to determine if the insurance agency meets the minimum qualifications of this request for proposal:

1. The insurance agency's office address in the State of Iowa.
2. A copy of the agency's certificate of authority to do business in the State of Iowa.
3. Documentation of the agency's ability to provide coverage through ICAP.

**B. Insurance Agency Qualifications and Experience.**

Please provide the following information:

1. Number of years the agency has been operating in the State of Iowa.
2. A description of the agency's local size and number of local staff, a description of the number of agents, support staff, etc. A general description of the agency (Number of clients, total number of commercial clients, municipal (City, County, School) clients, etc.)
3. A list of the municipal insurance markets the agency can access.
4. An explanation of the agency's experience in the commercial insurance market and any special experience the agency has in placing coverages for a municipality.
5. A list of additional services offered by the insurance agency that may be of interest to the Entity in the management of the Entity's risks.

**C. Assigned Representative Qualifications and Experience**

Please provide the following information:

1. Educational background that includes the steps taken to remain current with insurance industry trends (refer to the public entity sector, if applicable).
2. Work experience that includes all past employment, number of years in the insurance field, and length of time in current position.
3. Explanation of personal knowledge of insurance markets, highlighting municipal experience.

**5.0 Evaluation and Recommendation**

The Entity intends to solicit proposals from potentially qualified insurance agency(s); to evaluate proposals; to negotiate terms; and to award a contract to the insurance agency whose proposal is determined to serve in the best interest of the Entity. As such, it is expected the insurance agency does not have any unresolved issues (performance-related or otherwise) with the Entity or any other local agencies.

If deemed necessary and appropriate, the Entity may develop a committee, consisting of The Entity representatives and outside resources, to evaluate submitted proposals. The Entity reserves the right to request additional information and/or clarification of any information submitted, including any omission from the original proposal. All proposals will be treated equally concerning this item. In the event such a committee is enacted, it may offer candidate recommendation(s) to the Entity, on which the Entity may or may not choose to act.

**Selection Criteria Includes:**

Selection of the Consultant will include the following criteria:

- Responsiveness to the purpose and scope of the project;
- Adherence to the conditions, rules, regulations, and requirements of the RFP;
- Experience and reputation of the Consultant;
- Professional qualifications of the specific individuals assigned to complete the project;
- The work plan and schedule for completion of the project; and
- Cost of the services

### **Confidentiality**

As part of its proposal, the Consultant shall certify that all information it may receive in the course of conducting its work shall be treated as confidential and proprietary. Such information and data may not be disseminated to others without the written approval of the City of Independence City Manager.

### **Records Retention**

The Consultant shall maintain records applicable to the contract. All such records are to be retained for three (3) years after the final payment is made.

### **Executed Contract to Include RFP**

The contents of this RFP (including all attachments, revisions, addendums, and additions) shall become part of the consultant services contract. The Consultant's standard consultant services contract shall be included in the proposal.

## **6.0 The Entity's General Terms and Conditions**

### **A. Subcontracting**

No portion of this work may be subcontracted without written approval by the Entity.

### **B. Completion of Proposal**

The charges listed in your proposal should be all-inclusive charges as the Entity will not pay add-on or supplemental charges for copying, telephone calls, or other costs. Notes to indicate any deviations from the specifications are acceptable.

### **C. Local Preference**

Preference shall be applied to bids/proposals received from agents/agencies located within the corporate limits of the City of Independence. For purposes of applying a local preference to this proposal, "local" shall mean any business which regularly maintains an office or place of business within the corporate limits of Independence and has maintained such office or place of business for at least six (6) months prior to the date of this RFP. The City Council will take the local status of a business into consideration in awarding this contract but shall not award a specific credit amount. It is the responsibility of the business providing the bid to identify itself as local.

### **D. Proposal Rejection, Acceptance, or Change**

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

**E. Taxes**

The Entity is exempt from State sales tax. Any charges for taxes made from which the Entity is exempt will be deducted from invoices before payment is made.

**F. Proposal Information is Public**

All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22. The submitting party recognizes this and waives any claim against the Entity and any of its officers and employees relating to the release of any document or information that is submitted.

**G. Hold Harmless Agreement**

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

**H. Termination of Award for Cause**

If, for any reason, the selected agent/agency fails to fulfill its obligations in a timely and proper manner, or if the agent/agency violates any of the covenants, agreements, or stipulations of the award, the Entity shall have the right to terminate the award by giving written notice to the agent/agency of such termination. In that event, all finished or unfinished services, reports, or other materials prepared by the agency or any of its employees shall become the property of the Entity. The agent/agency shall be entitled to receive compensation for any satisfactory work completed, documents prepared, or materials furnished to the Entity. Notwithstanding the above, the agent/agency shall not be relieved of liability to the Entity for damage sustained by the Entity by virtue of a breach of the award by the agent/agency. Further, the Entity may withhold any payments to the successful agent/agency for the purpose of set off until such time as the exact amount of damages due the Entity from the agent/agency is determined.