NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. RFP 2015-02

FOR

INSURANCE BROKER AND LOSS CONTROL SERVICES (WORK COMP, PROPERTY AND CASUALTY INSURANCE)

JOPLIN RISK MANAGEMENT DEPARTMENT
602 SOUTH MAIN STREET
JOPLIN MO. 64801
417 624-0820

SPECIFICATIONS AND CONTRACT DOCUMENT

CITY OF JOPLIN REQUEST FOR PROPOSALS

Sealed proposals will be received until **5:00 p.m. Monday December 1, 2014**, at the City of Joplin, City Hall, 602 South Main Street, Joplin, Missouri 64801, 417-624-0820 EXT 251 Attn: Director of Finance.

Each proposal must be a printed document and be in a sealed envelope, the outside of which is plainly marked **"INSURANCE BROKER RFP"**, and addressed to the address above. **Bids received after 5:00 p.m., Monday December 1, 2014 will be returned unopened.** Bids submitted by facsimile or email will be rejected.

Each proposal shall include one original clearly marked as such and three additional copies. All proposals become the property of the City of Joplin. The City will not photocopy your proposal documents for the purpose of complying with this provision requiring three additional copies of the proposal. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal.

Any Contract that may be awarded in response to this Notice to Bidders shall be selected and offered at the complete and sole discretion of the City of Joplin. The City of Joplin reserves the right to reject any or all bids, and to waive informalities or irregularities in bids.

All proposal forms shall be properly executed by an officer of the firm making such proposal. All prospective Bidders shall be responsible for routinely checking the City of Joplin web site for other relevant information. City of Joplin shall not be responsible for the failure of a prospective Bidder to obtain addenda and other information issued at any time, related to this RFP. Please note that a proposal will not be accepted that does not contain an acknowledgment of all issued addenda.

The City of Joplin requires a signed Bidders Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and maintained in full effect and compliance during the entire contract period. Failure to comply with these provisions will cause termination of the contract.

The City intends to develop a multi-year contract with the minimum term being 3 years, renewable for up to 5 years. The annual renewal each year shall be subject to the appropriation of contract funds by the Governing Body. After the contract has been awarded, increases or decreases in service are allowable if mutually agreed upon in writing by the parties. Termination provisions will be included in the contract.

CITY OF JOPLIN, MISSOURI
Leslie Haase
Director of Finance
Publication Date: November 1, 2014

BACKGROUND

The City of Joplin, is located in the Southwest corner of Missouri with a census population of over 50,000, and an average daytime population of 230,000. The City is the primary retail and business hub for the “four state” region comprised of SW Missouri, SE Kansas, NE Oklahoma and NW Arkansas. Joplin encompasses approximately 40 square miles. The City employees approximately 578 full time employees with another 150 seasonal throughout the year, with an average payroll of about $37 million. Average annual budget is approximately $110 million. The city’s fiscal year begins on November 1.

The City staff delivers the following services; regional airport (with commercial flights daily), public works, wastewater, parks and recreation, health services, convention and tourism, planning and development, finance, human resources, risk management, legal, administration, code enforcement, permits, police, information systems, fire and public transportation. The City also is home to extensive art collection located at City Hall and is a frequent tour stop for individuals and groups.

The City’s insurance policies renew the first week of April each year. The City currently has eleven active insurance policies/programs, utilizes three brokers/agents and two TPA’s. Numerous specialized coverages occur throughout the year for short term for special events. Total premium and fees for insurance is approximately $732,000. Most coverages have a $100,000 deductible with the exception of workers compensation which carries a $500,000. Primary insurance providers include; Lexington, Travelers, Safety National, Indian Harbor and Ace. Exhibit “A” of this document provides for a specific listing of coverages.

The City has over 500 vehicles/equipment from mowers to fire trucks to earthmoving equipment, and over 50 properties (not all developed).

INSTRUCTIONS TO BIDDERS

I. **PROPOSALS:** All proposals must be made on the forms provided in this package and/or narrative as outlined in these instructions. All proposals must be typewritten, no handwritten proposals will be accepted. No alterations in proposals or in the printed forms will be acceptable unless each alteration is signed or initialed by the Bidder; if initialed, the City of Joplin may require the Bidder to identify the alteration so initialed. No erasures, interpolations or other physical changes shall be made by anyone, in any bid, after its submission by the Bidder. Each proposal shall be enclosed in a sealed envelope.

A bid submitted in response to the Notice of Bidders is considered to be an offer, and is submitted by the Bidder as an offer. The Bidder understands and stipulates that a contract does not exist with the City of Joplin unless and until such time as the proposal submitted by the Bidder is accepted by the City of Joplin.

II. **SIGNATURES OF BIDDERS:** Each Bidder shall sign a proposal, using the customary name under which the Bidder does business, utilizing the customary signatures of an authorized representative, and providing a full business address, including identity of any registered or local agent. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signatures and designation of the person signing. Bids by corporations shall be signed by the president, secretary or other person authorized to bind it in the matter. The names of all persons signing shall be typed or printed below the signature.

When requested to do so by the City, satisfactory evidence of corporate standing, domiciliary state, authorized agency, or authority of the officer signing on behalf of the corporation, shall be furnished immediately upon request. Failure to provide satisfactory business information, corporate status or evidence of an authorized bid within five (5) business days is considered evidence of a lack of responsibility which may disqualify a bidder from consideration as a best, responsible bidder.

III. **QUALIFICATIONS OF BIDDERS:** A determination of whether to award a bid and any successful bid will include but not be limited to consideration of the following qualifications of a Bidder: (a) maintenance of a permanent, stable or reputable place of business; (b) reputation for and providing personnel adequate necessary to perform the requested work properly, expeditiously and in compliance with generally accepted standards for quality, skill and performance of insurance broker services in a workmanlike manner; (c) reliability and trustworthiness; and (d) quality of references and appropriate experience.

Each Bidder may be required to show that former work performed has been handled in such manner that there are no just or proper claims pending against such work or Bidder. No Bidder will be acceptable if engaged in any other work or project, which impairs the Bidder's ability to finance or perform this Contract, or to provide proper personnel for the proper execution of this Contact. Each Bidder shall demonstrate

ability and responsibility by meeting all requirements set forth in these Instructions to Bidders.

No Bidder may submit more than one (1) proposal. Two (2) proposals submitted under different names will not be received from one (1) firm or association.

IV. **VERIFICATION OF QUALIFICATIONS:** Each Bidder shall, upon request of the City of Joplin, submit a statement of the Bidder's Qualifications, experience in performing and completing the type of work embraced herein, the organization and resources available for the work contemplated. The City of Joplin shall have the right to take such steps as it deems necessary to determine the responsibility and ability of the Bidder to perform the requested obligations and Bidder shall furnish all such information and data for this purpose when requested.

V. **CONFLICT OF INTEREST:** Each Bidder, by submitting a proposal, represents that the Bidder has no knowledge that any employee, representative or agent of the bidder is a City employee who has directly or indirectly participated on behalf of the City in the contemplated procurement, or that any City employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the Bidder, and represents that the Bidder reasonably believes that no employee, representative or agent of Bidder is a City employee who has so participated and that no City employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the Bidder.

VI. **INTERPRETATION OF CONTRACT DOCUMENTS:** If any person/company contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any Instruction to Bidders, General Conditions, or Proposal, they may submit to the City Director of Finance a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. All questions shall be submitted in writing and received no later than 5:00 p.m. (CST) ten (10) working days prior to the due date, to the City Director of Finance provided above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement shall be binding on the City of Joplin. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by the City of Joplin before expiration of the ultimate time set for the receipt of bids.

VII. **EVALUATION OF PROPOSALS AND ADDITIONAL INSTRUCTIONS:** In addition to the qualifications of Bidders, the following criteria will be used in evaluating proposals:

1. Quality, experience, resources and financial strength of the Bidders firm.
   Weighted factor of 20%.

2. Public entity qualifications and experience of the Bidder, account management team, and parent company (if applicable), with additional weight given to Missouri public entity experience.
   Weighted factor of 30%.

3. Firm's ability to propose measures and make a genuine contribution to the overall risk management and safety/loss control efforts, and to actively participate in quarterly audits/inspections and on-site visits to assist City to better manage and reduce losses/claims.
   Weighted factor of 25%.

4. Cost of the proposed Broker Compensation and any additional services.
   Weighted factor of 25%.

The City of Joplin reserves the right to select the Broker which best qualifies per the above weighted criteria and not purely upon cost.

VIII. **WITHDRAWAL OF BID:** A Bidder may withdraw its proposal at any time prior to the expiration of the time and date during which proposals may be submitted, by written request submitted by the Bidder to the City of Joplin. A Bidder may correct any mistakes in its bid by submitting a written request to the City of Joplin, provided the written request is made and the bid is corrected and resubmitted to the City of Joplin prior to the expiration of the time and date during which proposals may be submitted. A bid mistake in a proposal, which is based upon an error in judgment, may not be withdrawn upon expiration of the time and date during which proposals may be submitted. It is understood and agreed the time and date established by the City of Joplin for the expiration of the period during which proposals may be submitted, will also serve as the time and date set by the City of Joplin for opening of the bids.

Upon opening of the bids, if the City of Joplin has reason to believe that a bid or proposal contains a mistake, which is not based upon an error in judgment, City of Joplin may request from the Bidder a verification of the bid, calling attention to the suspected non-judgmental mistake. Bidder may either verify the bid as submitted or withdraw the bid. However, it is understood and agreed if the Bidder does not respond within two (2) business days after the Bidder receives a request for verification, the bid or proposal shall be considered verified as submitted. It is understood and stipulated by Bidder that any request for verification of a mistake not based upon an error in judgment is a decision solely within the discretion of the City of Joplin, and the City of Joplin is not obligated to request from the Bidder a verification of any bid or proposal.

Bidder shall notify the City of Joplin within two (2) business days after the bids have been opened, if Bidder finds there is a non-judgmental mistake contained within the proposal submitted by the Bidder. Upon receipt of such a timely notice, the City of Joplin shall permit a Bidder to withdraw its proposal without penalty or forfeiture of bid

security if: (a) a non-judgmental mistake is evident on the face of the bid; or (b) the Bidder establishes by clear and convincing evidence that the discrepancy was the result of a non-judgmental mistake.

Any verification, or request to withdraw a bid or to correct a bid, must be signed in the same manner as set forth in this document for the submission of bids.

IX. **ACCEPTANCE AND REJECTION OF BIDS:** The City of Joplin reserves the right to award or not to award, and to accept or reject any bid in the sole and complete discretion and judgment of the City of Joplin. The City of Joplin may award or reject any bid on and for the work covered by the proposal, and may reject any or all bids, or waive irregularities and informalities in any bid submitted, all within the sole discretion of the City of Joplin.

X. **INSURANCE:** Each Bidder must submit a completed Bidder's Insurance Checklist. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Missouri and meet minimum financial ratings, if applicable, as supplied by Best or S & P. The City of Joplin shall retain sole and complete discretion to determine whether the proposed coverage and limits are appropriate for the described work, and the City of Joplin shall retain sole and complete discretion to require coverage or limits in addition to those proposed by the Bidder, as a condition of awarding a Contract to the Bidder.

Bidder, if selected shall provide certificates of insurance and renewals thereof on standard ACORD™ forms. This inclusion shall not make the City a partner or joint venture with the Contractor in its operations hereunder. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed in the certificate. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed ten percent (10%) of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Joplin, shall apply in excess of, and not contribute with, insurance provided by policies named in this Contract.

Throughout the term of this Contract the (Bidder) Contractor shall maintain the coverage and limits as agreed upon by the City and the Contractor, as set forth in the Insurance Checklist submitted by the Contractor as approved by the City.

XI. **NON-DISCRIMINATION:** During the performance of this Contract or any subcontract resulting therefrom, the Bidder and all subcontractors shall observe the provisions of Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate because of race, religion, color, sex, national origin, veteran status, age, disability, or low income. In all solicitations or advertisements for employees the Bidder, all subcontractors and contractors shall include the phrase "equal opportunity employer".

If the Bidder or subcontractor is found guilty of a violation of the Civil Rights Act of 1964, the Bidder, subcontractor or contractor shall be deemed to have breached this Contract, and this contract may be cancelled, terminated or suspended in whole or in part by the City.

The Bidder shall ensure compliance with these provisions by any subcontractor, employee or agent, and when executing subcontracts or purchase orders.

The Bidder shall include the above provisions in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or contractor.

The Bidder further agrees that it shall abide by the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and shall furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and shall furnish any certification required by any federal, state or local governmental agency in connection therewith.

XII. **VERIFICATION OF PERSONNEL:** Prior to the execution of the contract, the apparent successful Bidder shall furnish a list to the City of employees and subcontractors including employees of such subcontractors, and further including supervisors and management personnel, who will be assigned to do the insurance broker work under the Contract. The City of Joplin Police Department may conduct a criminal history check on these employees. Any Contracted employee, who doesn't pass this background check, will not be allowed to do any work under this contract.

The successful bidder will be required to sign an agreement that they are in compliance in the Federal Work Authorization Program (FWAP) that ensures that all of its employees or agents or subcontractor have the legal right to work in the United States, as defined in 8 U.S.C.1324a(h) and RSMo &285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same. (See Exhibit B)

XIII. **PROPOSAL DOCUMENTS REQUIRED:** All proposals shall contain the following narrative sections and the following executed documents:

Narrative Sections –

- Qualifications
- Method of Performance

Executed Documents –

- Bid Proposal
- Executed Bidder's Insurance Checklist
- Signed Signature Page
- Certificate of Insurance

XIV. **DETAILED WORK PLAN:** The proposal shall include a detailed Method of Performance demonstrating how all specifications of the proposal will be met. A general statement is not acceptable.

XV. **ABILITY TO PERFORM AND REFERENCES:** The City reserves the right to obtain information regarding the ability of any Bidder to perform and to contact references. Such information shall be taken into consideration in evaluating proposals. For the purpose of this RFP, a list of five (5) references shall be included. The references shall be current and can speak to the Bidders performance of responsibilities and duties similar in nature and scope to those contained in this RFP.

The Bidder must provide information about their company or business so that the City can evaluate their stability and ability to support the commitments set forth in response to the RFP. The Bidder must have financial stability & resources to meet the requirements of this project/solicitation. The City, at its option, may require the Bidder to provide financial statements or additional documentation to support and/or clarify requested information. If the Bidder is proposing to use a subcontractor on this project, please provide background information on the subcontractor, the Bidders relationship with that entity and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. The City reserves the right to approve all sub-contractors of the Bidder prior to awarding any contract and at any time.

****** END OF SECTION ******

PROPOSAL INSTRUCTIONS

1. The City of Joplin is requesting proposals from qualified insurance brokerage firms for Insurance Broker, Consulting and Risk Management services specific to the Property/Casualty and Workers Compensation insurance programs.

2. Each submitting firm must provide an original and 3 copies of their proposal in a sealed package marked “Insurance Broker RFP”.

3. All proposals must be received by the City of Joplin at the above address no later than 5:00pm on December 1, 2014.

4. Unauthorized contact by the bidder with City employees regarding this RFP may result in disqualification.

5. All costs and expenses to prepare submitted proposals will be borne by the bidder.

6. All bidders must comply with all Federal, State and Local regulations.

7. The contract period will begin on or around January 1, 2015 for a three-year period. There may also be two one-year renewal options at the discretion of the City.

8. Each bidder must be a licensed insurance broker in the State of Missouri.

9. Each bidder must maintain insurance coverage per the Bidder’s Insurance Checklist.

10. All proposals shall be exclusive of Federal, State and City taxes.

11. All proposals shall have firm-fixed F.O.P. Joplin; Missouri price and shall be honored for a minimum of ninety (90) days following the proposal opening.

12. Any proposal not completed completely and accurately may be considered non-responsive.

13. Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the proposal opening. Any protest or grievance filed after this time period has elapsed will not be considered.

14. Once the proposals are reviewed and evaluated the successful bidder will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgements will not be considers as official notification and will not obligate the City in any way. Delivery or performance should not be completed

EVALUATION PROCESS

1. Submitted proposals will be reviewed by the City's Selection Committee which may choose one or more participating firms for interviews and presentation.

2. The Selection Committee will base their review and subsequent recommendations upon the following criteria which in their opinion best meets the needs of the City.

QUALIFICATIONS

This section of the RFP contains questions which will allow the City to learn more about your firm and your capabilities. Your proposal should respond to each question listed below:

1. Please provide a brief history and description of your organization. The description should include information on the office handling the City's business and the parent company. Please include all your areas of specialization.

2. Provide the names and describe the experience of each individual who will be assigned to provide services to the City. This should include Primary Brokers, Account Executives, Marketing Personnel, Administrative Assistants, Claims personnel, Safety Consultants, Loss Prevention personnel and any other persons which would actively work on the City's account. Please also identify the office in which each team member is located.

3. Describe your firm's special expertise in providing insurance/risk management/loss control services/products to cities or other governmental entities.

4. Describe your firm's qualifications to assist the City in resolving difficult claims.

5. Describe your firm's qualifications to help the City better manage and reduce losses that are inherent in municipalities.

6. Describe your firm's qualifications to identify and quantify the loss exposures of the City and to assist the City in preparing action plan to address such exposures.

7. Describe your firm's experience and expertise in marketing insurance coverages for cities and/or other governmental entities.

8. Please provide lists of your firm's public entity clients and delineate between those serviced by the local office and again those serviced by the assigned team.

9. Please provide a list of five references serviced by the assigned team including the name of the entity, address, contact person, title, phone number, email address, services provided for the client, and date those services began. Preference will be given first to Missouri cities, second to other Missouri public entities, and third to out-of-state public entity accounts.

10. Describe your proposed Method of Performance as described below.

11. Provide your proposed Broker Compensation as described below.

METHOD OF PERFORMANCE

This section of the RFP requests that your firm please describe your approach, or method of performance, regarding the following:

1. Insurance Companies: Please list the insurance companies which your firm would approach in the placement of the City's coverages. The City is requesting that your firm list at least three insurance companies for each line of coverage.

   An outline of the City's insurance schedule is included with the RFP as Exhibit A.

   IMPORTANT: You are not authorized to contact any insurance companies on behalf of the City at this time.

2. Program Approach: Please describe the insurance program(s) which you think will be most desirable to the City. Please include the use of particular insurance companies, special types of coverages, claims administrators, special rating plans, and any other special services available from your firm or from the insurance companies which you might use.

3. Marketing Process: Please present a plan of action which your firm would follow to place the City's coverages. Your plan should include a timetable for these actions as well as a description of the necessary underwriting and loss information.

4. Please provide a detailed proposed method of performance for risk management technical services such as loss forecasting, risk financing evaluation, loss analysis, etc.

5. Please provide a detailed proposed method of performance for loss prevention/safety consulting services. The scope of this RFP is to outline the services and costs associated with the Bidders proposal, in addition to the Bidders ability to work with the insurance provider on the services they may provide and being a resource to the City for reasonable questions and projects as they may arise.

6. Please provide a detailed proposed method of performance for claims advocacy services.

7. Please present a plan of action which your firm would follow to place the City's TPA service. Your plan should include a timetable for these actions and criteria you will use in the evaluation of the TPA's to be recommended to the City.

REQUESTED SCOPE OF SERVICES

The City will require the following services of the Broker.

1. Conduct a detailed survey of the City's insurance exposures in order to have the necessary knowledge to market the appropriate coverages to the insurance companies.

2. Submit a marketing report, including all quotes requested and received along with corresponding analysis and recommendations.

3. Place the insurance coverages including the preparation of the specifications and applications.

4. Prepare an annual Summary of Insurance which includes a detailed schedule of insurance, premiums, loss history and any recommendations regarding the insurance program.

5. Issue all Certificates of Insurance required by the City. Maintain a list of certificate holders so that annual reviews may be made. Also, issue auto identification cards.

6. Be available to attend council meetings or other meetings when the firm's presence is desired.

7. Be available to meet with City personnel in order to discuss insurance issues and concerns regarding the insurance program.

8. Service existing insurance policies by reviewing coverage issues, reporting values, processing policy changes, etc. in a timely manner.

9. Schedule quarterly meetings with the City to discuss loss control issues, exposure changes and general administrative matters.

10. Provide reasonable loss prevention/safety consulting services as described in the prior section and provide the city with recommendations on reducing losses and exposures.

11. Cooperate fully with the City's attorneys on any issues regarding claims, coverage or other legal issues involving the insurance program.

12. Assist the City with claims with insurance companies and third party administrators.

13. Review insurance and indemnity clauses of City and vendor contracts.

14. Assist the City with the development and implementation of ongoing educational and training programs.

15. Assist the City with any cost containment programs.

16. Provide special coverage (special events) insurance quotes to the City as requested.

17. Prepare and market proposals for Third Party Administrator (TPA) claims services for the City for both casualty and workers compensation claims handling.

18. Assist the City in establishing and maintaining proper liaisons among the City and insurance companies.

19. Review loss history data in order to better forecast losses and identify loss trends.

20. Continue to evaluate the overall risk management program for the City.

21. Provide City with a monthly summary claims report by line of business in a format agreeable to the City.

22. Provide quarterly loss control/safety audits/reviews/inspections.

23. Arrange for and participate in semi-annual claims review with TPA(s).

BROKER COMPENSATION

The City will require that the selected Broker be compensated on an annual fee basis. All insurance policies will be written net (0% commission) with retail commissions eliminated.

If the firm uses a wholesaler for the placement of a particular line of insurance then that wholesaler may be paid usual and customary wholesale commission, not to exceed 7.5%. The broker will make every attempt to disclose the wholesale commissions and any other additional policy fees to the City. The City requires all transactions be transparent and made available to the City.

The Broker may not accept contingent commissions on any insurance placement without the prior consent of the City and with full upfront disclosure of all arrangements.

Please provide your firm's annual fee for providing all requested services in this RFP. Please list the annual fee for each of the next three years starting January 1, 2015.

The City also requests that each Bidder describe any other services they feel would be beneficial for the City to consider which might be outside the scope of this RFP. Please also provide an approximate cost for these services.

INSURANCE BROKER SERVICES
CITY OF JOPLIN, MISSOURI
2014

BID PROPOSAL

Bid Proposal Considerations and Instructions. A Bidder shall submit a separate annual fee for each of the next three years which the Bidder proposes to provide the Requested Scope of Services outlined in the Contract Documents.

Service Year (Annual Fee to be Billed January 1 of Each Year)	**Proposed** **Annual Fee**
2015	
2016	
2017	

The undersigned hereby agrees to complete all work covered by this RFP as specified in the Contract Documents and in accordance with this proposal as submitted by the undersigned.

I/We acknowledge receipt of the following addenda:

Addendum No.	Date Received by Bidder	SIGNATURE

Dated in _____, this _____ day of _____, 2014.

Signature of Bidder: (If an Individual) _____ doing business as

_____

By _____
Signature

(If a Partnership) _____
Name of Partnership

By _____
Signature

(If a Corporation) _____
Name of Corporation

By _____
Signature

_____
Print Name

_____
Title

_____
Business Address

_____

_____
Telephone

CITY OF JOPLIN

BIDDER'S INSURANCE CHECKLIST

Bidder agrees to defend, indemnify and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments arising out of Bidders or any of its agents, servants, employees' or subcontractors negligent acts, and for failure to act in the performance of this Agreement. Neither acceptance of the completed Services nor payment therefore shall release Bidder of its obligation under this paragraph.

(a) General - The Bidder shall secure and maintain, throughout the duration of this contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Bidder shall provide certificates of insurance and renewals thereof on standard certificates of insurance forms. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

(b) Notice of Claim Reduction of Policy Limits - The Bidder, upon receipt of notice of any claim in connection with the contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Bidder shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) in excess of $10,000.00, whether or not such impairment came about as a result of this Agreement. In the event the City shall determine that the Bidders aggregate limits of protection shall have been impaired or reduced to such extent that the City shall determine such limits inadequate for the balance of the Contract, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

(c) General Liability - The Commercial General Liability insurance coverage that is to be provided by Bidder shall comply with appropriate section. Such insurance shall specifically insure the contractual liability assumed by the Bidder under this Agreement.

MINIMUM INSURANCE REQUIREMENTS	
COMMERCIAL GENERAL LIABILITY POLICY	
(Complete Certificate "Form B")	
General Aggregate:	$ 2,000,000
Products/Completed Operations	$ 2,000,000
Personal & Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

Policy must include the following conditions:

1. Broad Form Contractual/Contractually Assumed Liability
2. Independent Contractors
3. Broad Form Property Damage

CITY OF JOPLIN
BIDDER'S INSURANCE CHECKLIST

(d) Fire Legal Liability – $100,000

(e) Automobile Liability - Policy shall protect the Contractor (Bidder) against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either:

1. Any Auto
2. All Owned Autos; Hired Autos; and Non-Owned Autos.

Limits of liability protection required are the SAME as the limits for the Commercial General Liability section. Policy shall insure the contractual liability assumed by the Contractor.

(f) Workers' Compensation and Employer's Liability - This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include liability limits not less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	$500,000 each accident
Bodily Injury by Disease:	$500,000 policy limit
Bodily Injury by Disease:	$500,000 each employee

(g) Fidelity Bond – Contractor agrees to purchase and maintain a fidelity bond for its officers, directors, agents and employees in an amount not less than $10,000.

(h) Professional Liability Insurance –
$1,000,000 Each Occurrence
$2,000,000 Annual Aggregate

(i) Industry Ratings – The City will only accept coverage from an insurance carrier who offers proof that it:

1. Is licensed to do business in the State of Missouri;
2. Carries a Best's policy holder rating of A- IX or better

CITY OF JOPLIN
BIDDER'S INSURANCE CHECKLIST (cont.)

(j) Subcontractors' Insurance – If part of the Agreement is to be sublet, Contractor shall either:

1. Cover all subcontractors in its insurance policies, or
2. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including a t fees, arising out of the acts or n omissions of its subcontractors.

SIGNATURE PAGE
CITY OF JOPLIN, RFP

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company;
2. has read and understands all information, terms, and conditions in the RFP;
3. has not engaged in any collusive actions with any other potential bidders for this RFP;
4. hereby offers to enter into a binding contract with the City of Joplin for the products and services herein offered, if selected by the City within 90 days from proposal due date; and
5. acknowledges the following addendums _____ issued as part of the RFP:

Name (Typed): _____

Signature: _____ Title: _____

Company: _____ Date: _____

Contact Person

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this RFP.

Contact Name: _____ Position: _____

Email:

Mailing Address:

Phone: Fax:

CITY OF JOPLIN, MISSOURI

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2015, by and Between the City of Joplin, Missouri, as party of the first part, and hereinafter termed the "City", and _____, party of the second part, hereinafter termed the "Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared the Contract Documents for the work herein described, and has approved and adopted these Contract Documents and has received a proposal setting prices for furnishing professional services, and in connection with, all work as indicated in the Contract Documents, including the providing of Insurance Broker Services and Loss Control Services for the City, all as set forth in the bid proposal, Contract Documents all in accordance with the terms of this Contract;

WHEREAS, the Contractor, in response to the Notice to Bidders, has submitted to the City in the manner and at the time specified, a sealed proposal for the described Insurance Broker/Loss Control Services in accordance with the terms of the Notice to Bidders, Instructions to Bidders, General Conditions, and Bid Proposal, all of which are incorporated into and become terms of this Contract Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and, as a result of such canvass, has determined and declared the Contractor to be the successful bidder for the described services and has duly awarded to the said Contractor a contract therefore for the sum or sums named in the proposal attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreement herein contained, the parties have agreed and do hereby agree, the City for itself and its successors, and the Contractor for itself, and its successors or executors and administrators, as follows:

Article I Scope of Work. The Contractor will furnish at its own cost and expense all labor and materials necessary to timely and fully provide the Requested Scope of Services, expeditiously and in conformance with generally accepted standards for quality, skill and providing of Insurance Broker/Loss Control Services, in a workmanlike manner, designated, described and required by the Instruction to Bidders, Bid Proposal, any Written Addendum's, this Contract Agreement and the General Conditions. The standard of care for all services and various duties, either performed for or furnished by the Contractor, shall be the care and skill ordinarily used by members of the Contractor's profession, practicing under similar conditions at the same time and in the same locality.

Article II Contract Amount. The City shall pay to the Contractor for the timely performance of the work embraced in this Contract, and the Contractor will accept in full compensation, payment thereof to be made annually.

Article III Indemnity. The Contractor shall defend, indemnify and save the City harmless from and against all liability for damages, cost, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the acts or omissions of the Contractor, his or her subcontractors, agents or employees in the performance of this contract.

The City shall be named as an additional insured on all policies of insurance issued to the Contractor and required by the terms of this Contract.

IN WITNESS WHEREOF, the City of Joplin, Missouri, has caused this Contract to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed six (6) counterparts of this Contract in the prescribed form and manner the day and year first above written.

ATTEST:

_____
Barbara Hogelin, City Clerk

CITY OF JOPLIN MISSOURI

_____
Party of the First Part

By _____
Michael Seibert, Mayor

_____
Party of the Second Part

By _____
Signature

_____
Print Name

_____
Title

The foregoing contract and bonds are in due form, according to law, and are hereby approved.

_____
Attorney for Owner

GENERAL CONDITIONS

1. SCOPE: The scope of work shall be the providing of professional insurance broker services in accordance with these Contract Documents and the proposals submitted by the Contractor as stated in the contract agreement.
2. DEFINITIONS: As used herein, it is expressly understood and agreed that the term Contract Documents shall mean and include this assembled volume of Contract Documents, the Statement of General Conditions, the Instruction to Bidders, the Contract Agreement, the Bid Proposal and submittals, and General Conditions.
3. VERBAL STATEMENTS NOT BINDING: It is understood and agreed by all that the written forms and provisions of this Contact shall supersede all prior verbal statement of any and every official and/or other representatives of the City, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in way whatsoever, the written agreement.
4. SILENCE OF SPECIFICATIONS: The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used.
5. LEGAL ADDRESS OF CONTRACTOR: Both the business address of the Contractor given in the bid and email addresses of those from the Contractor that are responsible for managing this account, is designated as the place/address to which all notices, letters, and other communications to the Contractor may be mailed or emailed to.
6. INDEPENDENT CONTRACTOR: The right of general administration of the City shall not make the Contactor an agent of the City, and liability of the Contractor for all damages to persons, firms and corporations, arising from the Contractor's execution of the work described in the Contract shall not be lessened because of such general administration.
7. DEFENSE OF SUITS: In case any action at law or suit is brought against the City, or any of their officers, agents, alleging the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things caused by the negligence or alleged negligence of the Contractor or its subcontractors or employees or agents, the Contractor shall indemnify, defend, and save harmless the City, as well as City employees of and from all losses, costs, damages, expenses, judgments, or decrees whatever arising out of such actions or suits as may be brought as foresaid.
8. NO WAIVER OF RIGHTS: The City's failure to exercise or delay in exercising any right, power or privilege under this Contract shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
9. RIGHT OF CITY TO TERMINATE CONTACT: If the work to be done under this contract shall be abandoned by the Contractor, or if the Contractor should be adjudges as bankrupt, or in general assignment of assets be made for the benefit of the Contractors creditor, or if at any time the Contractor is violating any of the conditions or covenants of this contract or if the Contractor is acting in bad faith or otherwise is not in accordance with the terms of this Contract, the City will serve notice to the Contractor of its intention to terminate the Contract and unless a satisfactory arrangement be made for continuance thereof, this Contract shall cease and terminate. Whether or not a satisfactory arrangement has been proposed by the Contractor shall be determined by the City and made at the sole discretion of the City.

Exhibit A
Current Insurance Schedule (summary)
All policies renew on or around April 1, 2015

Line of Coverage	Insurance Carrier	Limit of Liability	Deductible/ Retention	Annual Premium
Comm. Property/ Equipment	Lexington	$149m Blanket	$100,000	$172,880
Fine Arts	Travelers	$14,888,850	$25,000	$29,793
Crime	Travelers	Employee Theft - $2m Forgery - $200,000 Computer Fraud - $200,000 Funds Transfer $200,00 Claim Exp. - $5,000	$50,000 $50,000 $50,000 $50,000 $0	$4,545
General Liability	Safety National	$2m Each Occurrence $4m Aggregate	$100,000	$39,994
Law Enforcement Liability	Indian Harbor Ins.	$2m	$100,000	$69,188
Excess Liability/Umbrella	Safety National	$5m incl AL/GL Law Enforcement Liab, Public officials & empl practice liab, incl terrorism		$63,950
Public Officials and Employment Practices Liability	Travelers	$2m	$100,000	$48,601
Automobile	Travelers	$2m csl	$100,000	$84,003
Airport GL	Ace	$10m incl terrorism	0	$12,375
Work Comp & Employers Liab	Safety National	Statutory/1m	$500,000	$129,682
Petroleum Pollution Liab	Missouri Petroleum storage tank fund	$1m occ $2m agg	$10,000	$375

EXHIBIT B

AFFIDAVIT OF COMPLIANCE

(Missouri Unauthorized Alien Workers Act)

My name is _____ and I am the _____ of _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contacted services for the City of Joplin. I further affirm that my company participates in a federal work authorization program with respect to all employees working in connection with the contacted services that we provide to the City of Joplin.

_____

Affiant