## REQUEST FOR PROPOSAL ("RFP")

# FOR: ADMINISTRATION OF PROPERTY INSURANCE, LIABILITY INSURANCE, AND WORKER'S COMPENSATION INSURANCE

**POSTING DATE: JULY 1, 2022** 



**RESPONSE DEADLINE: JULY 14, 2022** 

TO:

LORI ROMINE, HR MANAGER
VILLAGE OF ANTIOCH
847 MAIN ST.
ANTIOCH, IL 60002
Iromine@antioch.il.gov

# Table of Contents

Background	3
Purpose	
Tentative Project Timeline	
RFP Due Date	
Questions	
Scope	
Requirements	
Additional Requirements	
Evaluation Process	
Financial Verification	8
Contract	g
General Requirements	
Attachments	
Attachment A: Proposal Checklist	12
Attachment B: Statement of Understanding of Proposal	

#### I. BACKGROUND

The Village of Antioch is requesting proposals for the Administration of Property Insurance, Liability Insurance, and Worker's Compensation Insurance per the specifications provided in this document. Proposals will be for the 2023 year (beginning December 31, 2022). Proposals may be submitted individually for property insurance, liability insurance, and worker's compensation insurance. The following are specific coverages the Village of Antioch would like proposed:

- Automobile Liability
- Cyber Liability
- Employment Practices Liability
- Equipment Breakdown Coverage
- General Liability
- Law Enforcement Liability
- Property Insurance
- Public Officials Errors & Omissions Liability
- Worker's Compensation
- Government Crime Policy
- Umbrella Coverage
- Drone Coverage

Notwithstanding any other provisions of the RFP, the Village of Antioch reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items for any reason or no reason.

It is further within the right of Antioch to reject proposals that do not contain all elements and information requested in this document, as well as accept proposals that do not contain elements or information requested.

The Village of Antioch shall not be liable for any losses incurred by the Proposers throughout this process. The cost of preparing a response to this RFP is not reimbursable in part or in whole — to the Proposer. Any proposal received will become the property of Antioch and a matter of public record.

#### II. PURPOSE

In accordance with all applicable ordinances, the following procedures are designed to provide for a fair and open process based on qualifications, insurance requirements met, and cost effectiveness.

### III. TENTATIVE PROJECT TIMELINE

RFP Posted By 3:00 p.m. CST July 1, 2022

RFP Responses Due By 12:00 p.m. CST July 14, 2022

RFP Internal Review July 18-22, 2022

Interviews with Selected Firms August 1-5, 2022

Recommendation of Selected Firm to Village Board Committee of the Whole August 24. 2022

Village Board Approval of Contract with Broker September 14, 2022

#### IV. RFP DUE DATE

Proposals shall be submitted to the Antioch HR Manager no later than **12:00 p.m.** central standard time on July **14**, **2022**. Proposals shall include 2 hard copies and one digital copy and be clearly labeled **RFP – Insurances**, and submitted to the location/address listed below. Faxed copies will not be accepted.

Delivery Address:
LORI ROMINE, HR MANAGER
c/o VILLAGE OF ANTIOCH
RFP - INSURANCES
847 MAIN ST.
ANTIOCH, IL 60002
Iromine@antioch.il.gov

Each proposal must be received by the due date and time set for this RFP. A proposal received after the established deadline will not be considered.

# V. QUESTIONS

All questions related to this RFP must be submitted by email no later than **5:00 p.m. central standard time on July 11, 2022 to Iromine@antioch.il.gov**. Clearly mark the email "Questions for Insurance". Phone calls or faxed questions will not be accepted nor questions submitted after the deadline.

#### VI. SCOPE

This request for proposal is for any firm interested in providing Property Insurance, Liability Insurance, or for Worker's Compensation Insurance to Antioch for policies renewing on December 31, 2022.

#### VII. REQUIREMENTS

The following items are to be clearly addressed in the Proposer's responses. If an item is not applicable to your proposals, clearly indicate "not applicable" for the item and the reason it is not applicable.

- 1. Proposers are required to be an admitted licensed insurance provider of insurance in the state of Illinois and need to have an A.M. Best rating of B+ or better and a financial size of 8 or better. Proof of this rating will be required as part of the submission.
- 2. Proposers must have the capabilities to provide 24 hours a day/7 days a week claims reporting service using e-mail, fax, phone, and online computer system.
- 3. Proposers must have a Loss Control Department or contract with a Loss Control Service to provide loss control/risk management training, on-site visits, ability to provide online risk management computer system, online safety training, and other additional safety trainings as requested by Antioch at no additional cost to the provided proposal.
- 4. Proposals shall include overview of insurer's loss control department and program showing services provided and samples of safety training. Proposer's organization needs to have at least five (5) years' experience in the field with government agencies.
- 5. Proposers must provide claims reviews with the loss control department and claims department at least once a year.
- 6. Proposals shall include an overview of insurer's claims department and claims program. Additionally, a one page overview of how a typical claim from Antioch would be managed and processed.
- 7. Proposals shall include brief explanations on how insurance for the above mentioned policies are managed and processed.
  - 8. Coverage shall be in force beginning December 31, 2022
- 9. Proposals shall include all other requirements as set forth by State and Federal law in regards to Property Insurance, Liability Insurance, and Worker's Compensation Insurance and the requirements as set forth by any other applicable laws and regulations.
- 10. Proposers are expected to actively manage and process claims. Processing includes timely payment of claims and pursuit of reimbursements as appropriate. Detailed

monthly reporting of all transactions is required. Insurers must have the ability to break down premiums by insurance types, facilities, and also by departments within Antioch. Insurers are expected to calculate the Workers Compensation modification rating.

- 11. At the completion of the coverage year, proposer shall provide (at the proposer's expense) an actuarial report to Antioch for management and auditor use. This report shall include estimates by year of: required reserves, unpaid claims, incurred losses, subsequent development of known claims, and claims incurred but not reported.
- 12. Proposers shall outline Legal Counsel selection information, list of approved counsel, what role the Village of Antioch plays in the selection, and the role Antioch has in regards to **claims settlements and denials.**
- 13. Proposers shall state how many years the Proposer been involved with public entity insurance.
- 14. Proposers shall provide a list of at least three (3) public entity accounts for which the Proposer currently or in the past has provided insurance.
- 15. Proposers shall submit any information that documents successful and reliable experience in past performance related to the requirements of the RFP.
- 16. Proposers shall list the individual(s) who will be directly responsible for the overall management of the account, and list other support personnel and contact information.
- 17. Proposers may describe any additional resources your firm can provide that may bring value to Antioch.
- 18. After submission, Proposers may be required to give a presentation (date and time to be determined) on their company's loss control, and claims management. This presentation will explain loss control approach, how claims are handled, along with any other pertinent information about the company.
- 19. The Village of Antioch reserves the right to negotiate the terms and conditions, including the price, as proposed in the vendor's proposal. In addition, as part of such negotiations, Antioch reserves the right to require supporting cost, pricing, and other data from the proposer in order to determine the reasonableness and acceptability of the proposal.

- 20. The specifications in this request are the minimum acceptable. Antioch shall be the sole judge of equivalency. Proposers must submit their proposal with the requirements outlined in these specifications. Proposers may submit alternates to the specifications on a separate proposal sheet.
- 21. Depending on proposals received, Antioch may implement a multi-year agreement unless issues arise with the chosen provider.

### VII. Additional Requirements

- 1. Proposal shall conform to all applicable federal, state and local laws, codes and ordinances.
- 2. No Proposer will be provided with financial and/or competitive Proposer information on this Proposal until after the award of contract has been made. At that time, all proposals will be available for review in accordance with the Illinois Freedom of Information Act (FOIA). Proposer shall cooperate with Antioch to comply with FOIA Request(s).
- 3. Antioch and its departments are exempt from payment of all federal, state and local taxes on its purchases except Illinois excise taxes.
- 4. Any contract between Proposer and the Village of Antioch shall be subject to the laws of the State of Illinois. In connection with the performance of work under such contract, the Proposer agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.
- 5. By responding to this Proposal, prospective Proposers acknowledge and accept the attachments, including insurance requirements and service template contract sample attached.
- 6. Upon award of the contract, the selected Proposer will be required to submit a federal W-9 Form and payment address to Antioch. Proposers previously established with Antioch may have this requirement waived.
- 7. The proposal shall be prepared with a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP.

- 8. Any cost and/or pricing data submitted or related to the vendor's proposal including any cost and/or pricing data related to contractual extension options, whether required or voluntary, shall be subject to evaluation, and awarded only if deemed to be in the best interest of Antioch.
- 9. A Proposer may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made in writing prior to the proposal due date.
- 10. Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the proposer's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposers shall be held liable.
- 11. All materials, equipment, and supplies provided to Antioch must comply fully with all safety requirements as set forth by the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- 12. All proposals shall be good for ninety (90) days from the date of the due date for the RFP.

#### IX. EVALUATION PROCESS

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this Request for Proposal shall be based on the lowest cost and best proposal received in accordance with the submission requirements. Proposals will be reviewed by an internal review panel.

Cost	30%
Experience and Reliability	20%
Expertise of Personnel	20%
Management and processing methods	20%
Available Resources	10%

#### X. FINANCIAL VERIFICATION

Proposer's financial solvency may be verified through financial background checks or other means prior to contract award. Antioch reserves the right to reject Proposals based on information obtained through these background checks.

#### XI. CONTRACT

In the event that the Proposer whom the services are awarded does not execute a contract within thirty (30) days after the award of the bid, Antioch may award the contract to the next most qualified Proposer or call for new proposals. Antioch shall assume no cost by the Proposer in preparation of new proposals.

Antioch reserves the right to discontinue the contract due to unsatisfactory service. It may reconsider any proposal that was received in response to this request.

The contract shall not be assigned, transferred, or subcontracted.

The Proposer agrees to maintain worker's compensation coverage as required by state law, vehicle insurance, and general liability insurance on its premise or operations.

#### XII. GENERAL REQUIREMENTS

- **1.** HOLD HARMLESS: Proposer agrees to indemnify, hold harmless, and defend Antioch, its officers, agents and employees from any and all liability including claims, demands, losses, costs, expenses and damages of every kind arising out of or in connection with services provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the proposer.
- **2. INSURANCE RESPONSIBILITY:** The proposer performing services for Antioch shall comply with the insurance requirements contained herein.
- 2.1 Provide own insurance, countersigned by an insurer licensed to do business in the State of Illinois, covering the period of the agreement/contract indicating that Proposer is insured under professional liability insurance in an amount not less than minimum amounts reasonably necessary and sufficient within the profession.
- 2.2 Provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Illinois, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.
- **3. PROPRIETARY INFORMATION**: Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable FOIA laws. Proprietary restrictions normally are not accepted. However, when accepted, it is the

Proposer's responsibility to defend the determination in the event of an appeal or litigation.

3.1 Any material submitted by the proposer in response to this request that the proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in Illinois Stats., or material which can be kept confidential under FOIA, must be identified. Proposal prices cannot be held confidential.

#### 4. CONTRACT AWARD

4.1 Any award of a contract resulting from this RFP will be made only by written authorization from the Village Administrator.

#### 5. EXPERIENCE AND RELIABILITY

5.1 Experience and reliability of the Proposer's organization is considered in the evaluation process. Therefore, the proposer is advised to submit any information which documents successful and reliable experience in past performance related to the requirements of this RFP.

#### 6. EXPERTISE OF PERSONNEL

6.1 The qualifications of the personnel proposed by the Proposer to perform the requirements of this RFP will be considered in the evaluation. Therefore, the Proposer should submit information related to the experience and qualifications of the staff proposed. A list with three public entity references is also required.

#### 7. PROPOSED METHOD OF PERFORMANCE:

7.1 The Proposer will be expected to be extremely responsive to the programmatic needs of Antioch. The Proposer should detail specifically how they intend to carry out the responsibilities of the contract.

#### 8. TERMS OF AGREEMENT

8.1 The RFP and responses submitted become part of the contract between the Proposer and Antioch. To the extent there is a conflict in terms, and that term is addressed in the contract executed between the Proposer and the Village of Antioch, the term set forth in the contract prevails. To the extent there is a conflict in terms, and that term is not addressed in the final contract, the terms set forth in the RFP prevail.

8.2 The Proposer agrees to assist Antioch in complying with Public Records requests.

# XIII. ATTACHMENTS

Proposal Checklists, Attachment A Statement of Understanding of Proposal, Attachment B

# ATTACHMENT A PROPOSAL CHECKLIST

## **CHECK LIST OF OTHER PROPOSAL REQUIREMENTS:**

Enclosed proof of insurance provider licensing	
Enclosed proof of A.M. Best Rating of B+ or better	
Enclosed proof of Financial size of 8 or better	
Capability of providing continuous claims service	(Yes/No)
Loss Control Department Enclosed overview of insurer's Loss Control Department and Program, showing services and samples of online safety training.	(Yes/No)
Loss Control Department – min. of 5 years' experience	(Yes/No)
Capable of providing claims reviews with loss control and claims department at least annually	(Yes/No)
Claims Department - Enclosed overview of insurer's Claims Department and Program; including an overview of how a typical claim from Antioch would be handled.	(Yes/No)
Enclosed explanation of how all insurance services are handled by proposer, including but not limited to other coverages, litigation, claims handling, loss control, and any audits.	(Yes/No)
Proposer meets requirements as set forth by the IL Stats. for insurance proposals provided and as set forth by any other applicable laws and regulations.	(Yes/No)
Enclosed outline of Legal Counsel selection information, list of approved counsel, what role Antioch plays in the selection, and the role Antioch has in regards to claims settlements and denials.	(Yes/No)

Number of years Proposer has been involved with entity insurance.	h public			
Enclosed list of at least three public entity accounts that the Proposer is currently or in the past has provided insurance for.  Enclosed list of account managers and other support personnel, and their contact information.				
			(Yes/No)	
Enclosed – two (2) hard copies and one (1) digital copy of proposal(s)				
Enclosed Attachment A		(Yes/No)		
Enclosed Attachment B			(Yes/No)	
I have full authority to make such statements recognized representative of the Proposer.	and to submit this	proposal	as the	duly
Signature of Duly Authorized Individual	Date			
Printed Name	Title			
Company:				
Address:				
Phone Number:				
Email Address:			-	

# ATTACHMENT B STATEMENT OF UNDERSTANDING OF PROPOSAL

D			
Propo	ser Name		
Propo	ser's Address		
 City		State	Zip Code
 Conta	ct Person's Name & Position		
 Propo	ser's Phone Number	Email Address	
Insura have a	ance, and Worker's Compensat adequate personnel, equipmen and fitness to perform shall b	for Proposals (RFP) for RFP – Procion Insurance and fully understant, and license to perform said so be judged solely by the Village of a line the interest or on behalf of a	and its intent. We certify that we ervices. We understand our Antioch. In addition, we certify
		ndirectly induced or solicited any	
	(c) We have not in any mann Proposer;	er sought by collusion to secure	an advantage over any other
	(d) We have thoroughly exar costs for service/equipment	nined the RFP requirements, and we have proposed; and	d our proposed fees cover all
	(e) We acknowledge and acc	ept all the terms and conditions	included in the RFP.
 Signat	ture of Proposer or Proposer's	Representative Date	