

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Brokerage Selection and Contract approval

**SUMMARY:** Approve the selection of an agreement with Olympus Insurance, to provide brokerage services as outlined in the RFP scope of work for the flat fee of \$34,500 per year, with one year optional renewals for two years.

**FISCAL IMPACT:** Contract cost was reduced by \$3,750 per year.

**STAFF RECOMMENDATION:**

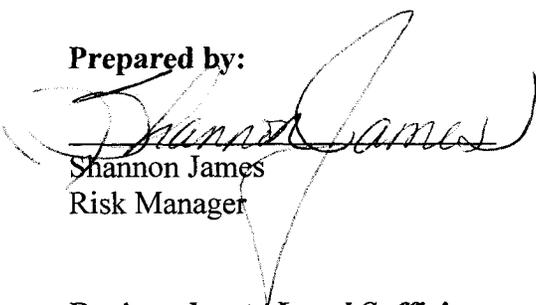
Staff recommends approval of the Agreement with Olympus Insurance to provide brokerage services to the City.

**MOTION RECOMMENDED:**

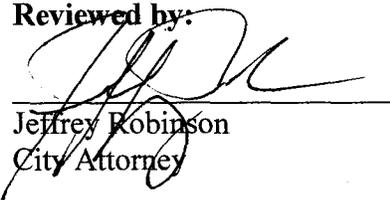
"I move to adopt Resolution No. 14-21 authorizing the Mayor to execute an Agreement with Olympus Insurance to provide brokerage services as outlined in the RFP scope of work, for \$34,500 for the first year.

Roll Call vote required.

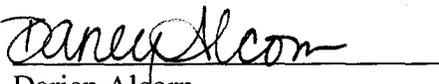
**Prepared by:**

  
Shannon James  
Risk Manager

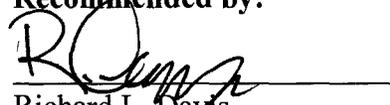
**Reviewed by:**

  
Jeffrey Robinson  
City Attorney

**Reviewed as to Legal Sufficiency:**

  
Darien Alcorn  
Deputy City Attorney

**Recommended by:**

  
Richard L. Davis  
City Manager

## **BACKGROUND DISCUSSION:**

On June 30, 2009, the City notified the insurance provider of the City's intention to withdrawal from the insurance pool known as URMMA. The City then issued a RFP for brokerage services to assist with placement and coverage analysis for the City's property, liability and special insurance coverage needs.

The scoring revealed that Olympus Insurance was the best candidate to accommodate the City's brokerage needs and the City entered into a one year contract, with one year optional renewals for two year.

As this contract was up for renewal February 2014, the City issued a new RFP for these same brokerage services on November 18, 2013. A selection committee, consisting of Shannon James, Risk Manager; Jeffery Robinson, City Attorney; Bryce Haderlie, Assistant City Manager; Ryan Bradshaw, Finance Manager; Michelle Thompson, H.R. Technician; all reviewed and scored the 2 proposals that were received prior to the December 13,2013 deadline.

The providers agreed to the terms of the RFP scope of work for a flat fee. However, Olympus added value in several areas; Property Evaluation, Catastrophic modeling, Business Continuity evaluations and advanced Claim advocacy services. These are included in Olympus' base fee, where the other brokers limited or would charge extra for these services.

Attachments:

Agreement

**THE CITY OF WEST JORDAN, UTAH**

A Municipal Corporation

RESOLUTION NO. 14-21

**A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR  
OF A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF WEST  
JORDAN AND OLYMPUS INSURANCE AGENCY.**

Whereas, the City Council of the City of West Jordan has reviewed the Agreement for Professional Services between the City of West Jordan and Olympus Insurance Agency (a copy of which is attached as Exhibit A) and

Whereas the City Council has determined the contract to be in the best interest of the City; and

Whereas, the City Council of the City of West Jordan desires that an agreement be executed by the Mayor; and

Whereas, the Mayor is authorized to execute agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is hereby authorized and directed to execute the Agreement for Professional Services between the City of West Jordan and Olympus Insurance Agency.

Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF WEST JORDAN

ATTEST:

By: \_\_\_\_\_  
Mayor Kim V. Rolfe

\_\_\_\_\_  
MELANIE BRIGGS, City Clerk

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF AN  
AGREEMENT BETWEEN THE CITY AND \_\_\_\_\_

*Res. 14-21*

**Voting by the City Council**

**"AYE"**

**"NAY"**

**Jeff Haaga**

\_\_\_\_\_

\_\_\_\_\_

**Judy Hansen**

\_\_\_\_\_

\_\_\_\_\_

**Chris McConnehey**

\_\_\_\_\_

\_\_\_\_\_

**Chad Nichols**

\_\_\_\_\_

\_\_\_\_\_

**Ben Southworth**

\_\_\_\_\_

\_\_\_\_\_

**Justin D. Stoker**

\_\_\_\_\_

\_\_\_\_\_

**Mayor Kim V. Rolfe**

\_\_\_\_\_

\_\_\_\_\_

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services ("Agreement") is entered into by and between the City of West Jordan, a municipal corporation (hereinafter referred to as "City"), and Olympus Insurance Agency, a Utah Corporation (hereinafter referred to as "Consultant").

Whereas, the City desires to obtain insurance brokerage and consulting services from Consultant, and Consultant desires to provide these services to City.

Now therefore, City and Consultant agree as follows:

1. **RETENTION AS CONSULTANT.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2 of this Agreement. Consultant warrants it has the qualifications, experience and facilities to properly perform these services.

2. **DESCRIPTION OF SERVICES.** The services to be performed by Consultant shall be as set forth in the following: (a) the West Jordan City Request for Proposal for Insurance Brokerage and Consulting Services dated on or about November 18, 2013 (the "RFP"), which is attached hereto and incorporated herein by this reference; and (b) the Consultant's proposal dated December 13, 2013 (the "Consultant's Proposal"), which is not attached but is incorporated herein by this reference.

3. **COMPENSATION AND PAYMENT.** Except for authorized extra services pursuant to Section 4 of this Agreement, if any, the total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sum of \$34,500 and shall be paid on a quarterly basis as indicated in the Consultant's Proposal.

Invoices shall be made on a quarterly basis, and shall describe work performed during the immediately preceding quarter. All payments shall be made within thirty (30) calendar days after the City's receipt of the invoice and verification by the City of satisfactory performance of services.

4. **EXTRA SERVICES.** City shall pay Consultant for extra services which are authorized in writing in addition to the services described in Paragraph 2, in such amounts as mutually agreed to in advance. Unless the City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

5. **SERVICES BY THE CITY.** The City shall provide Consultant with additional information necessary for performance of Consultant's services under this Agreement. City shall promptly review Consultant's work and provide Consultant with comments, if any, in a timely manner.

6. **TERM; RENEWAL.** This Agreement shall be effective upon the date of execution set forth herein below ("Effective Date") and, unless terminated early as set forth in Paragraph 12, shall expire without further action one year after the Effective Date (the "Initial Term"). The City may renew the Agreement for two additional 1-year terms (each a "Renewal Period") by mailing written notice to Consultant of City's intent to renew no less than ninety (90) calendar days prior to

the expiration of the Initial Term or any Renewal Period. The fee for each Renewal Period shall be as set forth in the Consultant's Proposal. Consultant shall commence work within fourteen (14) calendar days after the Effective Date. Consultant shall not perform services or be compensated for services performed after expiration of the Initial Term or any Renewal Period, unless the City has provided notice of renewal.

7. **OWNERSHIP OF DOCUMENTS.** All data, analyses, reports and other documentation, prepared by Consultant in the performance of these services shall become the property of City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Consultant. This shall include duplication of such documentation.

8. **PERSONAL SERVICES; NO ASSIGNMENT; SUBCONTRACTOR.** This Agreement is for professional services, which are personal services to the City. The following persons are deemed to be key member(s) of or employee(s) of the Consultant's firm, and shall be directly involved in performing or assisting in the performance of this work:

B. Darrell Child; Rodger Cochran; Brian D. Child; A. Taylor Child; Tameisa Powers; Aimee Dunn; Norman Squires

Should these individuals be removed from assisting in this contracted work for any reason, the City may terminate this Agreement.

9. **HOLD HARMLESS AND INSURANCE.**

**A. Indemnity.**

Consultant shall defend, indemnify and hold the City, its elected officials, officers and employees, harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to, general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent acts, errors and omissions of the Consultant in performing the services described.

**B. Insurance.**

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

(1) workers' compensation and employer's liability insurance as required by the State of Utah; unless a waiver of coverage is allowed and acquired pursuant to Utah law. In the event any work is subcontracted, the Consultant shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law;

(2) professional errors and omissions insurance in the amount not less than \$1,000,000 per occurrence with a \$1,000,000 annual policy aggregate limit.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which are: (a) currently rated A- or better by A.M. Best Company; or (b) Listed in the United States Treasury Department's current *Listing of*

*Approved Sureties (Department Circular 570), as amended.* Consultant shall provide City with copies of certificates, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

All required certificates and policies shall provide that coverage shall not be canceled or modified without providing thirty (30) days' prior written notice to the City in a manner approved by the City Recorder.

10. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties to this Agreement shall be that of independent contractor(s). In no event shall Consultant be considered an officer, agent, servant or employee of City. The Consultant shall be solely responsible for any worker's compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

11. **STANDARD OF CARE.** Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time Consultant's services are performed. Consultant shall, at Consultant's sole expense, re-perform any services not meeting this standard.

12. **EARLY TERMINATION.** This contract may be terminated for cause by either party, in advance of the specified termination date, upon written notice being given by the terminating party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to, or claimed by, Consultant for anything done, finished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check.

However, approval or payment by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and/or competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents or consultants.

14. **WAIVER; REMEDIES CUMULATIVE.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or

breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach

shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

15. **CONSTRUCTION OF LANGUAGE OF AGREEMENT.** The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

16. **MITIGATION OF DAMAGES.** In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

17. **GOVERNING LAW; VENUE.** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah. Venue shall be in Salt Lake County, Utah.

18. **CAPTIONS.** The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

19. **AUTHORIZATION.** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

20. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.**

The Consultant represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

21. **EQUAL OPPORTUNITY CLAUSE.** The Consultant agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45

CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Consultant agrees to abide by Utah's Executive Order, dated

June 30, 1989, which prohibits sexual harassment in the work place.

22. **ENTIRE AGREEMENT BETWEEN PARTIES.** Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

23. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. **NOTICES.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

TO CITY:                    West Jordan City Recorder  
                                  8000 South Redwood Road  
                                  West Jordan, Utah 84088

                                  With a copy to the City Attorney  
                                  Jeff Robinson, City Attorney  
                                  8000 South Redwood Road, Suite 100  
                                  West Jordan, Utah 84088

TO CONSULTANT: Mr. B. Darrell Child  
                                  Olympus Insurance Agency  
                                  220 East Morris Avenue, Suite 340  
                                  Salt Lake City, Utah 84165-0608

In concurrence and witness whereof, this Agreement has been executed by the parties effective on this 23<sup>rd</sup> day of February, 2014.

CITY OF WEST JORDAN

ATTEST:

\_\_\_\_\_  
Mayor Kim V. Rolfe

\_\_\_\_\_  
Melanie S. Briggs, City Recorder

**[Signatures continued on following page]**

CONSULTANT

By: B. Darrell Child  
Its: EXECUTIVE V.P. OF Olympus Insurance Agency

STATE OF UTAH )

:SS  
COUNTY OF SALT LAKE )

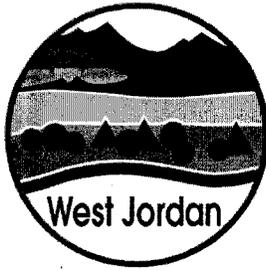
On this 16<sup>th</sup> day of JANUARY, 2014, personally appeared before me, \_\_\_\_\_  
B. DARRELL CHILD, who being by me duly sworn did say that he/she is the  
of Olympus Insurance Agency, a Utah corporation, and that the foregoing instrument was signed  
in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to  
me that said corporation executed the same.

Jamela D. Quinn  
NOTARY PUBLIC

My Commission Expires:

Residing in SLC County, SLC





West Jordan City

Request for Proposal

**INSURANCE BROKERAGE AND  
CONSULTING SERVICES**

Office of the City Attorney, Division of Risk Management

***INFORMATION & REQUIREMENTS***

- I. **OBJECTIVE.** West Jordan City (the "City"), is soliciting competitive sealed proposals from qualified, specialized brokerage firms to provide insurance brokerage and consulting services for the Office of the City Attorney, Division of Risk Management. Brokerage firms may be referred to herein, in either singular or plural form, as the brokerage firm(s), the broker(s), the firm(s), or the offeror(s).
- II. **BACKGROUND.** Centrally located in the heart of the Salt Lake Valley, West Jordan City is the 4<sup>th</sup> largest city in Utah with a population of just over 108,000. Employing about 420 full-time and 140 part-time employees among 10 departments, the City provides exceptional service that directly impacts quality of life for our citizens.

It is the City's intent to contract for services with an insurance brokerage firm to assist the City in the operation of its risk management programs. The selected broker will be expected to provide a full range of services to the City including but not limited to the following:

1. Risk identification, analysis, and reduction recommendations
2. Insurance and bond placement; including insurance marketing, coverage, analyses, and policy binding.
3. Monitoring of the insurance market and reporting of favorable and adverse market developments.
4. Consulting and training services regarding risk issues such as risks associated with new ventures, safety procedures, risk management, and contractual risk transfer issues.
5. Special projects as identified by the risk manager.

The selected broker will be expected to maintain adequate staff and facilities, maintain and retain records, maintain all required licenses, keep current in the changes in insurance market and law, meet with City personnel and be fully prepared to adequately address the City's interests and needs in terms of products and services. The broker will obtain quotations on insurance or risk reduction products as directed by the City.

**III. NOTICE OF INTEREST**

If you are interested in submitting a proposal, please fill out the attached Notice of Interest Form (Attachment B) and fax it to the City at the number indicated on the form. All

subsequent information regarding this RFP will be directed only to those who return the form with an indication that they intend to submit a proposal.

#### **IV. SCOPE OF WORK – STANDARD SERVICES**

Services provided by the broker under this proposal will encompass at least the following tasks:

1. Provide insurance brokerage support, place necessary coverages, present insurance renewal bids to the City's Risk Manager 30 days before the policy's renewal, provide policies within 90 days of binding, and provide a detailed coverage summary of the current schedule of insurance. Placement of all forms of property and casualty insurance required by the City with the exception of employee benefits and all forms of City self-insurance.
2. Assist in the preparation of materials, statements of value, specifications and other underwriting data as required by insurers. This includes working with The City of West Jordan to gather and present the necessary information.
3. Negotiate insurance policy language on behalf of and as approved by The City of West Jordan.
4. Prepare a market analysis and forecast by insurance line, prior to each renewal. Such analysis must include pricing and service trends, availability of markets and long-term direction of the market.
5. Verify the accuracy and adequacy of all binders, policies, policy endorsements, carrier invoices, and other insurance-related documents prior to delivery. Obtain and provide revisions to such documents as needed. Maintain insurance policies and coverages without lapses or duplication.
6. Provide or assist with education and training of City staff on risk management efforts, safety procedures, and service enhancements to reduce and/or limit risk.
7. Act as a liaison between The City of West Jordan's Risk manager and insurance carriers in the resolution of claims. Direct and coordinate insurer/reinsurer involvement in the reporting, investigation and settlement of losses.
8. Provide continual unbiased information regarding the most advantageous insurance markets from the standpoint of cost, service, coverage and financial security.
9. Review all existing coverages and make recommendations regarding any changes in coverage based on such things as unintentional self-insurance, gaps in coverage, restrictive limits, and cost of coverage.
10. Issue certificates of insurance and other coverage verification documents as required.

11. Review contracts and lease agreements as required and provide analysis and recommendations with regard to contractual risk transfer and required forms. Be available on a daily basis for consultation regarding risk management and insurance concerns.
12. Issue Certificates of Insurance at the request of the Risk Manager. Certificates must be mailed within two business days of the request.
13. At least 60 days prior to the contract anniversary, Broker will provide the Risk Manager with a written annual insurance summary of the policy/program year. This summary will include the following items:
  - i. Complete list of the insurance coverages in force
  - ii. Evaluation of overall insurance programs
  - iii. Forecast of market conditions and renewal costs
  - iv. List of modifications needed to service requirements
  - v. Summary of broker / carrier relationship(s)
  - vi. Account history, including premium and losses by line of coverage
  - vii. Potential problem identification and the presentation of possible solutions including, but not limited to, claims handling, safety hazards and uninsured / underinsured exposures
  - viii. Summary of activity including open and closed claims
  - ix. Review of future goals and long term strategy
  - x. Service analysis / improvement areas

**V. SCOPE OF WORK – SPECIAL PROJECTS**

From time to time the City will require the broker to perform additional consultation services to address new concerns, develop and implement new programs, and audit the performance and effectiveness of the risk management program. These projects are expected to include but not be limited to the following:

1. Assistance in the development of a Cost Allocation System.
2. Assistance in the development of internal and external benchmarking practices and data standards.
3. Advice on how to better administer a certificate of insurance management program.
4. Assistance with the design and implementation of a loss control accountability and incentive program, safety projects, risk management evaluation procedures, or programs of a similar nature.
5. Assistance with the development of an annual risk management report.
6. Other projects as proposed by the City or by the Broker.

## **VI. COSTS/FEEES**

Brokers are invited to bid their services on a flat fee basis and may also include a commission based proposal. Proposals must however include at least a flat fee bid for the Standard Services outlined above and a proposed charge for services and special projects beyond the annual anticipated service requirements.

## **VII. PROPOSAL SUBMISSION REQUIREMENTS**

All proposals submitted for evaluation must include, but do not need to be limited to, the following information regarding the firm's ability to provide the Standard Services and Special Projects in a professional and innovative manner. This information should be submitted in 30 single sided pages or less. Each page should be numbered. Proposals in nonstandard formats cannot be evaluated without considerable analysis. Failure to follow the prescribed format may result in rejection of the proposal.

### **A. FEE SCHEDULE**

Furnish proposed fee schedules including at least a flat fee for the Standard Services outlined above and a proposed charge for services and special projects beyond the annual anticipated service requirements. Other proposed fee schedules may be included such as a commission based fee.

The fee-based proposal shall set forth a flat annual fee to provide all services required in Section V. Scope of Work - Standard Services, of this request for proposal. Such services, including insurance placements shall be without collecting a commission from the insurance companies or, if commissions or contingent type fees are required by the insurance companies, returning such commission or fee to the City.

Complete and include as part of your proposal, Attachment "C", Schedule of Fees, which will be attached to the agreement.

The fee schedule portion of your proposal must:

1. Indicate clearly which fees are "commission-based" and which are "fee-based".
2. Identify any other charges that would, or could, be billed in connection with the insurance brokerage and consulting services to be provided.

Set forth any alternate fee structure that you would like the City to consider and explain why you think it is preferable and advantageous to the City.

**B. QUALIFICATIONS OF THE BROKERAGE FIRM**

Describe the brokerage firm's qualifications and resources available to provide the services listed above. Such description shall include, but not be limited to, responses to the following:

1. Identify the length of time the brokerage firm has been operating, and has operated within the Salt Lake community.
2. Identify the brokerage firm's location, size, and presence, including:
  - a. The address of the brokerage firm's office that will handle the City's account.
  - b. The size of the staff at such office.
  - c. Number of clients that the brokerage firm presently serves.
  - d. The premium volume the brokerage firm produces annually and how much of that premium volume is from public entities.
  - e. Identify what local (Utah) presence, contacts, and/or employees the brokerage firm has that will provide service or support to the City.
3. Describe any experience and special expertise your brokerage firm has in providing the desired insurance coverages and risk management consultation services to governmental entities.
4. Describe the insurance markets that the brokerage firm can access. Specify which of these insurance companies are most responsive to government needs.
5. Provide information documenting your brokerage firm's ability to assist the City in proving and resolving difficult claims with insurers.
6. Provide a statement of whether the brokerage firm will agree to disclose all compensation it receives as a result of contracts placed on behalf of City and, if not, an explanation of why it will not provide such information.
7. Indicate whether the brokerage firm provides full risk identification and analysis as part of broker's normal contracted services.
8. Describe what the brokerage firm will do to assure that proper attention will be given to the City's account now and as its book of business grows.
9. Describe any and all products offered that are unique to the firm such as risk management information systems, loss control programs, training and education programs, actuarial services, etc.

10. Describe efforts and accomplishments of firm to assist customers in reducing claims, improving safety, or reducing risk, etc.; and if possible, what the financial benefit was to the customer (i.e. reduced premiums, premium refund, reduced service costs).

**C. QUALIFICATIONS OF THE PROPOSED PRINCIPAL BROKER**

Describe the specific qualifications for the proposed principal broker for the City. As used herein, the term "Proposed Principal Broker" shall mean the offeror's lead or principal member of the client service team that would handle the City's account and who would serve as the offeror's primary contact for the City.

1. Explain how the Proposed Principal Broker keeps current on events and issues regarding government and the insurance needs related thereto.
2. Identify the number and type of government clients served by the Proposed Principal Broker.
3. Describe what the offeror feels is the most important personal qualification that the Proposed Principal Broker would bring to the City's account.
4. Identify any governmental clients of the Proposed Principal Broker that are similar to the City of West Jordan.
5. Describe the present makeup of the Proposed Principal Broker's personal book of business, including:
  - a. Identify the number of accounts for which the Proposed Principal Broker is responsible.
  - b. State how many accounts the Proposed Principal Broker feels capable of properly serving.
  - c. Explain how the City's account would compare in size and scope to Proposed Principal Broker's other clientele.

**D. REFERENCES**

Provide a list of at least three (3) references, with contact names, addresses, and telephone numbers, of clients who can verify offeror's ability to provide the services requested herein. If offeror has any government entities as clients, offeror should include them on the list of references.

**E. PROJECT TEAM.**

Provide an organizational chart showing the level of organizational responsibility and the services provided by each of the members of your firm's proposed project team.

Include resumes of those principals, partners and other key project staff members who will be directly involved in the overall brokering and consulting effort.

By listing the individuals in the proposal, the firm is making a commitment that, barring unforeseen circumstances, they are the personnel who will be assigned to the program. Any changes to the personnel indicated must be approved by the City. The City reserves the right to request a substitution of personnel.

#### **F. INNOVATIONS AND EFFECTIVENESS**

Describe offeror's understanding, responsiveness and approach to the insurance brokerage and consultative services required. Also include descriptions of:

1. Any broker service innovations offeror is proposing.
2. The effectiveness of the proposed broker services and how such effectiveness is measured.
3. Any unique services or special expertise your brokerage firm offers that might be of value to the City.

#### **VIII. EVALUATION CRITERIA**

The award of this consultant contract will be made by the City based upon, but not necessarily limited to, the following factors.

- |    |   |
|----|---|
| 30 | <b>Proposed Fee</b><br>The cost the offeror proposes to the City for performance of the services required under the solicitation. A flat fee will be assumed, you must clearly state in your proposal if you prefer a commission based or alternative arrangements.   |
| 20 | <b>Qualifications of the Brokerage Firm</b><br>The consultant's demonstrated ability to perform the required services at specified levels described in the Scope of Work – Standard Services and Special Projects sections. The offeror's indication of the understanding of the purpose and scope of the proposed services as evidenced by the quality of the proposal submitted.                                |
| 20 | <b>Qualifications of the Proposed Principle Broker</b><br>The professional experience, qualifications, and educational background of the individual who will be assigned to the City as the Principle Broker. The demonstrated capability to deal effectively with the City based upon references provided and other resources such as the City's experiences with offeror and other local governmental agencies. |

- 5                   **References**  
The response and level of recommendation provided by the references provided that have similar needs and requirements to the City.
- 15                   **Project Team**  
The professional experience, qualifications and educational background(s) of the offeror's staff that will be assigned to assist the Proposed Principle Broker in meeting the needs of the City as outlined in this RFP.
- 10                   **Innovations and Effectiveness**  
The demonstrated ability of the offeror to solve insurance coverage issues and provide innovative risk management program solutions that will meet the City's needs and reduce the overall cost of risk.

**IX.    SUBMISSION OF PROPOSALS**

- Sign and fax the Notice of Interest (Attachment "B"). The form must be signed by a company representative authorized to bind the offeror contractually.
- Submit original proposal and (4) copies in a sealed envelope or other sealed container. The sealed transmittal is to have "**Insurance Brokerage Services**" clearly marked on the outside of the package and on the body of the proposal. All copies should be put into **one** envelope or box and sealed. Do not put each proposal copy in a separate sealed envelope.
- Proposals must be delivered to the City Recorder
- Submission Deadline: December 13, 2013
- Proposals received after 3:00pm deadline will be placed in the file unopened and will not be considered. .

All costs associated with the preparation of the proposal, as well as any other related materials, will be borne by the offeror. All costs and expenses associated with attending an interview will also be borne by the offeror. All proposals become the property of the City of West Jordan. The City of West Jordan reserves the right to stop the selection process at any time if it is considered to be in the best interest of the City. The City of West Jordan also reserves the right to reject any or all proposals submitted. The City reserves the right to enter into more than one agreement from the proposals submitted for this RFP.

**X.    TENTATIVE SCHEDULE FOR THE RFP PROCESS**

The City reserves the right to modify this schedule at their discretion.

<u>Activity</u>	<u>Date</u>
RFP Issuance Date	November 19, 2013
Final day to submit questions	December 16, 2013
Proposal Due Date	December 20, 2013
Committee Meeting to Score Proposals	December 30, 2013
Offerors' Interviews	Completed by January 17, 2014
Notice of committee's recommendation	January 20, 2014
Anticipated Notice to Proceed	January 29, 2014

**XI. WRITTEN AGREEMENT REQUIRED**

The selected consultant must be willing to enter into a written agreement with the City of West Jordan. A binding agreement between the City and offeror will be dependent upon the negotiation, preparation, and execution of a formal contract. If your firm wishes to alter any of the conditions present in this RFP, Attachments, or any Addendums issued that item must be specifically mentioned in the proposal, with a reasonable alternative presented.

**XII. CONTRACT AND PROPOSAL INFORMATION**

Submitting a proposal acknowledges your firm has read, understands, and agrees to be bound and fulfill the requirements and terms and conditions of this solicitation.

- A. Firm Pricing: All prices, quotes, or proposals are to remain firm for ninety (90) days after the opening date, unless a different period is stated in the City's RFP. Any proposal, which does not offer to remain firm for the required period, may be considered to be non-responsive.
- B. Laws of the State of Utah: All contracts pursuant to acceptance of the offeror's proposal will be interpreted, construed, and given effect according to the laws of the State of Utah and the Ordinances of the City of West Jordan. No contract will be assigned, in whole or in part, without the written consent of the City.
- C. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into. Licenses must be maintained throughout the entire contract period.

Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849, or toll free at 877-526-3994 or by accessing: [www.commerce.utah.gov](http://www.commerce.utah.gov).

- D. Public Domain: Offerors are advised that Utah law and City ordinances provide that, upon fully executed of a contract subsequent to an RFP, the contents of the awarded

proposal received pursuant to said request may be placed in the public domain and become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), Utah Code Ann. 63-2-101 et seq. and City ordinance. Trade secrets and proprietary information, recognized by the City as such, may be protected from public disclosure if offeror clearly identifies, in writing, any part of their proposals which they claim to be proprietary information, trade secrets or other commercial information, or non-individual financial information that may be protected under GRAMA. Proposals in total will not be considered proprietary. All materials submitted by an offeror in response to the City's RFPs will become the property of the City upon delivery and will be managed in accordance with GRAMA.

- E. Cover Letter: The proposal will have a cover letter indicating the firm's willingness to enter into an agreement with the City of West Jordan. An officer of the company who has the authority to commit their firm to the proposed project must sign this letter. Proposals will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), a business address of the offeror and telephone number. Please include one or two **e-mail addresses where you could be notified of an oral interview**. The proposal will be signed, in ink, by a principal of the business who is authorized to execute the contract. The name of the principal and his/her business title will be included in the signature element in either type or print. Penciled signatures or notations will not be accepted.
- F. Inquiries: All inquiries relating to the specifications or proposal procedure should be directed Shannon James, Risk Manager, City Attorney's Office 801-569-5140 or email Shannonj@wjordan.com. **Do not contact the agency, division, department, or other City officers or employees.**
- G. Costs: All costs associated with the preparation of the proposal, as well as any other related materials and delivery, will be sorely borne by the offeror. All proposals become the property of the City of West Jordan. The City will not be responsible for said costs in any event, including, but not limited to, termination of the project in whole or in part, rejection of the proposals as non-responsive, or rejection of the proposal as non-responsible.
- H. Changes or Modifications: Any changes or modification to the Request for Proposal will be accomplished in writing by addendum. Offerors submitting a proposal based on any information other than that which is contained in the City's RFP, or any addenda thereto, do so at their own risk.
- I. Receiving Proposals: The City Recorder will administer receipt of all proposals and opening of the same. Proposals will be held, unopened, by the City Recorder in the same condition as received if delivered prior to the date and closing time designated in the RFPs. After the closing time, only the identity of each offeror will be made public. If only one proposal is received in response to the City's request, the Division of Contracts and Procurement, in coordination with the organization requesting the services may recommend an award of a contract to the single offeror if the proposal is responsive. Alternatively, if time permits, the Division of Contracts and Procurement

may re-solicit for the purpose of obtaining additional proposals. Offerors are advised that no contract will be formed with the City until a proposal is accepted by the Mayor and the contract is signed by all parties.

- J. Modifying or Withdrawing Proposals: Offerors may modify or withdraw their proposals at any time prior to the closing time. The City requests that any desire to retrieve a proposal for the purpose of withdrawing or to modify a proposal must be submitted in a written request to the City Recorder. Offerors may withdraw their offer if the City and Offeror cannot agree on contract terms.
- K. Rejection of Proposals: The City reserves the right to reject any or all proposals, to accept any proposal in total or in part unless the offeror clearly states in its proposal that acceptance must be on an "all or none" basis, to waive any minor irregularity or technical error in the form of proposals or in compliance with the instructions to proposers, and to stop the selection process at any time it is considered to be in the best interests of the City. Any proposal containing significant deviations from the specifications of the RFPs will be rejected as non-responsive. Offerors claiming minor irregularities or technical errors must assume the burden of identifying them and justifying them to the City in order for the proposal to receive consideration.
- L. Independent Contractors: Offerors agree that if they enter into a contract with the City of West Jordan they are independent contractors and have no authority, express or implied, to bind the City to any agreements, settlements, liability, or understanding whatsoever with any third.
- M. Free and Competitive Bidding: Any agreement or collusion among prospective offerors to fix a price or limit competition shall render the proposal void and such conduct shall be unlawful and subject to criminal sanction.
- N. Bonding and Insurance Requirements: The awarded offeror will be required to secure and maintain insurance. See Attachment
- O. Indemnity: Contractor will indemnify, defend and save harmless the City, its officers, agents and employees from all claims or damages or injuries sustained by persons or properties that occur as a result of the acts or omissions on the part of the contractor, its agents or employees in the performance of the agreement. This indemnification will include payment of all costs and reasonable attorney fees.
- P. Termination: The City may terminate the contract for default upon written notice. The City may terminate the contract at any time it deems such termination to be in the public interest or for public convenience by giving written notice at least thirty days prior to the desired termination date unless otherwise provided for in the contract.
- Q. Non-Funding: It will be understood and agreed that funds are not available for performance of this contract by the City beyond the close of the City's current fiscal year. The City's obligation for performance of the contract beyond that date is contingent upon funds being appropriated for payments due under any contract. This

termination will not be construed as breach of or default under the contract and will be without penalty or other charges to the City.

- R. Conflict of Interest: Identification of any officer, employee, agent, representative of the City or members of the City Council, or any board, committee, or commission of the City must disclose any interest or conflict they have in their proposal as required by the Utah Public Officer's and Employee's Ethics Act, Title 67, Chapter 16, Utah Code Ann.; the City Officers and Employees Disclosure Act, Title 17, Chapter 16a, Utah Code Ann; and Section 2.4.703 City of West Jordan Code of Ordinances. The disclosure document must be included in your proposal.
  
- S. Political Contributions: No person, business, corporation, or other entity that does business with the City shall make contributions to City candidates. For the purposes of this section, a person or entity shall be considered doing business with the City if is engaged in any contract with the City on the date of the contribution or has contracted with City for a period of one year prior to the contribution. It shall also be a violation of this ordinance if a person or entity enters into any contractual relationship with the City within six months following a contribution
  
- T. Infringement: An offeror shall not infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences from violation, including costs of defending a claim and indemnification from an action of claim by a third party shall be borne by the offeror.
  
- U. Protests: Persons who are aggrieved by the written specifications or recommended award may protest to the Purchasing Agent. A protest in regard to the specifications shall be submitted, in writing, prior to the proposal closing date. All other protests shall be submitted, in writing, within five working days after the aggrieved person knows or should have known of the recommended award. Protest letters should specifically state completely the facts which constitute error in the specifications or the intent to award and the desired remedy. Further details are set forth in section 2.7.312, The City of West Jordan Code of Ordinances.

# ATTACHMENT "A"

## Current Coverage

### PROPOSAL FOR INSURANCE BROKERAGE AND CONSULTING SERVICES

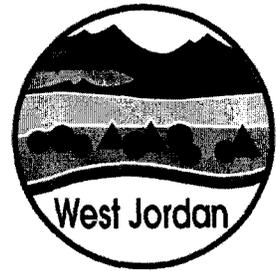


Renewal	Carrier	Coverage		Limits	Deductible
			Building	\$81,440,230	\$25,000
			Contents	\$4,846,761	\$25,000
			Electronics Data Processing (EDP)	\$1,732,348	\$25,000
			Equipment/Controls	\$2,842,442	\$25,000
			Parked Vehicles	\$2,950,000	\$25,000
			Extra Expense	\$1,000,000	\$25,000
			Earth movement	\$25,000,000	100,000/1%
			Flood (All zones)	\$50,000,000	\$100,000
			Flood - Water Tank	\$4,000,000	\$500,000
			Flood - Cemetery	\$2,000,000	\$500,000
			Pioneer Hall	\$547,655	\$25,000
			Fire Fighting Materials/Expense	\$100,000	\$25,000
			Professional Fees	\$100,000	\$25,000
			Expediting Expenses	\$250,000	\$25,000
			Trees, Shrubs, Plants (\$1,000 per item)	\$100,000	\$25,000
7/1/2014	Affiliated FM	Property/Mechanical Breakdown/Inland Marine	Pavement/Roadways	\$250,000	\$25,000
			Land/Water Clean-up	\$50,000	\$25,000
			Installation Floater	\$250,000	\$25,000
			Newly Acquired Property	\$2,500,000	\$25,000
			Unnamed Locations	\$1,000,000	\$25,000
			Fine Arts	\$250,000	\$25,000
			Accounts Receivable	\$500,000	\$25,000
			Valuable Papers/Records	\$500,000	\$25,000
			Additional Electronic Data Processing (EDP)	\$500,000	\$25,000
			Increased Cost of Construction - Demolition	\$1,000,000	\$25,000
			Increased Cost of Construction - Compliance with the Law	\$1,000,000	\$25,000
			Increased Cost of Construction - Business Interruption	\$1,000,000	\$25,000
			Errors and Omissions	\$1,000,000	\$25,000
			Transit	\$250,000	\$25,000
			Fungus, Mold or Mildew	\$1,000,000	\$25,000

			Deferred Payments	\$100,000	\$25,000
			Off-Premises Service Interruption - Property Damage	\$250,000	\$25,000
			Arson/Theft Reward	\$100,000	\$25,000
			Money/ Securities	\$100,000	\$25,000
			Locks/Keys	\$100,000	\$25,000
			Tenants Legal Liability/Expense	\$100,000	\$25,000
			Soft Cost	\$100,000	\$25,000
			Business Interruption	\$1,000,000	24 Hours
			Business Interruption- Ordinary Payroll	30 days	24 Hours
			Business Interruption- Civil Authority	30 days	24 Hours
			Business Interruption - Extended Period Of Indemnity	30 days	24 Hours
			Business Interruption - Off Premises Service Interruption	\$250,000	48 Hours
			Business Interruption - Contingent	\$250,000	24 Hours
			Business Interruption - Research/ Development	\$250,000	24 Hours
			Business Interruption - Ingress/Egress	\$250,000	24 Hours
			Business Interruption - Tax Treatment	\$100,000	24 Hours
			Mechanical Breakdown	\$90,000,000	\$25,000
			Scheduled - Inland Marine/Equipment	\$1,396,611	\$25,000
7/1/2014	Travelers	Automobile Physical Damage	Collision	\$7,574,939	\$25,000
			Other than Collision	\$7,474,939	\$25,000
			General Aggregate	\$2,000,000	\$250,000
			Products/Completed Operations	\$2,000,000	\$250,000
			Personal/Advertising Injury	\$1,000,000	\$250,000
7/1/2014	Travelers	General Liability	Each Occurrence	\$1,000,000	\$250,000
			Damage to Premises rented to you	\$100,000	\$250,000
			Sewer Backup Sublimit	\$1,000,000	\$250,000
			Abuse/Molestation Aggregate Sublimit	\$2,000,000	\$250,000
			Abuse/Molestation Occurrence Sublimit	\$1,000,000	\$250,000
7/1/2014	Travelers	Employee Benefit Liability	Aggregate	\$3,000,000	\$250,000
			Occurrence	\$1,000,000	\$250,000
7/1/2014	Travelers	Employment Practices	Aggregate	\$2,000,000	\$250,000
			Occurrence	\$1,000,000	\$250,000
7/1/2014	Travelers	Law Enforcement Liability	Aggregate	\$3,000,000	\$250,000
			Occurrence	\$1,000,000	\$250,000
7/1/2014	Travelers	Public Officers Errors & Omissions	Aggregate	\$2,000,000	\$250,000
			Occurrence	\$1,000,000	\$250,000
7/1/2014	Travelers	Automobile Liability	Occurrence	\$1,000,000	\$250,000
7/1/2014	Travelers	Cyber Liability	Aggregate	\$1,000,000	\$250,000
			Occurrence	\$100,000	\$250,000

			Crisis Management - Network Info. Security Expenses	\$50,000	\$0
			Crisis Management - Communications Media Expenses	\$50,000	\$0
			Security Breach Notification Expenses	\$50,000	\$0
7/1/2014	Travelers	Excess Liability	Aggregate	\$9,000,000	Excess of Underlying
			Occurrence (Excludes Sewer Backup, Abuse/Molestation, Cyber Liability)	\$9,000,000	Excess of Underlying
7/1/2014	Travelers	Worker's Compensation	Statutory		\$0
7/1/2014	ACE	Accidental Death & Dismemberment	Accidental Death	\$25,000	\$0
			Accidental Dismemberment	\$25,000	\$0
			Accidental Medical Expense	\$25,000	\$0
10/30/2014	Great American	Crime	Employee Theft/Employee Dishonesty	\$1,000,000	\$25,000
			Forgery or Alteration	\$1,000,000	\$25,000
			Theft, Disappearance and Destruction (on/Off Premises, In Transit)	\$1,000,000	\$25,000
			Money Orders and Counterfeit Money	\$1,000,000	\$25,000
			Computer Fraud	\$1,000,000	\$25,000
			Funds Transfer Fraud	\$1,000,000	\$25,000
10/24/2013	Travelers	Inland Marine	Unscheduled Employee Tools	\$200,000	\$500
			Rented/leased Tools	\$25,000	\$500
4/1/2014	Hartford	Treasurer Bond	Bond Limit	\$3,000,000	

**ATTACHMENT "B"**  
***Proposal Response Cover Sheet***  
**PROPOSAL FOR INSURANCE BROKERAGE AND  
CONSULTING SERVICES**



Failure to return this form may result in no further communication regarding this RFP.

Please complete and mail or fax this confirmation form as soon as possible to:

Purchasing Agent  
The City of West Jordan  
8000 S Redwood Rd  
West Jordan, Utah 84088  
Fax (801) 569-5039

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

I have received a copy of the above noted RFP.

\_\_\_\_\_ We anticipate submitting a proposal.

\_\_\_\_\_ We will not be submitting a proposal.

I authorize the City of West Jordan to send further correspondence that the City deems to be of urgent nature.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# ATTACHMENT "C"

## Schedule of Fees

### PROPOSAL FOR INSURANCE BROKERAGE AND CONSULTING SERVICES



#### I. GENERAL

- A. The requirements below assume that proposals will include a flat fee offer and possibly a commission based offer. Proposals including other types of fee arrangements must include a complete description of the alternative arrangement including billing methods and the renewal period.
- B. Prices and fees stated include all costs associated with the performance of the services specified, including materials, supervision, labor, transportation, delivery, and related costs. No other charges shall be allowed.
- C. The City is exempt from sales, use and federal excise taxes on these products and/or services. Exemption certificates shall be furnished when federal excise tax is exempted.
- D. Prices and fees stated shall be firm for the initial two (2) years of this Agreement. Requests for price adjustments thereafter shall follow requirements specified in Paragraph III, Optional Renewal Period Price Adjustment. Fees shall remain unchanged unless changed through such price adjustment process.

#### II. PRICING/FEES

- A. The flat annual fee to provide all services, including obtaining required insurance policies, with Broker collecting no commissions shall be:  
  
\$ \_\_\_\_\_ per year to be paid in quarterly installments at the end of each quarter. Each payment shall be for services rendered during the quarter just ended.
- B. The commission-based proposal to provide all services, including obtaining required insurance policies and consulting services with Broker collecting commissions and fees from insurance companies shall be:

- 1. Declared to the County and are anticipated to be:

Policy type	Percentage Commission
_____	_____
_____	_____
_____	_____
_____	_____

- 2. All other fees such as contingent fees shall be declared during the marketing process and prior to the County binding coverage.

**III. OPTIONAL RENEWAL PERIOD PRICE ADJUSTMENT.**

Prices stated are firm for the initial 3-year term of this Agreement. If this Agreement is extended for the additional option period price adjustments may be made, however, any request for price adjustment shall be made at least 90 days prior to the beginning date of the contract option renewal. Broker shall calculate and make a request of the City that the fees for the renewal period be increased by the lesser of three percent (3%), or the percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US City Average" published by the Bureau of Labor Statistics of the US Federal Government. If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties.

**IV. PAYMENT OF PREMIUMS**

- A. Insurance placed by Broker on behalf of the City will be invoiced immediately upon placement of the coverage. The City shall remit payment to Broker within thirty (30) days after receipt of the invoice by City, or in accordance with the specified terms and conditions of the policy.
- B. All retrospective premium assessments shall be invoiced by Broker. All assessments shall be invoiced immediately and are payable according to the terms and conditions of the insurance policy or contract.
- C. All retrospective premium refunds shall be paid by Broker to the City upon receipt of the refund from the refunding carrier.

**V. ANNUAL COMPENSATION**

Broker shall submit quarterly written invoices, in duplicate, for broker services rendered under a fee arrangement and the City shall pay the invoiced fee within thirty (30) days after receipt of invoice by City. With the exception of a flat fee arrangement the invoices shall include a summary of Broker's time and expenses for the quarter just ended.

If Broker is providing service on a straight annual fee basis, Broker shall provide documentation at the end of each contract year that Broker has retained no commission or other remuneration for coverage placed for the City, its agents or employees. If Broker has retained any remuneration in error, it shall be returned to the County at that time.

If Broker is providing service on a commission basis Broker shall provide a detailed written summary of all commissions or other compensation Broker received from insurance companies for writing and/or providing insurance policies to the County.

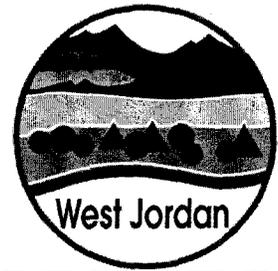
**VI. INVOICING**

Invoices shall be submitted to:           City of West Jordan  
  Attention: Risk Manager  
  8000 S Redwood Rd  
  West Jordan, Utah 84088

# ATTACHMENT "D"

## Insurance Requirements

### PROPOSAL FOR INSURANCE BROKERAGE AND CONSULTING SERVICES



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#### REQUIRED INSURANCE POLICIES

The Broker, at its own cost, shall secure and maintain, including all renewal terms, the following minimum insurance coverage:

A. Workers' compensation and employer's liability insurance as required by the State of Utah, unless a waiver of coverage is allowed and acquired pursuant to Utah law. **This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships.** In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$1,000,000 annual policy aggregate limit.

C. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(1) Currently rated A- or better by A.M. Best Company;

—OR—

(2) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

A. The Broker shall furnish certificates of insurance, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

B. All required certificates and policies shall provide that coverage shall not be canceled or modified without providing (30) days prior written notice to the City in a manner approved by the City Recorder.

ADDENDUM NO. 1  
Date November 19, 2013

**Request for Proposal  
Insurance Brokerage and Consulting Services**

**To All Plan holders and/or Prospective Bidders:**

The following changes, additions, and/or deletions are hereby made a part of the  
**Request for Proposal Insurance Brokerage and Consulting Services**

Sec. X page 8/9

**Tentative schedule for the RFP process**

<b>RFP Issuance Date</b>	<b>November 15, 2013</b>
<b>Final day to submit questions</b>	<b>December 09, 2013</b>
<b>Proposal Due Date</b>	<b>December 13, 2013</b>
<b>Committee Meeting to Score Proposals</b>	<b>December 16, 2013</b>
<b>Offerors' Interviews</b>	<b>Completed by January 10, 2014</b>
<b>Notice of committee's recommendation</b>	<b>January 15, 2014</b>
<b>Anticipated Notice to Proceed</b>	<b>January 29, 2014</b>

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 By Submitting a signed copy of the addendum with the Attachment B Proposal Response Cover Sheet – Or -- Email a signed copy to Paulwe@wjordan.com --

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Appended hereto and part of Addendum No. 1:  
**END OF ADDENDUM NO. 1**