



**BROKER/AGENT OF RECORD FOR INSURANCE SERVICES  
REQUEST FOR PROPOSALS  
CITY OF ANKENY, IOWA**

**Name of Proposal** Broker/Agent of Record for Insurance Services

**Deadline for Proposal Submittal** Friday, March 20, 2020 at 3:00 PM, CST

**Submission of Proposals** One original and two copies submitted to:  
City of Ankeny  
Administrative Services Director  
410 West First Street  
Ankeny, IA 50023

**Method of Submission** Mailed or delivered in person

**Contact Person, Title** Jennifer Sease, Administrative Services Director

**Email Address** [jsease@ankenyiowa.gov](mailto:jsease@ankenyiowa.gov)

**Phone Number** (515) 965-6409

**Fax Number** (515) 965-6416

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

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

### **Introduction**

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

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

- Request for Proposals (RFP) – The prospective Broker is required to respond in writing to the questions and to submit its proposal to provide the scope of services. The answers will be reviewed by the City’s panel.
- Presentation and Interview – Based on the RFP, the City’s panel will narrow the most responsive proposals to select at least two (2) but not more than five (5) to present and interview with the City’s panel. Following this review, the final selection will be based on the proposal that best meets the requirements set forth in the RFP and is in the best interest of the City. At the time the City Council awards an Agreement for Broker Services, it will be based on the proposals received without additional submissions from the Broker, and all proposals will be available to the public.

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

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

The City reserves the right to request clarification of information submitted and to request additional information from a Broker without changing the terms of the RFP. Failure to furnish all information requested may disqualify the RFP. RFPs received in response to this invitation will be for the entire scope of services defined herein; a partial proposal for this solicitation will not be considered.

The City reserves the right, at its sole discretion, to waive any formalities, to terminate this process at any time, or to reject any and all submissions without penalty prior to the execution of a Professional Services Agreement (hereinafter “Agreement”) acceptable to the City.

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

## **Timeline**

Issuance of Request for Proposal – February 21, 2020

Proposal Due Date – March 20, 2020

Review of Proposals – March 23-April 3, 2020\*

Presentation and Interview – April 6-10, 2020\*

City Council Approval – April 20, 2020\*

Agreement Date – July 1, 2020

\*Dates are subject to change.

## **Term of Contract**

The selected Broker will be designated for a three-year period commencing on July 1, 2020, with an option to renew the contract for one additional three-year period by mutual agreement of both parties.

## **Background**

The City is currently a member of the Iowa Communities Assurance Pool (ICAP), which provides coverage and protection in the following categories: general liability, automobile liability, automobile physical damage, public officials' liability, police professional liability, property, inland marine and boiler and machinery. The City's annual contribution to ICAP for the fiscal year ending June 30, 2020 is \$262,914, which includes a 9% commission.

The City is currently a member of the Iowa Municipal Workers Compensation Association (IMWCA), which provides coverage associated with workers compensation. The City's annual contribution to IMWCA for the fiscal year ending June 30, 2020 is \$449,629, which includes a 6% commission.

The City also maintains additional coverage for crime and cyber liability with Travelers Casualty and Surety Company.

The City seeks a Broker to provide a high level of service, but will also consider total costs. The City is willing to consider higher deductible/retention products as part of its overall risk management strategy.

## **Compensation**

The Broker shall be compensated based on the commission percentage provided in the ICAP and IMWCA policies. Compensation is received directly from ICAP and IMWCA and no other fees/commission shall be paid to the Broker.

In the event the City were to transition from ICAP or IMWCA the commission or service fee would be negotiated at that time.

## **Scope of Services**

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

- a) Working with city management, analyze the insurance needs of the City and provide written recommendations for change where appropriate or dictated by changing exposures, market conditions and/or laws.
- b) Organize renewal information and prepare insurance specifications.
- c) Conduct a review of the City's Statement of Values (SOV) and complete an on-site visit of the locations listed on the SOV on an annual basis.
- d) Obtain coverage/policy documents from coverage providers and provide to the City in a timely manner.
- e) Review all binders, coverage documents and endorsements to assure coverage is as intended. Verify accuracy of all coverage documents and invoices prior to delivery.

- f) Maintain a summary of all coverage lines and endorsements. This should identify the type of coverage, coverage provider name, policy/coverage period, and a brief synopsis of the coverage features, limits, deductibles and contributions/premiums. Summary listings must be updated as revisions/changes occur.
- g) Oversee and coordinate all relevant services performed by coverage providers/underwriters or any related service agencies.
- h) Place, cancel and otherwise handle, at the direction of and benefit of the City, all coverage placements, binders, policies and endorsements in a timetable that avoids lapses in coverage.
- i) Assist the City in submittal of claims to coverage provider(s). Interface with the provider when coverage issues arise.
- j) Assign a representative to the City who will be responsible for communication with City officials and who, along with other representatives assigned, must be available to the City for consultation on insurance related issues and concerns.
- k) Attend meetings related to the insurance program with City staff and other interested parties, as requested.
- l) Review various insurance publications and provide the City with copies of articles and other items applicable to municipal insurance issues.
- m) Provide the City with municipal market trends and news updates on a regular basis.
- n) Coordinate (at a minimum) annual claims meetings with City staff and a representative of the insurance provider.
- o) Acts as a liaison between the City and coverage provider/carrier to resolve claims.
- p) Advise the City, when requested, on coverage applicability to specific claims.
- q) Consult with the City regarding the proposed claims counsel the coverage provider plans to use with any claim.
- r) Review loss runs quarterly, provide copies of the loss runs to the City and advise of any unanticipated problems.
- s) Provide workers compensation claims support.
- t) Provide safety and loss prevention services.

### **Format for Response**

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

- Be concise and use common language knowing that the reviewers are not insurance professionals.
- Answer all items completely and answer in the order presented below; use at least 12 point font; and limit your responses to twenty-five (25) or fewer typed single-sided pages. Rest assured that your efforts for brevity that addresses each item will be well received and carefully considered. The objective is for you as a Broker to provide the City with an adequate understanding of your abilities, the insurance services and the extent of services your Firm provides.
- Supplemental information (i.e. brochures, sample documents) either requested by the City or considered by the Broker to be appropriate may be included at the end of the RFP (these items will not counts towards the page limit). When submitting supplemental information, you must clearly identify what item number the supplemental information addresses. Although you may submit supplemental information, City staff will focus its attention on written answers.
- At the time the City Council awards an Agreement for Broker Services, it will be based on the proposals received without additional submissions from the Broker. No unilateral changes will be allowed following the proposal due date.
- It is the City's right to request any necessary clarifications of the Broker's proposal without changing the terms of the proposal.

### **Minimum Qualifications of Broker**

1. Provide an Executive Summary on the Firm's letterhead which summarizes the proposal, scope of services and bears the signature of the individual authorized to bind the Firm.
2. The following information must be provided to determine if the Broker meets the minimum qualifications. If your Firm cannot provide these items, please do not submit an RFP.
  - a) Confirm that the Broker is currently licensed in Iowa to provide the insurance services described herein and provide documentation (i.e. Broker Certificate of Authority).
  - b) The Broker's office address that would be assigned to directly service the City.
  - c) A brief statement confirming that the Firm serves as an independent Broker and is not affiliated with any insurance carrier, third party administrative agency or provider network.

### **Broker/Firm**

3. Simply stated, tell us the most compelling reason why the City should select your Firm as its Broker.
4. Provide a brief description of your Firm's history and how you see your Firm adding value to the City. Include your Firm's customer service philosophy and management style.
5. If selected to be the City's Broker, describe your vision of that relationship with the City.

6. Describe your Firm's process to develop a thorough understanding of your client's objectives and exposures that enable you to recommend appropriate coverages and deductibles.
7. Describe your Firm's process to provide claims support for your clients. To what extent is the Firm willing to be involved in resolving problems with claims between the City and the insurance carrier(s), a third party, or an insured member of the City.

### **Concept and Solution**

8. Discuss in detail the scope of services the Firm will provide to the City.
  - a) Identify the services the Firm would not provide to the City.
  - b) Identify additional services the Firm would provide to the City.
9. Provide a technical plan/tentative work schedule displaying tasks and an estimate of time envisioned by the Firm in its relationship with the City during the first twelve (12) months after contract award.

### **Personnel and References**

10. Please provide a brief statement of each of the following identifying their area(s) of expertise, the working relationship envisioned, and why each is qualified to provide services to the City.
  - a) Firm's owner;
  - b) Local personnel and the primary local personnel most likely to be assigned to the City's accounts, and;
  - c) Regional and/or national support personnel most likely to be assigned to the City's account to support the local servicing team.
11. Please submit a list of three (3) clients who will attest to the quality of their experience with the Firm as their Broker. The list must consist of two (2) current clients and one (1) former client. Municipal clients are preferred, if available. Please specify the type of work performed for each client, the period of time retained as a client, and indicate personnel who worked on the client's account. Additionally for each client provide the current name, title, address, phone and email address of a person the City may contact as a reference regarding the Firm's services.

### **Professional Services Agreement**

12. Provide a copy of your Professional Services Agreement or similar agreement that would best represent a contractual relationship between the Firm and the City. The City Attorney will review the Agreement. Additionally, the Broker agrees to protect, defend, hold harmless and indemnify the City, its officers, agents and employees. The Professional Services Agreement is required and will not count towards the page limit.

### **Evaluation by the City's Panel**

The Broker's written responses will be reviewed and ranked by the City's panel. The RFP responses, qualifications, professional services and the initial ranking will be discussed to reach consensus and

determine which Firms will be invited to present and interview with the City's panel to determine partnership viability, fit, qualifications and professional services.

The RFP evaluation factors include but are not limited to the following:

- a) Met minimum requirements.
- b) Responses to qualitative questions demonstrate merit.
- c) Demonstrates an understanding of the work required and prior performance for similar coverage with insurance markets serving municipal clients.
- d) Demonstrates an ability to provide the scope of services in a timely and effective manner.
- e) Demonstrates the Firm's management practices, the working relationship envisioned, and the utilization of local, regional and national support resources.
- f) Overall thoroughness of written responses within the parameters set forth.
- g) Experience bidding a wide range of products, including high-deductible/retention products.

## **Evaluation Results**

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

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

## **General Terms and Conditions**

### Subcontracting

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

### Completion of Proposal

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

### Proposal Rejection, Acceptance or Change

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

### Termination of Contract

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

### Proposal Information is Public

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

### Hold Harmless Agreement

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

### Reference Investigations

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



## Member Invoice

Member Name: City of Ankeny  
Policy Number: R0408PC2019-2

Anniversary Date: 07/16/2019

Coverage	Limit of Coverage	Contribution
General Liability	\$2,000,000	\$65,016
Auto Liability	\$2,000,000	\$26,878
Law Enforcement Liability	\$2,000,000	\$21,289
Public Officials Liability	\$2,000,000	\$15,192
Excess Liability	\$13,000,000	\$34,440
Vehicles	\$9,714,982	\$34,988
Property	\$119,792,960	\$65,111
Equipment Breakdown	Included	Included
Crime	\$50,000	\$0
<b>TOTAL CONTRIBUTION</b>		<b>\$262,914</b>

**MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE:**  
07/16/2019

ICAP accepts online payments! To pay your invoice online, please visit [www.icapiowa.com](http://www.icapiowa.com), click "Pay Now" at top right of home page and follow the instructions provided. There is no fee for paying online. If preferred, members may also issue a check payable to the Iowa Communities Assurance Pool. Please note: providing a check as payment authorizes us to either use the information from your check to make a one-time electronic fund transfer (EFT) from your account or process the payment as a check transaction. If you have questions or wish to discuss, please contact the ICAP office via 1-800-383-0116.



## Ankeny (0643)

Estimated Premium Schedule as of 4/16/2019

Policy Period: 7/1/2019-7/1/2020

### Workers' Compensation Coverage

Class Code	Description	Rate	Payroll	Premium	Modified Premium	Discounted Premium
5506	Street or Road Paving	8.29%	909,510	75,398	49,009	16,514
7520	Waterworks Operations & Driver	4.25%	656,575	27,904	18,138	6,112
7580	Sewage Disposal Plant Operation	2.26%	642,394	14,518	9,437	3,180
7705V	Ambulance Service Companies, Volunteer EMS providers & drivers.	6.32%	109,203	6,902	4,486	1,512
7711	Volunteer Firefighters & Drivers	43.99%	1,143,420	502,990	326,944	110,167
7720	Police Officers & Drivers	3.32%	415,651	13,800	8,970	3,023
8380	Automobile - All Others	2.84%	290,353	8,246	5,360	1,806
8810	Clerical Office Employees - NO	0.22%	4,991,089	10,980	7,137	2,405
8810V	Elected or Appointed Officials	0.22%	45,000	99	64	22
9015	Building Maintenance - Operation	4.26%	461,087	19,642	12,767	4,302
9060	Clubs - Country	1.68%	699,545	11,752	7,639	2,574
9102	Parks NOC - All Employees	3.68%	1,535,870	56,520	36,738	12,379
9156	Theater:Players, Entertainers,	2.61%	2,250	59	38	13
9402	Street Cleaning & Drivers	5.56%	170,082	9,457	6,147	2,071
9410	Municipal Employees	2.84%	2,799,474	79,505	51,678	17,413
<b>Totals:</b>			<b>14,871,503</b>	<b>837,772</b>	<b>544,552</b>	<b>183,493</b>

#### Your IMWCA Discount for Workers' Compensation Coverage:

Longevity Credit:	\$ 32,673	6%
Loss Experience Credit:	\$ 141,584	26%
Large Premium Discount:	\$ 76,237	14%
<b>Total Discount:</b>	<b>\$ 250,494</b>	<b>46%</b>

#### Workers' Compensation Premium Calculation

Pure Premium:	\$ 837,772
Experience Modification Factor: X	.65
Modified Premium:	\$ 544,552
IMWCA Discount Amount: -	\$ 250,494
Discounted Premium:	\$ 294,058
Large Deductible (\$25,000) Discount: X	.78
Amended Premium:	\$ 229,365
Good Experience Bonus: X	.80
Expense Constant: +	\$ 160
Annual Premium:	\$ 183,653
Total Premium:	\$ 183,653

## Other Coverage

### Chapter 411 Medical Only Coverage

Class Code	Description	Rate	Payroll	Premium
7710M	Chapter 411 Firefighters & Drivers	15.4%	3,527,640	543,257
7720M	Chapter 411 Police Officers	1.66%	5,364,095	89,044
<b>Totals:</b>			<b>8,891,735</b>	<b>632,301</b>

**Chapter 411 Premium: 632,301**

Large Deductible Discount: X .42

Modified Premium: 265,566

### Non-Statutory Medical Coverage

Rate: \$10/Volunteer, Minimum Premium \$100

Estimated Number of Volunteers 41 Rate: 10 Premium: 410

Non-Stat. Vol. Premium: 410

Minimum Premium: 410

[www.imwca.org](http://www.imwca.org)

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■ IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION

**IMWCA**

**Total Estimated Coverage Premium: \$ 449,629**

**This is not an invoice.**



4200 University Ave., Suite 200  
West Des Moines, IA 50266-5945  
(515)244-0166  
www.lmcins.com

\*\*\* INVOICE \*\*\*

City of Ankeny  
410 W 1st Street  
Ankeny, IA 50023

Invoice Date 7/3/2019  
Invoice No. 77263  
Bill To Code ANKENY0-01  
Client Code ANKENY0-01

**Make checks payable to:** LMC Insurance & Risk Management

**Amount Remitted: \$**

Account Name:	City of Ankeny	Travelers Casualty and Surety Company
Policy Number:	106140003	Policy Period: 7/16/2019 to 7/16/2022
Due Date:	7/16/2019	1 of 3 Crime Annual Installments
		\$4,831.00
Account Name:	City of Ankeny	Travelers Casualty and Surety Company
Policy Number:	106566801	Policy Period: 7/16/2019 to 7/16/2020
Due Date:	7/16/2019	Renewal of CYBER Effective 7/16/2019
		\$13,372.00

**Invoice Number: 77263**

**Total Invoice Balance: \$18,203.00**

If you have questions, please call Lori Godbey at 515-237-0114.