

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL #10-13

**PROPOSAL DESCRIPTION: - Insurance Brokerage Services –
Airport Premise Liability only**

ISSUE DATE: Friday, September 3, 2010

PROPOSAL DUE DATE: Friday, September 17, 2010

PROPOSAL DUE TIME: by close of business 5 PM

TO ALL PROSPECTIVE INSURANCE BROKERAGE FIRMS:

You are hereby invited to submit your proposal for the item(s) to be furnished and delivered, shipped f.o.b. to the address specified herein.

All proposals must be received in **DUPLICATE** in sealed envelopes.

All proposals are subject to staff analysis and Board approval. The Greater Rockford Airport Authority (the “Authority”) reserves the right to accept or reject any and all proposals received and waive any and all technicalities.

Proposals must be delivered prior to the due date and time to:

**Greater Rockford Airport Authority
60 Airport Drive
Rockford, IL 61109-2902**

Direct any and all inquiries about this proposal to rfp@flyrfd.com .

Instructions to Proposers

1.1 Proposal Preparation

Proposals must be submitted, in duplicate, on the blank Proposal Form furnished with these contract documents and shall conform to the terms and conditions set forth in the “Instructions to Proposers,” “General Terms and Conditions” and “Special Terms and Conditions” of the contract. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the proposal.

1.2 Proposal Execution

If the Proposer is a corporation, the President shall execute the proposal. In the event that the proposal is executed by other than the President, a certified copy of that section of the corporate by-laws or other authorization by the corporation, which permits the person to execute the proposal for the corporation, shall be submitted. If the Proposer is a partnership, all partners shall execute the proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Deputy Director/Finance & Administration shall be submitted. If the Proposer is a sole proprietor, the owner shall execute the proposal. A “Partnership” or “Sole Proprietor” operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1.

1.3 Proposal Submission

The Greater Rockford Airport Authority must receive all proposals by the specified opening time of the proposal. Proposals arriving after the specified time will not be accepted and will be returned unopened. All proposals shall be submitted in sealed envelopes with the following information explicitly shown (centered both vertically and horizontally on the envelope): name and address of Proposer and proposal number. Further, the sealed envelope must be clearly marked “SEALED PROPOSAL.” The Proposer shall be responsible for the delivery of the proposal before the date and hour set forth for the opening of proposals.

1.4 Error in Proposal

Proposers are cautioned to verify their proposals before submission. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modifications of the proposal after it has been opened. In case of error in the extension of prices in the proposal, the unit price will prevail.

1.5 Variances and Deviations

Variances and deviations shall be described fully on the Proposal Form. In the absence of such statement, the proposal shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the brokerage firm shall be held liable. Brokerage firms are cautioned to avoid making variances and deviations to the specifications, which may result in rejection of their proposal.

1.6 Reserved Rights

Greater Rockford Airport Authority reserves the right at any time and for any reason to cancel this Invitation to Propose, accept or reject any or all proposals or any portion thereof, or to accept an alternate proposal. The Authority reserves the right to waive any immaterial defects or irregularities in any proposal. The Authority may seek clarification from any Proposer at any time and failure to respond promptly is cause for rejection. The Authority has sixty (60) days to accept the proposal.

1.7 Interpretation or Correction of Proposing Documents

Proposers shall promptly notify the Authority no later than one (1) week before proposal opening of any ambiguity, inconsistency or error, which they may discover upon examination of the proposing documents. Interpretations, corrections and changes will be made by written addendum. Each proposer shall ascertain prior to submitting a proposal that all addenda have been received and acknowledged in the proposal. Oral explanations will not be binding.

1.8 Incurred Costs

The Authority will not be liable for any costs incurred by Proposers in replying to this Invitation to Propose.

Instructions to Proposers

1.9 No Proposal Response

If your firm declines to propose on this invitation, but desires to remain on the Authority's Proposers' List for future invitations, please submit in a letter stating why you are declining to propose.

1.10 Pre-Proposal Conference

If a Pre-Proposal Conference is a requirement of this contract, it will be shown on the Title Page.

End of Instructions To Proposers

General Terms and Conditions

2.1 Non-Discrimination

Proposer shall comply with the Illinois Human Rights Act, 775, ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Proposer shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

During the performance of this Contract, the Proposer agrees that it shall not discriminate against any worker, employee or applicant, or any member of the public, on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or sexual orientation. Upon request of the Authority, the Proposer also agrees to submit in writing an affirmative action plan demonstration compliance with equal employment opportunity laws and policies. Proposer further agrees that this clause will be incorporated by the Proposer in all contracts entered into with suppliers or materials or services, sub-contractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or any other person or organization performing services in connection with this Contract.

2.2 Drug-Free Workplace

The Proposer agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580/1, et seq.

2.3 Tax Exemption

The Greater Rockford Airport Authority is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, the Greater Rockford Airport Authority is exempt from state and local taxes. Our exempt number is E9992-3521-04

2.4 Indemnification

Proposer agrees to indemnify, save harmless and defend the Greater Rockford Airport Authority, its agents, servants, Commissioners, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, in whole or in part, out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly and solely by the negligence or other fault of the Greater Rockford Airport Authority, its agents, servants, Commissioners, or employees or any other person indemnified hereunder. This indemnification obligation is not limited by, but is in addition to the insurance obligations, which may be contained in this contract. The provision of this paragraph shall not be waived.

2.5 Termination and Default

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Authority reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Proposer, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Proposer with any or all losses incurred. The Authority shall be entitled to recover its attorney's fees and expenses in any successful action by the Authority to enforce this contract.

2.6 Regulatory Compliance

Pursuant to Illinois Municipal Code 65 ILCS 5/11-42.1-1, by signing this proposal the Proposer certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue.

The Proposer certifies that they are not barred from proposing on this contract as a result of engaging in or being convicted of: (a) proposal-rigging in violation of Section 3; or (b) proposal-rotating in violation of Section 4, of the Illinois Criminal Code of 1961, as amended [720 ILCS 5/33E-3 and 4].

General Terms and Conditions

2.7 Discounts

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

2.8 References

To allow the Authority to evaluate the experience of the Proposer, as it relates to this proposal, the Proposer must submit a minimum of three (3) references of persons or firms whereby significant financial transactions were conducted during the past three (3) years plus a minimum of three (3) persons or businesses where insurance brokerage/management services have been provided. Failure to include the minimum references may result in proposal disqualification. References must be submitted on the Proposal Form.

2.9 Law Governing

This contract shall be governed by and construed according to the laws of the State of Illinois.

End of General Terms and Conditions

3.1 Desired Services

It is the intent of the Authority to select a firm to be responsible for policy administration and placement for the purpose of Airport Liability. The required services include, but are not limited to, the following:

- a. Service policies in force, i.e., process changes, endorsements, premium billings, delivery of loss runs on a timely basis, etc.;
- b. Obtain quotes from various insurance markets;
- c. Examine financial stability and reputation of underwriters in the market;
- d. Make recommendations as to which carrier(s) provide insurance in the Authority's best interests;
- e. Perform claims control function upon request; and
- f. Notify Authority promptly of any changes in the status of the insuring company, changes in the financial condition, changes in policy workings, and changes in premiums.

Other responsibilities include, but are not limited to, the following:

- a. Provide alternative risk management/risk financing strategies to provide proper coverage at the best costs;
- b. Review Authority operations and recommend types of coverage needed, as well as identify alternative non-insurance approaches;
- c. Attend Authority Board meetings when required;
- d. Review and evaluate loss exposures;
- e. When appropriate, develop broad, specially tailored manuscript policy forms; and
- f. Design and implement coordinated construction insurance programs.

3.2 Contract Period

The contract period shall be a term of one (1) year with the option to renew for four (4) additional one (1) year terms beginning November 1st.

3.3 Specifications

The Authority shall select a total of two (2) insurance brokerage firms for Airport Premise Liability insurance coverage. The following factors will be utilized in evaluating the proposals and for firm preference ranking in the selection process:

- a. Demonstrated ability to provide complete and professional aviation and commercial insurance management and marketing;
- b. Stability and continuity of the firm's personnel and management structure including flexibility, accessibility, and availability of the proposer's staff;
- c. Specialized aviation experience and technical competence of the proposer and its assigned personnel to complete the types of tasks outlined herein with quality work;
- d. Proposer's past performance of similar services;
- e. Demonstrated ability to provide risk exposure analysis and aviation contract review;
- f. Proposer's stated method of providing the necessary services and understanding of the range of services being requested, and;
- g. A successful history of providing Airport Premises Liability Insurance.

After two (2) insurance brokerage firms have been selected, aviation markets will be assigned and each firm will solicit their respective aviation market. Thereafter, the lowest proposal will be selected.

3.4 Market Contacts

Do not contact markets, either formally or informally. This Request to Propose is not an authorization to approach insurance companies at this time. The Authority specifically requests that no contact or solicitation of insurance companies be made by or on behalf of the Authority, and that no insurance market reservations be made by or for any proposer regarding any insurance or reinsurance to be provided for the Authority. Failure to comply with this request will be grounds for immediate disqualification from the proposal process.

Special Terms and Conditions

3.5 Invoicing and Payment

The goal of the Authority is to pay properly submitted vendor invoices within thirty (30) days of receipt, providing goods have been delivered and/or services have been performed, approved and accepted by the Greater Rockford Airport Authority. Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing.

3.6 Evaluation of Award

Proposals shall be evaluated based on, but not limited, to:

- a. Qualifications of offeror and proposed subcontractor(s) which shall include experience in providing the desired insurance and related services, personnel qualifications and experience of the offeror and subcontractor(s)'s staff, and references.
- b. Proposed scope of coverage and work which shall include proposed insurance coverages, proposed claims handling procedures and support, and proposed loss control support.

3.7 Coverage History

A listing of the Authority's insurance coverage which includes insurance companies providing coverage, policy limits, deductibles, premiums and losses are listed in attached Exhibit A.

3.8 Authority Staffing

The Organizational Chart of the Authority includes job titles, number of persons in each position and reporting relationships in attached Exhibit B.

End of Special Terms and Conditions

Full Name of Proposer: _____

Business Address: _____

City, State, Zip: _____

Telephone Number: _____ FAX: _____

Email: _____

Contract Person: _____

FEIN: _____

The undersigned, being duly sworn, certifies that he/she is:

- The Owner/
Sole Proprietor a Member of the
Partnership an Officer of the
Corporation a Member of the
Joint Venture

Further, the Proposer declares that the only person or parties interested in this proposal principal are those named herein.

Further, the undersigned hereby certifies that they have read and understand the contents of this proposal and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, warranties and attachments, including Addenda No. _____ and _____ issued thereto, except only to the extent that the Proposer has taken express written exception in this proposal, hereto. Failure to have read all the provisions of this proposal shall not be cause to alter any resulting contract or request additional compensations.

Further, by signing this proposal document, the Proposer hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Further, by signing this proposal document, the Proposer hereby certifies that pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42-1, the Proposer is not delinquent in the payment of any tax administered by the Department of Revenue.

Our State of Illinois Certification Number under the Fair Employment Practices Law is _____.

- (check if applicable) We do not have a State Pre-Qualification Statement. In lieu thereof, we will make an application at 312.814.2432 within thirty (30) days from the date of this proposal opening.

Further, the Proposer agrees to provide a drug free workplace as provided for in the Drug Free Workplace Act, 30 ILCS 580.1 et seq.

Authorized Signature: _____

Typed/Printed Name: _____

Title: _____

Date: _____

Insurance Brokerage Services Questionnaire

ATTACH ADDITIONAL SHEETS AS REQUESTED.

A. Business Information

1. Name of Firm (exactly as it is to appear on the agreement)

2. Servicing Office Address: _____
3. Telephone Number: _____ FAX Number _____
4. Contact Person/Title: _____
5. E-Mail Address _____
6. Form of Business Entity (check one):
 Corporation Partnership
 Joint Venture Individual
7. Total Staff: _____
8. Professionals: _____
9. In house aviation professionals (if applicable): _____
10. Total Premium Written (\$000's): _____
11. Is your organization, functionally or practically, tied to any insurer or in any manner precluded from using a particular insurer? (briefly describe)

- B. Provide the number of years engaged in the insurance brokerage business: _____
Number of years engaged in the aviation insurance brokerage business (if applicable): _____

- C. Who will manage/service this account? Please list name and all non-hub airports this person(s) has directly serviced (if applicable):

Insurance Brokerage Services Questionnaire

D. Qualifications

Please include an attachment responding to the following requests/questions:

Describe the account set up you would use to service the Authority's account. Provide a brief resume of qualifications and experience for the personnel and their backup who will be servicing the Authority's account. Include professional qualifications, educational background (also indicating current and historical account responsibilities), and specific aviation/contractual/commercial experience. If your servicing plans include the use of personnel other than the identified servicing location, describe the method or internal set up which assures your servicing office clients are well serviced.

Describe your firm's servicing and technical capabilities. Provide a general background of your company as it relates to the various line of coverage for which the Authority is seeking brokerage. Describe any special expertise your firm has in providing insurance to airports.

How does your firm develop your insurance/risk management professionals (i.e., do you have any in-house training program, on-the-job training, etc.)

Provide your suggestions for developing a reliable, viable, working relationship with the Authority. What do you view as the role of each of the following parties: your organization, the Authority and the carrier? Please be brief and concise.

What techniques will you use to assist us in developing current risk exposure information? Can your staff conduct facility inspections? What services do you expect to be provided by the insurance carrier and how do you plan to monitor these services?

In what way do you insure that each policy is being properly serviced, and how would you follow up and control the service standard on the Authority's account?

Describe the schematic form of your "ideal" method for handling yearly renewals. Please start at the date collection phase and continue through the entire process. Key in on the role of each party, timing of events, and the necessary coordination of the parties.

Describe your organization's method of keeping abreast of insurance market changes including coverage, rates, business philosophy, availability, legal constraints, and solvency (security of company). Describe your organization's method of appraising clients in regard to the aforesaid.

Specifically address what you have done to reduce insurance costs for clients.

State any other facts and information you feel are pertinent to the broker selection process as they relate to your firm.

E. Broker Compensation

Section E is designed to provide information on the method of the broker compensation that is anticipated. Proposer should not provide price quotations for services.

1. Do you prefer a fee or commission basis? Why?

Insurance Brokerage Services Questionnaire

2. Will you divulge all income developed on this account?

Yes _____ No _____

3. If you prefer to operate on a fee basis in lieu of commissions, how will the fee be developed?

4. What administrative procedures are in place to allow your clients to monitor fee development? If you have written procedures or forms used on other accounts, include a sample.

F. Broker Insurance

Do you carry professional liability insurance to protect against errors and omissions?

Yes _____ No _____

Limits: _____

Will you provide a certificate of insurance for the Authority if successful in obtaining this account?

Yes _____ No _____

Naming the Authority as an additional insured? Yes _____ No _____

G. Proposed Airport Program

The following requests are intended to give the Authority an idea of your firm's capabilities and will not limit the Selected Broker's ability to tailor a program upon closer examination of the Authority's operations.

Using your own form(s), please list the insurers (showing the complete name of each), in order of preference that you would approach for providing coverage to the airport. For each insurer, be sure to identify any managing general agent or surplus lines broker that you would use.

(Note: At this time, you are not authorized to contact any insurance markets on the Authority's behalf. Failure to comply with this request will disqualify your firm.)

Describe the insurance program that you would recommend to the Authority. Lay out a sample design of the program, showing limits each insurer will provide, deductibles (or self-insured retentions), the relationships of the major insurance policies and how the insurers listed from paragraph two of this section will be utilized (i.e., coverage and limits they will provide).

References

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail _____

EXHIBIT A

Insurance Coverage for Greater Rockford Airport Authority

	Insurance Company	Policy Limits	Deductibles	Premiums	Losses
<u>Airport Premise Liability</u>	Chartis	100,000,000			per occurrence
Damage-rented		50,000			per premise
Damage-medical		1,000			per person
Personal & Ad Injury Aggregate		25,000,000			
Products/Compl Operations Agg		100,000,000			
Hangarkeepers		100,000,000	5,000		100,000,000 per loss
War & Allied Perils Aggregate		50,000,000			
Fire Damage		50,000			per aircraft
Excess Auto-on airport		100,000,000			
Excess Auto off airport		25,000,000			
Excess Employers Liab		25,000,000			
Total for All				40,395	

Exhibit B

Greater Rockford Airport Authority

Organizational Chart

04/30/2010

