Four Rivers
Sanitation Authority

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FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #27-203
INSURANCE BROKERAGE SERVICES

Date: October 20, 2026

Name of Proposing Firm: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

Proposal Due Date and Time: 4:00 p.m., November 30, 2026

Proposals will be accepted until the specified due date and time. Any proposal delivered after the due date and time will be refused.

Mandatory Pre-Proposal Meeting: No pre-proposal meeting will be held.
Performance Bond: Not required.
Bid Bond: Not required.
Prevailing Wage: Not required.

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Proposal Due Date and Time
2. Title of Job
3. Proposal Number

SEND PROPOSALS TO:

Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, IL 61109

If the proposer chooses to hand-deliver their proposal, it must be deposited in the Bid Box in the main lobby or handed to the Customer Service receptionist of the Graceffa Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, except for holidays.

PROPOSALS WILL NOT BE ACCEPTED BY FAX OR EMAIL.

The Illinois Department of Human Rights registration number must be provided with the proposal on the proposal due date.

Proposal results are available after contracts are awarded at the Regular Meeting of the Board of Trustees, held on the fourth Monday of the month. Please call 815-387-7425 or visit fourrivers.illinois.gov

FOR REVIEW PURPOSES ONLY

SECTION I
NOTICE
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #27-203
INSURANCE BROKERAGE SERVICE

Four Rivers Sanitation Authority (Authority, FRSA) will receive sealed and signed proposals for **Insurance Brokerage Services**. Proposals must be submitted to the Four Rivers Sanitation Authority Graceffa Administration offices located at 3501 Kishwaukee Street, Rockford, Illinois 61109 until 4:00 p.m. November 30, 2026.

The scope of this proposal is to establish a contract with one qualified and experienced insurance brokerage firm to develop, market, and establish a comprehensive risk management and insurance program to provide adequate liability, property, auto, crime, cyber, workers' compensation insurance, and other coverages as determined to be necessary by the Authority.

Copies of the RFP for review purposes only are available through the Four Rivers Sanitation Authority website fourrivers.illinois.gov. Proposal documents for submittal are available by contacting Purchasing at purchasing@fourrivers.illinois.gov or (815) 387-7425.

No proposal is to be withdrawn without the consent of the Authority for sixty days after the closing time of receiving the proposals.

Four Rivers Sanitation Authority reserves the right to reject any or all proposals, or any part thereof, or to accept any or all proposals, or any part thereof, or to waive any formalities in any proposals, deemed in the best interest of the Four Rivers Sanitation Authority.

The Authority will confirm any award decision in writing, to the successful proposer.

Lisa Mittel

Lisa Mittel
Assistant Director of Management Services
Four Rivers Sanitation Authority

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SECTION II
GENERAL SPECIFICATIONS AND INSTRUCTIONS
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #27-203
INSURANCE BROKERAGE SERVICES

2.1 Important Dates

- Proposal Release Date: October 20, 2026
- Last Day for Proposers to Submit Questions: November 23, 2026
- Last Day to Issue Addenda: November 25, 2026
- Proposal Due Date: 4:00 p.m., November 30, 2026
- Presentations and Interviews of final slate of candidates: TBD
- Anticipated Award Date: December 18, 2026

2.2 Proposal Preparation

Where applicable, the respondent must submit their proposal on the forms the Authority provides in this document. **The respondent must complete all applicable blanks**. Respondent may submit additional information as they believe necessary on their stationery, under signature of the authorized representative who completes this document's forms.

If this Request for Proposals contains inconsistencies or contradictions between sections, Section III - Detailed Specifications supersede Section II - General Specifications, which supersede Section I - Notice. **No warranty is made or implied as to information contained in these specifications.**

An authorized officer or individual must sign the proposal. The authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or the corporation officer who is authorized to sign for a firm and whose title is affixed.

All prices and notations must be in ink or typewritten. The respondent may cross out mistakes and type corrections adjacent to the point of error. The person who signs the proposal must initial such corrections, in ink. **If the Authority finds a respondent's entry to be illegible, it may, at its sole discretion, reject the proposal.**

2.3 Submission of Proposals

The Authority **will not** receive proposals in an electronic format, by e-mail or internet or by facsimile. The respondent must return their proposal, clearly marked as "**Request for Proposal #27-203: Insurance Brokerage Services". The Authority cannot ensure that the sealed proposal will not be prematurely opened if the respondent does not properly label their proposal envelope.**

Proposals sent via USPS or other package delivery service should be addressed to:

Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, IL 61109

If the respondent chooses to hand-deliver their proposal, it must be deposited in the Bid Box or handed to the Customer Service receptionist in the lobby of the Graceffa Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours

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of 8:00 A.M. and 4:00 P.M., Monday through Friday, except for holidays.

The Authority cannot represent or guarantee that any information submitted in response to the Invitation to Bid will be confidential. If the Authority receives a request for any document submitted in response to the Invitation to Bid, the Authority's sole responsibility will be to notify respondent of a request for such document to allow the respondent to seek protection from disclosure in a court of competent jurisdiction. No documentation will be provided under FOIA until the contract has been awarded.

2.4 Illinois Department of Human Rights Registration Number

All proposers, regardless of location, must provide an Illinois Department of Human Rights Registration Number with the proposal on the due date. This number must be written or typed on the line in the Fair Employment Affidavit of Compliance (included in the documents you receive). The following link may be used to access the website where the number can be obtained: https://dhr.illinois.gov/public-contracts.html

2.5 Exceptions

Exceptions to any part of the requirements stated in this request must be clearly identified as exceptions. The stated exceptions and any alternatives offered must be included in Section 3 at the specific point at which the exception is taken (see "Proposal Response Format").

Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between FRSA and the Proposer selected.

2.6 Proposal Response Format

Submit three hard copies of the proposal and one copy on a flash drive. Proposal format should conform to that prescribed below:

Section 1 – Required Documents

1. Proof of required insurance (COI, additional insured endorsements)
2. Qualification Form
3. Proposal Form
4. Fair Employment Practices Affidavit of Compliance
5. Forms of Affidavit

Section 2 – Executive Summary/Overview

Executive Summary – An executive summary detailing the Proposer's competence, qualifications, past experience, and number of years providing **Insurance Brokerage Services** as described in this RFP. The summary should explain the Proposer's understanding of the Authority's intent and objectives and how their Proposal would achieve those objectives.

Section 3 – Main Body of Response

Include a complete copy (all pages and content) of this RFP document and Specifications document with all sections completed. A complete, point-by-

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point response is required; incomplete documents may be deemed unresponsive and therefore eliminated from consideration.

2.7 Taxes

This Authority is exempt, by law, from paying Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the respondent must exclude those taxes from their proposal. The Authority's tax exemption number is E9992-3696. The respondent must include all applicable taxes in their proposal price.

2.8 Withdrawal of Proposals

At any time prior to the scheduled proposal deadline, the respondent may withdraw their proposal. In order to do so, they must submit a written request to the Assistant Director of Management Services.

2.9 Acceptance of Proposals/Form, Preparation, and Presentation of Proposals

If the proposal contains any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or contains irregularities of any kind, such may constitute sufficient cause for rejection of proposal. In case of any discrepancy in the unit price or amount proposed for any item in the proposal, the unit price as expressed in figures will govern.

The Authority may reject all or part of any or all proposals, for any reason. The Authority may accept all or part of any proposal or waive any formalities if it decides such action is in the Authority's best interest.

The Authority will only consider proposals that conform to the intent of this document. The Authority will reject proposals that contain one or more exceptions if the Authority determines that non-conforming proposals deviate from the intent of these specifications. The Authority's decision is final, and the Authority's procurement procedures contain no appeal provision.

2.10 Laws and Regulations

The respondent who is awarded the contract must comply with all laws of the United States of America, the State of Illinois, and all lawful regulations of the Four Rivers Sanitation Authority and the respective cities and villages in which the professional service and material supplied is to be performed respecting labor and compensation and all other statutes, ordinances, rules and regulations applicable and having the force of the law.

A. Illinois Regulations

1. In accordance with Illinois Public Act 102-0265, Four Rivers Sanitation Authority is required to make a good faith effort to collect and publish certain demographic information provided by vendors and subcontractors doing business with the Authority. The Act requires FRSA to report whether a vendor or subcontractor is a minority, women, or veteran-owned business as defined by Illinois Law. In addition, the Authority is required to disclose if the business is certified as a small business under federal Small Business Administration standards. The successful proposer will be required to provide this information upon contract award.
2. Public Act 96-929 (30 ILCS 570) provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment

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(5%) in the State of Illinois as defined in the Act; and, further, that Illinois workers are available and capable of performing the particular type work involved.

3. Public Act 101-0221 requires that any party to a contract adopt and promulgate written sexual harassment policies that include, as a minimum, the following information:
    a. the illegality of sexual harassment
    b. the definition of sexual harassment under Illinois State law
    c. a description of sexual harassment, utilizing examples
    d. my (our) organization's internal complaint process including penalties
    e. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission
    f. directions on how to contact the Department and the Commission
    g. protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act

    Upon request, this information must be provided to the Illinois Department of Human Rights and Authority.
4. With regard to nondiscrimination in employment, the Contractor for this project will be required to comply with the Illinois Fair Employment Practices Commission's Rules and Regulations.
5. The Contractor for this project must comply with the Occupational Safety and Health Act.
6. The Contractor for this project must comply with the Federal Drug-Free Workplace Act.
7. Americans with Disabilities Act - The Contractor for this project will comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA). The Contractor will hold harmless and indemnify Four Rivers Sanitation Authority (AUTHORITY) and their representatives from all:
    a) suits, claims, or actions
    b) costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlement
    c) damages of any kind (including but not limited to actual, punitive, and compensatory damages)

    relating in any way to or arising out of the ADA, to which said firm is exposed or which it incurs in the execution of the contract.

2.11 Terms

A. Payments to the Successful Respondent. If the Authority receives an acceptable invoice for conforming materials prior to the fifth day of the month, the Authority will issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month.

B. Default. In case of default, the Authority will procure the materials and service

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described in this Request for Proposals from other sources. The Authority to hold the defaulting successful respondent responsible for any excess cost incurred. The defaulting successful respondent must make such payment no more than sixty calendar days after the Authority notifies the successful respondent, in writing, of such an occurrence.

C. Delivery Hours. Unless otherwise specified, all items must be delivered to: Four Rivers Sanitation Authority, 3333 Kishwaukee Street, Rockford, Illinois, 61109, Monday through Friday, between the hours of 7:30 A.M. and 3:00 P.M., excluding holidays.

In the unlikely event that the Authority is picketed by its employees or by a third party, or if any labor-management dispute between the Authority and its employees or third parties becomes known to the successful bidder, then in such event and during the course of any such picketing or labor-management dispute, the successful bidder must continue to carry out the terms and conditions of this contract as if such pickets were not present or such labor-management dispute did not exist.

D. F.O.B. Point and Shipping Charges. All prices must be quoted F.O.B. destination, Four Rivers Sanitation Authority, 3333 Kishwaukee St., Rockford, Illinois, 61109. All shipping, handling and freight charges must be included in the proposal amount.

E. Use of Authority Name Prohibited. In the absence of the Authority's written permission, the successful respondent must not use the Authority's name in any form or medium of public advertising.

2.12 Quantities Estimated Only

The estimated quantities of the various items of work and materials, as set forth in the bid form, is approximate only and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and if awarded a contract for the work specified, the Contractor further agrees that they will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of bids and quantities of work performed.

2.13 Investigation

It is the responsibility of the respondent to make any and all investigations necessary to become thoroughly informed of what is required and specified in the proposal. No plea of ignorance by the respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the respondent to make necessary examinations and investigations will be accepted on a basis for varying the requirements of the Authority or the compensation of the respondent.

2.14 Addenda and Interpretation

No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any proposer orally. Requests for interpretation must be emailed to Purchasing@fourrivers.illinois.gov or mailed to Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, Illinois, 61109. Any and all such interpretations and any supplemental instructions will be in the form of written addenda. To be given consideration, such request must be received at least five business days prior to the proposal due date.

If the Authority issues written addenda, such addenda become part of the contract documents. Not less than three business days prior to the proposal due date, the Authority

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will post the addenda, if any, on its website at fourrivers.illinois.gov, and distribute the addenda via email to each recipient of the specifications, at either the:

- Email address to which the Authority emailed the original RFP document; or
- Corrected email address prospective proposer furnished

A proposer that does not receive the Authority's addenda, and who has previously submitted a proposal, is not relieved from any obligation in the proposal they submitted.

2.15 Contract Form

No more than ten business days following the contract award, the successful respondent must submit a completed Contract Form to the Authority's Assistant Director of Management Services. The Contract Form is part of this Request for Proposals. By their mutual agreement, the successful respondent and Authority may supplement this contract form or replace it with an alternative document. If the successful respondent fails to complete the agreed upon Contract Form within the specified time, they are in material default.

2.16 Contract Termination

A. Respondent's Unacceptable Performance. If the successful respondent fails to provide materials and service in conformity with this Request for Proposals, the Authority will notify them in writing. If the successful respondent fails to correct the performance deficiency to the Authority's satisfaction within five working days after they receive the Authority's notice, they are in default. If the same performance deficiency recurs despite the Authority's notification and the successful respondent's temporary correction, the successful respondent is likewise in default. The Authority may, at its sole discretion, terminate the contract with the defaulting successful respondent, and remedy the matter under provisions set forth in this Section of this Request for Proposals.

B. Authority's Action Following Contract Termination. If the contract is terminated, the Authority may, at its sole option:

1. request new **Insurance Brokerage Services** proposals, or
2. designate the next-qualified respondent to provide **Insurance Brokerage Services**, provided that said next-low respondent agrees to their original proposal terms.

The Authority may repeat this option until it obtains an acceptable **Insurance Brokerage Services** contract.

2.17 Deliveries

The successful respondent must ship all material as follows: F.O.B. Four Rivers Sanitation Authority, 3333 Kishwaukee Street, Rockford, Illinois, 61109, freight paid by seller. All deliveries must conform to the requirements stated in this Request for Proposals.

2.18 Incidental Work

The cost of incidental work described in the Specifications for which there are no specific Contract Items is to be considered as part of the general cost of doing the work and must be included in the prices for the various Contract Items. No additional payment will be made therefore.

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2.19 Plant, Tools and Equipment

The Contractor must provide and maintain such modern plant, tools and equipment as may be necessary to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency must be used. The Contractor is solely responsible for the adequacy of their plant and equipment.

2.20 Verification of Data

The Contractor must verify all Specifications or other data received from the Authority and must notify it of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies does not relieve the Contractor of full responsibility for unsatisfactory work resulting there from nor from rectifying such conditions at the Contractor's own expense. Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Authority, should such errors or omissions be discovered. The Contractor must assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

2.21 Payment Terms

The awarded firm must submit invoices by mail to:
Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, IL 61109 or by email to: accountspayable@fourrivers.illinois.gov. FRSA will make payments in the following manner: Authority's payment terms in Section 2.11.

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SECTION III
DETAILED SPECIFICATIONS
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #27-203
INSURANCE BROKERAGE SERVICES

3.1 Purpose

The successful respondent must be an independent contractor. They must provide a price, based on either commission or a fixed fee, for providing **Insurance Brokerage Services** in conformity with this Request for Proposals and with applicable laws, regulations and professional standards. The successful proposer must supply, at their expense, all necessary labor, transportation, machinery, fuel and materials necessary to perform the specified services.

The intent of this solicitation is to identify an acceptable proposal from a suitable firm to provide insurance brokerage services including procuring appropriate and adequate liability, property, auto, crime, cyber, workers' compensation insurance, and other coverages as determined to be necessary by the Authority from January 1, 2027 through December 31, 2031. If the Authority and the successful respondent agree in writing, the contract may be extended. The Authority's determination shall be final, and its procurement procedures include no method of appeal.

This request for proposals is not an authorization to approach the insurance marketplace or service agencies on behalf of the Authority. Proposers are specifically directed that no contact or solicitation of insurance markets, or market reservation, be made on behalf of the Authority. Failure to comply with this condition will be grounds for disqualification.

3.2 Background

Four Rivers Sanitation Authority was incorporated as the Rockford Sanitary District on November 10, 1926, under the Sanitary District Act of 1917. The primary treatment plant was completed in 1931; a secondary treatment plant and additional treatment facilities were added in 1958. Other additions and changes to the process have occurred over the years.

FRSA protects public health and the environment through innovative and cost-effective management of wastewater and solid waste. Our 1,100-mile-long network of buried sewers carries wastewater from residences, industrial sites, and other businesses to the treatment plant in southeast Rockford, where we convert waste into resources such as recycled water, energy, fertilizer, and recycled materials.

FRSA covers nearly 100 square miles of Winnebago County. It serves around 240,000 people in the communities of Rockford, Loves Park, Machesney Park, Roscoe, Cherry Valley, New Milford, Winnebago, and a small portion of Rockton. Except for several private collection systems, FRSA owns and maintains all sanitary sewerage collection facilities within its boundaries. The Authority's approximately 1,100-mile-long network of buried sewers conveys wastewater from industrial sites, other businesses, and residences to the treatment plant in southeast Rockford.

3.3 Proposal Evaluation

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A. Evaluation Committee

A committee composed of Authority representatives will review all proposals submitted based upon the Evaluation Criteria set forth below.

B. Evaluation Criteria

1. Responsiveness of proposal: Proposals will be screened to ensure responsiveness to the RFP. The Authority may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP.

2. Experience: The firm has the ability to provide service as demonstrated by its number of years in business and experience with previous clients and firms.

3. Qualifications: Qualifications and verifiable experience of the staff assigned to the Authority's contract. What is their experience with government entities, familiarity with insurance and risk management issues, as demonstrated in their resumes and related materials?

4. Project Approach: Methods and plans to perform services. Proposer demonstrates the ability to market and administer a varied program and shows added value for an entity of the Authority's size and complexity.

5. References: The firm's previous clients requesting similar services, preferably municipalities or government agencies.

6. Cost: The annual cost will be considered for reasonableness in combination with the other criteria.

C. Basis of Award

Award is based on the responsive, responsible proposal that offers the best overall value and is most advantageous to the Authority. Price and other factors will be considered.

3.4 Objectives

FRSA expects to achieve the following outcome through the process:

- Establish a single contract with an experienced and highly qualified provider.
- Secure a broker that provides broad access to relevant insurance marketplaces and skilled marketing experience to achieve the best premium quotes and market options for the Authority's insurance program.
- Establish a partnership for active engagement in the best options and management of the Authority's insurance programs.
- Secure a broker that provides the best options, training, and management of a preventative safety and loss control program to manage risk and prevent claims prior to occurrence.

3.5 Scope

The selected broker shall provide the professional services necessary to fulfil the following requirements:

A. General

1. Perform services necessary to replace the current insurance coverage expiring on May 1, 2027, and subsequent years for the term of the contract.

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2. Develop an understanding of the Authority's needs in specialized areas and provide management with input as to the areas which need modification or improvement. Suggest additional lines of coverage and coverage limit increases as necessary.
3. Provide assistance with the Authority's safety/loss control services as requested.
4. Assist in risk exposure evaluation, as well as development and evaluation of traditional and alternative risk financing mechanisms which may be beneficial to the Authority.
5. Perform other services customarily expected of a broker/consultant for the duration of the contract.
6. Assign at least one qualified principal and/or account executive with a minimum of five years' experience in commercial lines, Chartered Property Casualty Underwriter (CPCU), Certified Insurance Counselor (CIC) or Associate in Risk Management (ARM) designation preferred.

B. Insurance

1. Prepare insurance coverage specification and market programs prior to expiration of policies, indicating in writing markets being approached, coverage and deductible/retention options being considered.
2. Act as a liaison and advocate for the Authority with the underwriters and claims staff.
3. Provide all carrier quotations received from carrier underwriters with detailed recommendations to the Authority of which proposal would best meet the Authority's needs concerning coverage and cost.
4. Provide renewal and unbiased alternate insurance proposals no later than 30 days prior to the expiration of the current policies.
5. Provide a market forecast by line of coverage during the Authority's budgeting period.
6. Obtain from the Authority the necessary information and prepare applications required by insurers.
7. Verify the accuracy and adequacy of policies, endorsements, coverage and premiums noting in writing any variations from the previous year, or from conformance with specifications and any negotiations conducted with underwriters.
8. Assist in determining proper limits and coverage for exposures common to municipalities and specific to the Authority.
9. Assess insurance company stability, solvency and service records.
10. Deliver insurance policies or binders at the beginning of term of coverage.
11. Accurately amend (with approval) policies, as needed.
12. Upon request, provide timely, verbal or written interpretation of coverage.
13. Represent the Authority in communications with carriers regarding coverage issues.
14. Review insurance carrier recommendations for appropriateness.

See Appendix A for a list of the Authority's current policies, carriers, and policy limits.

C. Implementation Plan

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Supply an outline of an implementation plan including timeline, key milestones, work streams, roles and responsibilities, and transition from implementation to on-going management. Awarded broker will be required to propose a timeline based on a May 1 renewal.

D. Transition to New Services

If the decision that results from this Request for Proposals involves migrating to a new Broker/Consultant, that new provider will be responsible for coordinating the transition process in conjunction with the Authority and the former Broker/Consultant. The transition process may also involve coordinating with the former Broker/Consultant to resolve any outstanding issues. The new Broker/Consultant will be responsible for other transitional activities needed.

3.6 Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to provide the Authority with insurance brokerage services. Please respond to the following requests:

- Describe your approach to, expertise in, and experience with appropriate insurance coverage for small sized (100+ employees), wastewater treatment municipalities, companies, and other public entities.
- Describe your experience with alternative funding mechanisms, for example risk pools.
- List the major insurance companies with which your firm has strong relationships related to property, casualty, liability and excess workers compensation insurance coverage.
- Describe your experience evaluating risk exposure.
- Describe your day-to-day service plans for policy issuance, certificates of insurance, auto insurance cards, claims assistance, and renewal process and timeline.
- Describe your experience in crafting effective strategies to assist your client with reducing or containing insurance costs.
- Describe your experience in utilizing all aspects of an insurer's plan to maximize your client's return on investment.
- Describe your ability to assist Authority staff in the areas of risk containment, loss control, safety gap analysis, and claims handling.
- Explain your approach to self-insured and fully insured.
- Describe any additional value-added services your firm provides in conjunction with brokerage and consulting services.
- Describe relationships with and your firm's planned use of any intermediary to place coverage for the Authority.
- Describe your process to keep clients abreast of changes in the insurance marketplace and communication of other information.
- Describe other support services your firm can provide including appraisals, claims assistance, and loss control.
- List the professional licenses held by the principals and lines of business your firm is authorized to sell in Illinois.
- Describe your understanding of FRSA's desired services.

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- Attach a list of the areas of work that will be performed by a sub-contractor or other firm.
- List any other services your firm may offer that would benefit the Authority.

Shortlisted vendors may be required to provide copies of their organization's last three years of audited financial statements, including any pending litigation, in a confidential manner to the Authority. Please **do not** send financial statements with your proposal.

F. Contract Duration. The successful respondent must provide the Authority's **Insurance Brokerage Services** for a **60-month** period, beginning on **January 1, 2027**, and continuing through **December 31, 2031.**

G. Price Increases Prohibited. The successful respondent must not raise his fees over the entire duration of the contract.

3.5 Payments to Successful Proposer

The successful proposer must invoice the Authority monthly. The Authority will deny invoices for any costs not included in the successful proposer's original proposal, unless the successful proposer attaches Authority management's written pre-authorization for additional payment. Section 2.11 of this Request for Proposal contains the Authority's general payment requirements.

3.6 Questions

Interested parties may direct questions concerning this Request for Proposals or for specific details regarding services to be performed to Lisa Mittel, Assistant Director of Management Services, by phone at 815-387-7487 or email at lmittel@fourrivers.illinois.gov. The Authority will not interpret specifications for individual proposers. If the Authority determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective proposers.

3.7 Insurance

A. The successful respondent/contractor must, for the duration of the contract, maintain the following:

General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project or the general aggregate limit must be twice the required occurrence limit.

Auto Liability: $1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.

Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by statute and Employers' Liability limits of $500,000 per accident and $500,000 per disease.

Umbrella: $2,000,000 per occurrence/aggregate.

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The policies must contain, or be endorsed to afford Contractual Liability coverages for the following provisions in the General Liability and Automobile Liability coverages:

1. The Authority, its officers, officials, employees, and volunteers must be covered as additional insureds as respects liability arising out of activities performed by or on insured's general supervision of the successful respondent/contractor, products and completed operations of the successful respondent/contractor, premises owned, occupied or used by the successful respondent/contractor, or automobiles owned, leased, hired, or borrowed by the successful respondent/contractor. The coverage must contain no special limitations on the scope of protection afforded to the Authority, its officers, officials, employees, volunteers, or agents.

2. The successful respondent's/contractor's insurance coverage must be primary insurance as respects the Authority, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, volunteers, or agents must be in excess of the successful respondent's/contractor's insurance and must not contribute with it.

3. Any failure to comply with reporting provisions of the policies must not affect coverage provided to the Authority, its officers, officials, employees, volunteers, or agents.

4. The successful respondent's/contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. Proof of Insurance – Certificate of Insurance and Additional Insured Endorsements. No more than ten calendar days subsequent to the Authority's issuance of an award letter and no later than thirty days before commencement to work, the successful respondent/contractor must provide documentation including a Certificate of Insurance and additional insured endorsements for commercial general liability and auto liability to prove that it has obtained all required insurance and bonds. The Certificate of Insurance must state Four Rivers Sanitation Authority is additional insured under the commercial general liability and automobile liability on a primary, non-contributory basis. The primary, non-contributory additional insured endorsements for commercial general liability and automobile liability must be provided. The Authority is the sole judge as to the acceptability of any such proof.

C. Correction of Successful Respondent's/Contractor's Insurance Deficiencies. If the Authority determines the successful respondent's/contractor's insurance or documentation does not conform to the specifications, the Authority to inform said respondent/contractor of the non-conformity. If said respondent/contractor fails to provide conforming insurance or documentation within five calendar days of the Authority's notice, it is in default.

D. Suitability of Insurance. The Authority is the sole judge of whether an insurer's rating is satisfactory. The Authority's decision is final and the Authority's request for proposal procedures contain no appeal provision.

E. Best Ratings.

1. Alphabetical Rating. For purposes of this Request for Proposals, "insurer" means any surety, insurance carrier, or other organization which proposes to provide an

FOR REVIEW PURPOSES ONLY

insurance policy or bond for the successful respondent/contractor. No insurer or surety rated lower than "A-," **Excellent**, in the current Best's Key Rating Guide is acceptable to the Authority.

2. Financial Size Rating. Provided an insurer's alphabetical rating is satisfactory, the Authority will examine said insurer's financial size rating.

a) If Best classifies the insurer XII or larger, said insurer is acceptable to the Authority.

b) If Best classifies the insurer as smaller than XII, but larger than VI, said insurer must be submitted to the Authority's Assistant Director of Management Services and/or the Authority's insurance consultant for review.

Financial Size ratings less than VII are not acceptable and will disqualify the respondent/contractor.

3.8 Indemnification Clause

Successful respondent/contractor must protect, indemnify, hold and save harmless and defend the Authority, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the successful respondent/ contractor or Authority, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the successful respondent/contractor or subcontractor, whether such loss, damage, injury, or liability is contributed to by the negligence of the Authority or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful respondent/contractor must have no liability for damages or the costs incident thereto caused by the sole negligence of the Authority.

The indemnification must not be limited by a limitation on amount or type of damages payable by or for the successful respondent/contractor or its subcontractor under any employee benefits act including, but not limited, to the Workers' Compensation Act.

No inspection by the Authority, its employees, or agents is deemed a waiver by the Authority of full compliance with the requirements of the Contract. This indemnification must not be limited by the required minimum insurance coverage in the Contract.

3.9 Force Majeure

The obligations of either the Authority or the successful respondent are suspended during the time as such party is prevented from complying therewith in whole or in part because of any cause, except financial, beyond the reasonable control of such party. In the event of either the Authority or the successful respondent being rendered unable wholly or in part by force majeure to carry out its obligations other than to make payments due, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by facsimile to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the parties insofar as they are affected by such force majeure are suspended during the continuance of any inability so caused but for no longer period, and such cause must as far as possible be remedied with all reasonable dispatch.

FOR REVIEW PURPOSES ONLY

SECTION IV
QUALIFICATION FORM
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #27-203
INSURANCE BROKERAGE SERVICES

Failure to complete this form will result in disqualification of Vendor's bid or proposal.

Each respondent proposing to perform **Insurance Brokerage Services** must complete the following information. If the Authority believes a respondent's information is unsatisfactory, Authority may reject their proposal without further consideration. The Authority's decision in such an event is final, and the Authority's procurement procedures include no method of appeal.

1. How long has the proposer been in business under the current company name and primary ownership?
number of years:

_____

2. The Authority requires the firm to have a minimum of ten years' experience in insurance brokerage services.

# of years of experience:

_____

Please describe the firm's experience:

_____
_____
_____

3. The Authority requires proposers to have experience working with public bodies or municipalities.

# of years of experience:

_____

Please describe the firm's experience:

_____
_____
_____

4. What is the value of the firm's work completed in the past 12 months? Now under contract?

_____

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5. What is the number of clients for which the firm provides services in the past 12 months? Now under contract?

4. Provide the number of employees and attach the firm's organizational chart.

5. Identify the professional staff who will be assigned to the Authority's account. State the roles and expectations of each staff member and provide resumes. Confirm staff are licensed to do business in Illinois as insurance agents or brokers.

6. For how many years has the individual who will oversee the Authority's project worked in a leadership role on projects similar in scope and size? Provide resume, professional qualifications, related educational background and personal references from past projects (including those associated with a different firm).

7. Conflict of Interest: Provide a statement of conflicts your firm, sub-consulting firms and/or key staff may have regarding services. The statement should include actual conflicts and any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, please state as such.

8. Provide the following information regarding five organizations for which the proposer has provided services within the last five years. References must be an Illinois public body similar in size to the Authority. Please be sure to provide current contact information.[1]

Reference #1
Organization Name
Dates of Service
Street Address
City, State, ZIP
Phone
Contact Name
Email Address

Reference #2
Organization Name
Dates of Service
Street Address
City, State, ZIP
Phone
Contact Name
Email Address

[1] References provided may be contacted by the Authority and used for evaluation.

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Reference #3

Organization Name _____
Dates of Service _____
Street Address _____
City, State, ZIP _____
Phone _____
Contact Name _____
Email Address _____

Reference #4

Organization Name _____
Dates of Service _____
Street Address _____
City, State, ZIP _____
Phone _____
Contact Name _____
Email Address _____

Reference #5

Organization Name _____
Dates of Service _____
Street Address _____
City, State, ZIP _____
Phone _____
Contact Name _____
Email Address _____

FOR REVIEW PURPOSES ONLY

SECTION V
PROPOSAL FORM
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #27-203
INSURANCE BROKERAGE SERVICES

To: BOARD OF TRUSTEES
FOUR RIVERS
SANITATION AUTHORITY
3501 Kishwaukee St.
Rockford, IL 61109

From: _____
(Individual, Partnership or Corporation)

_____
(Address of Individual, Partnership or Corporation)

Trustees:

I (We) the undersigned hereby propose to furnish **Insurance Brokerage Services** in compliance with the attached Notice, General Specifications, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, and Contract Form.

The Undersigned also affirms and declares:

A. That they have examined and are familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.

B. That they have carefully examined the scope of the required service, and that, from their own investigation, have satisfied themselves as to the nature and location of the delivery point, the character, quality and quantity of materials, and the kind and extent of equipment and other facilities needed for the performance of the service and provision of the materials, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the materials or services or their performance.

C. That this proposal is made without any understanding, agreement or connection with any other person, partnership, or corporation making a proposal for the same purposes, and is in all respects fair and without collusion or fraud; and that they are not barred from proposing as a result of a bid-rigging or bid-rotating conviction.

D. All goods and services provided in response to this request will be produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor.

E. The firm which I (we) represent complies with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act. If said firm is awarded a contract to provide the Authority's **Insurance Brokerage Services**, it will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these

FOR REVIEW PURPOSES ONLY

specifications are subject to all required drug and alcohol testing and are properly licensed,

4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the Authority and the Authority's representatives as defined in Section 3.8 from all:
    a. Suits, claims, or actions;
    b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
    c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

F. The firm which I (we) represent has adopted and promulgated written sexual harassment policies that include, at a minimum, the following information:
    1. the illegality of sexual harassment;
    2. the definition of sexual harassment under Illinois State law;
    3. a description of sexual harassment, utilizing examples;
    4. my (our) organization's internal complaint process including penalties;
    5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
    6. directions on how to contact the Department and the Commission; and
    7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act. (775 ILCS 5)

Upon request, my (our) organization will provide the Illinois Department of Human Rights with the information described in F1 through F7 above.

In submitting this proposal, I (we) understand that the Authority may reject part or all of any and all proposals. I (we) agree that I (we) must not withdraw this proposal for a period of sixty calendar-days following the scheduled proposal due date. I (we) have carefully examined the nature of the service and materials. The cost of all the materials, equipment, and service necessary to complete this contract is given in this proposal.

The selected proposer must enter into a Contract with the Authority to complete the Project in a form substantially similar to the Contract attached hereto. The Contract must be executed by the Contractor/Vendor and returned, together with the Insurance Documents and Performance Bond (if applicable) within ten calendar days after it has been mailed to the Contractor. Two copies of the contract must be executed by the Contractor. One fully executed copy will be returned to the Contractor. See Section VIII for a sample copy of the agreement.

FOR REVIEW PURPOSES ONLY

PROPOSAL PRICES FOR INSURANCE BROKERAGE SERVICES AS SPECIFIED IN THIS REQUEST FOR PROPOSALS

Failure to complete this form will result in disqualification of Vendor's bid or proposal.

(Express all numerical quotations in figures and words)

Please provide a detailed report of fees and commissions associated with the proposed service.

*All quotations must be the total amount of the proposer's charge, inclusive of labor, and of materials, supplies, and tools and any and all other expenses necessary to provide **Insurance Brokerage Services** in complete conformity with any and all provisions of this document.

By signing this proposal, I/we, the proposers, agree to the terms of the proposal, proposal requirements, addenda, and contract.

DATE: _____

PROPOSER: _____ BY: _____
(print name of firm) (authorized rep's signature)

_____ _____
(print street address) (print rep's name)

_____ _____
(print city, state, zip) (print rep's title)

_____ _____
(area code and phone number) (email address)

Note: The Four Rivers Sanitation Authority, a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers' Occupational Tax. The proposer must exclude those taxes from their proposal.

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"NO PROPOSAL" RESPONSE

TO

REQUEST FOR PROPOSALS

If your firm is unable to submit a proposal at this time, please provide the information requested in the space provided below and return to:

Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, IL 61109

For this form only, responses can also be emailed to:

Purchasing@fourrivers.illinois.gov

We have received Request for Proposals **#27-203: Insurance Brokerage Services**, due at **4:00 P.M**. on **November 30, 2026**.

Reason for not submitting proposal:

_____
_____
_____
_____

BY: _____
Signature

_____
Name & Title, Typed or Printed

_____
Company Name

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SECTION VI
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #27-203
INSURANCE BROKERAGE SERVICES

Failure to complete this form will result in disqualification of Vendor's bid or proposal.

PROJECT: **Insurance Brokerage Services**
NOTE: THE PROPOSER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED PROPOSAL. THE FOUR RIVERS SANITATION AUTHORITY CANNOT ACCEPT ANY PROPOSAL WHICH DOES NOT CONTAIN THIS AFFIDAVIT

_____, being first duly sworn, deposes and says that:
(Name of person making affidavit)

They are: _____ of _____
(Officer's Title) (Company Name)

that said company is and "Equal Opportunity Employer" as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code annotated and Federal Executive Orders #11375 which are incorporated herein by reference; and that said company will comply with any and all requirements of Title 44 Admin. Code 750. APPENDIX A – Equal Employment Opportunity Clause, Rules and Regulations, Illinois Department of Human Rights, which read as follows:

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

IL Dept of Human Rights Registration No.: _____ Expiration Date: _____

Signature_____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public_____

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SECTION VII
FORMS OF AFFIDAVIT
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #27-203
INSURANCE BROKERAGE SERVICES

Failure to complete this form will result in disqualification of Vendor's bid or proposal.

Vendor City: _____Vendor County: _____Vendor State: _____

This Section for Sole Proprietorship:

I, _____ (name), being duly sworn, depose and say that the organization I represent is a sole proprietorship, and that I am the person described in and who executed the foregoing proposal and that the several matters therein stated are in all respects true.

Signature _____

This Section for Partnership:

I, _____ (name), being duly sworn, depose and say that I am a member of _____ (partnership name), the firm described in and which executed the foregoing proposal; that I duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Signature _____

This Section for Corporation:

We, _____ (representative who signed the Proposal Form), and _____ (other corporate officer), being duly sworn, depose and say that we reside in the cities of _____ and _____, respectively, and that we are the _____ (representative's title) and the _____ (other corporate officer's title), respectively, of _____ _____ (corporation name), the firm described in and which executed the foregoing instrument; that we are authorized to complete this form and to enter into this contract on behalf of said corporation; that we have signed our names thereto by like order; and that we have knowledge of the several matters therein stated and they are in all respects true.

_____ _____
(representative's signature) (other corporate officer's signature)

This Section for a Limited Liability Corporation:

I, _____ (name), being duly sworn, depose and say that I am a _____ (representative's title) of _____ (company name), the company described in and which executed the foregoing proposal; that I am authorized to complete this form and to enter into this contract on behalf of said company and have knowledge of the several matters therein stated and they are in all respects true.

Signature _____

Notarization (required for all successful proposers):

Subscribed and sworn to before me this _____ day of _____, 20___.

Notary Public _____

County _____ My Commission Expires _____

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SECTION VIII
CONTRACT SAMPLE
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #27-203
INSURANCE BROKERAGE SERVICES
ROCKFORD, ILLINOIS

THIS CONTRACT, made and concluded this ____ day of _____, 20___, between **Four Rivers Sanitation Authority**, Illinois, also known as "Authority," and**_____,** their executors, administrators, successors or assigns, referred to collectively as "Contractor":

In consideration of the payments and contracts mentioned in the Proposal attached hereto as **Exhibit A**, to be made and performed by the Authority, the Contractor agrees with the Authority at their own proper cost and expense to do all the work, furnish all equipment, materials and all labor necessary to complete Insurance Brokerage Services in accordance with the specifications hereinafter described and the Authority's requirements laid out in the Request for Proposals.

1. Scope

Both parties understand and agree that the Introduction, General Specifications and Instructions, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, and Forms of Affidavit of the Request for Proposals **#**27-203 Insurance Brokerage Services, all Addenda there to (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded. A true and accurate copy of the Request for Proposals is attached hereto as **Exhibit B**.

Unless the Authority terminates the Contract in conformity with Section 2.16 of the Request for Proposals, the Contractor must provide the **Authority's Insurance Brokerage Services** including delivery, at the proposal price, over a 60-month period from January 1, 2027, through December 31, 2031. If the Authority and the Contractor agree in writing, the Contract may be extended. Prices shall remain unchanged during contract extension periods and no other contract term, condition, specification, nor requirement shall be altered in any way by a contract extension agreement.

The services provided under this contract are non-exclusive to the Contractor. The Authority, in its sole discretion, shall determine what work will be assigned to the Contractor. Furthermore, as described in section [2.14] of the Request for Proposal, the quantity of work to be assigned to the Contractor is an estimate only. The Authority is under no obligation to provide a minimum amount of work to the Contractor.
The Successful Offeror must provide the Authority's **Insurance Brokerage Services** including delivery, at the proposal price, and a 2-year warranty from date of delivery to the Authority.

2. Contract Price

FOR REVIEW PURPOSES ONLY

Authority will pay to the Contractor, and the Contractor will accept, in full payment for the performance of this Contract, subject to any additions or deductions provided for hereby, in current funds, the unit prices set forth in the Proposal Form. The contractor's proposed unit prices for **Insurance Brokerage Services**, in conformity with all specifications, shall be the only basis of payment over the duration of the contract.

The Contractor fully understands and agrees that their proposal price, delivered F.O.B. 3333 Kishwaukee St., Rockford, IL will be the only basis for payment for the contract's duration, and that in the absence of changes to which the Authority and Contractor agree because of revisions to the scope of the **Insurance Brokerage Services**, this contract allows for no price increases.

The Authority will make payments to the Contractor, in accordance with and subject to the provisions of Section 4 of this Contract.

3. Contract Execution

The Contractor must:

A. Perform all services in a responsible manner, supplying only service, materials, or equipment that meets or exceeds the Authority's specifications detailed in the Request for Proposals;

B. Perform/Deliver Insurance Brokerage Services in conformity with the specifications detailed in the Request for Proposals;

C. Sustain all loss or damage arising out of the nature of the work to be done, or from any unforeseen obstruction or difficulty which they may encounter in the performance of the work, or from the action of the elements;

D. Be responsible for all accidents they, their employees, or agents may incur during the course of the contract's execution;

E. Hold the Authority and its representatives harmless from liability of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract. The Contractor must likewise hold harmless, defend, and indemnify the Authority and its representatives from all:

1. suits, claims, or actions,
2. costs, either for defense or for settlements, and
3. damages to which the Authority or its representatives might be exposed by reason of an injury or alleged injury, to the person or property of another:
    a. in the execution of the Contract, or
    b. from actions the Authority or its representatives take on the Contractor's behalf, except in cases where such suits, claims, actions, or costs are found to be based on the Authority's gross negligence. For purposes of this paragraph, "its representatives" means "the Four Rivers Sanitation Authority's trustees, employees, agents, assigns, and their heirs"

F. Comply with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act, and will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer

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training,
2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the Authority and the Authority's representatives, as defined in Section 2E, from all:
    a. Suits, claims, or actions;
    b. Costs, either for defense (including but not limited to reasonable attorneys' fees and expert witness fees) or for settlements, and;
    c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

G. Adopt and promulgate written sexual harassment policies that include, at a minimum, the following information:

1. the illegality of sexual harassment;
2. the definition of sexual harassment under Illinois State law;
3. a description of sexual harassment, utilizing examples;
4. Contractor's internal complaint process including penalties;
5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, Contractor will provide the Illinois Department of Human Rights with the information described in G1 through G7 above.

H. Maintain all required insurance for the duration of the contract, as specified in section 3.7 of the Request for Proposals.

I. Comply with the Steel Products Procurement Act, Illinois Public Act 83-1030, which requires that steel products used or supplied in performance of this Contract or subcontract must be manufactured or produced in the United States with three exceptions, as explained in the Instructions to Bidders.

J. In the absence of the Authority's written permission, the Contractor must not use the Authority's name in any form or medium of public advertising.

K. This Contract must extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor. In consideration of and to induce the award of this Contract to them, the Contractor represents and warrants: that they are not in arrears to the Authority upon debt of the Contract and that they are not a defaulter, as surety, contractor or otherwise; that they are financially solvent and sufficiently experienced and competent to perform the work; that the work can be performed as called for by the Contract; that the facts stated in

FOR REVIEW PURPOSES ONLY

their proposal and the information given by them is true and correct in all respects, and that they are fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract and that their information was secured by personal investigation and research.

If the Contractor defaults, the Authority may procure **Insurance Brokerage Services** described in the Request for Proposals, from other sources. In such an event, the price the Authority pays constitutes the prevailing market price at the time of such purchase and the defaulting Contractor must pay the Authority the difference between their proposal price and the prevailing market price. The defaulting Contractor must make such payment no more than 60 calendar-days after the Authority notifies them, in writing, of such an occurrence.

4. Timing of Payments to Contractor

If the Authority receives an acceptable invoice for a conforming service prior to the fifth day of a given month, the Authority will issue payment before the fifth day of the succeeding month. If received on or after the fifth day of a particular month, payment will be issued the following month.

5. Subcontracts

No part of the work herein provided for is to be sublet or subcontracted without the express written consent of the Authority, and in no case will consent relieve said Contractor from the obligation herein entered into or change the terms of this Contract.

6. Contractor's Responsibility

This Contract must extend to and be binding upon the successors, assigns, heirs, administrators, executors, and legal representatives of the Contractor.

7. Counterparts

This Agreement may be executed and recorded in counterparts, each of which is to be deemed an original and all of which, when taken together, constitutes one and the same instrument. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called “pdf” format must be legal and binding and must have the same full force and effect as if an original of this Agreement had been delivered. Each of the parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

8. Time

The Contractor agrees to all delivery schedules specified in the Request for Proposals.

9. Seals

IN WITNESS WHEREOF, the parties have hereunto set their hands and are duly authorized to enter into such contracts on behalf of their respective organizations.

10. Notices

All notices, consents, demands, approvals, and requests which are required or permitted to be given by either party to the other pursuant to any provision of this Agreement shall be in writing and delivered personally (including delivery by a regular messenger or courier service), by overnight express delivery, or by mail. Mailed notices shall be sent by

FOR REVIEW PURPOSES ONLY

United States Certified or Registered Mail, return receipt requested, postage prepaid and shall be deemed delivered two business days after posting. Personally delivered notices and notices delivered by overnight delivery shall be deemed delivered at the time of actual delivery or at the time of attempted delivery (as attested in writing by the person attempting delivery) in the event the intended recipient refuses to accept delivery. The notice addresses of the parties are as follows:

Authority:	Name: Address: Email:
Contractor:	Name: Address: Email:

11. Severability

If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Authority in order to carry out the intentions of the parties hereto as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

12. Waiver

The failure of any party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13. Governing Law; Jurisdiction; Waiver of Jury Trial

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law rules of such state.

With respect to any action arising out of or relating to this Agreement or the transactions contemplated hereby, each party hereto irrevocably (i) agrees and consents to be subject to the exclusive jurisdiction of the United States District Court for the Northern District of Illinois, Western Division or the Circuit Court of Winnebago County, Illinois, and (ii) waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over such party; provided, however, that such consent to jurisdiction is for the purpose referred to herein and shall not be deemed to be a general submission to the jurisdiction of such courts or any other courts for purposes outside of the scope of any such action.

THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT AND AGREE TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO AFFECT SUCH WAIVER.

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IN WITNESS WHEREOF, the parties hereto have executed this **Insurance Brokerage Services** Contract on the date first written above.

_____
Name of Firm - Contractor

By _____
Authorized Signature

ATTEST:

By: _____

Its: _____

Four Rivers Sanitation Authority
Winnebago County, Illinois

By _____
Executive Director

ATTEST: _____
Assistant Director of Management Services

STATE OF ILLINOIS)
COUNTY OF WINNEBAGO)

On this ___ day of _____, 20_____ before me, a notary public within and for said County, personally appeared Christopher T. Baer and Lisa Mittel, to me personally known, who, being each by me duly sworn did say that they are respectively, the Executive Director and Assistant Director of Management Services of the Four Rivers Sanitation Authority, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the Authority, and said Executive Director and Assistant Director of Management Services acknowledge said instrument to be the free act and deed of said Authority.

(SEAL)

_____
Notary Public

FOR REVIEW PURPOSES ONLY

Appendix A

Current Coverages	Exposure	Deductible	Carrier
Property: Special form, replacement cost (or stated otherwise); no coinsurance; blanket	Building/Contents $346,900,740 Equipment $5,941,253	$25,000 (all other perils) $10,000 or 5% (earthquake) $50,000 (flood)	Obsidian
Inland Marine: replacement cost if scheduled, otherwise actual cash value		$25,000	
General Liability: $1,000,000 combined single limit; occurrence form; $3,000,000 annual aggregate Environmental impairment coverage limit: $5,000,000 occurrence form; $5,000,000 annual aggregate.		$25,000 $25,000	
Employee Benefit Liability: $1,000,000 limit; $3,000,000 annual aggregate		$25,000	
Public Officials Liability: $1,000,000 Each Employee; $1,000,000 Aggregate		$25,000	
Employment Practices Liability: $1,000,000 per occurrence limit; $3,000,000 annual aggregate		$25,000	
Automobile: $1,000,000 combined single limit $100,000 UM / UIM Limit	134 Vehicles	$1,000 (physical damage)	
Crime: $500,000 limit		$1,000	
Umbrella liability: $10,000,000 per Occurrence / Annual Aggregate			
Equipment breakdown: $1,000,000 limit. Replacement cost if scheduled, otherwise actual cash value		$25,000	
Cyber risk: $1,000,000 limit / $1,000,000 annual aggregate		N/A	
Workers' Compensation	Class Codes: 7580 Sewage Disposal 8810 Clerical		IPRF

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