

Request for Proposals: Insurance Broker Consultant Services

The City of Burlington, Vermont (“City”) is seeking proposals for professional insurance Agent/Broker and Risk Management Consultant Services to assist all City departments, including enterprise funds and special revenue funds, in the management of the various guaranteed cost, large deductible, and self-administered programs.

The City places importance on developing and maintaining a strong risk management program with corresponding insurance coverages that address the risks and liabilities faced by the City. In support of that focus, the City seeks a partner to:

- Act as the City’s Broker of Record and assist the City in all aspects of risk transfer.
- Obtain the best mix of insurance coverages, including, but not limited to, general liability, public officials liability, business automobile, law enforcement liability, professional liability, crime, workers’ compensation, fiduciary liability, waterfront marine, pollution liability, and umbrella liability at a reasonable cost.
- Provide ongoing support and counsel regarding the City’s insurance needs and operations.

I. GENERAL INFORMATION & SCHEDULE

Date of Issuance: December 5, 2018

Issued by: City of Burlington

Due Date for Questions: December 17, 2018 by 5PM ET
Reponses will be available by 5PM ET December 21, 2019

Due Date for Responses: January 3, 2019 by 3PM ET

Contact: Beth Anderson, CAO
City of Burlington
149 Church Street, 2nd Floor
Burlington, VT 05401
banderson@burlingtonvt.gov

Questions concerning this RFP must be made via email per the schedule above. Responses to all submitted questions will be posted at <https://www.burlingtonvt.gov/RFP>.

II. BACKGROUND AND SCOPE

The City of Burlington

Burlington is a full service community, offering police, fire and EMS, code enforcement, public works, and parks and recreation services. The City of Burlington is the most populous city in the State of Vermont. The 2013 census estimates approximately 42,284 residents with a density of approximately 4,121.5/square mile. It covers approximately 15.5 square miles (10.3 square miles land). The City includes approximately 101 miles of streets and 134 miles of sidewalks;

In addition to traditional municipal services, the City operates over 35 parks, a marina, a campground, water and wastewater systems, an international airport, and an electric department. Additional information is available at www.burlingtonvt.gov

Scope of Work

The City seeks not just a service provider, but a trusted advisor and partner. The selected firm will work with the City's Chief Administrative Officer and the team of the Clerk/Treasurer's Office on coverages, renewals, claims and loss control (prevention and reduction). In addition, representatives of the firm will work directly with leaders across City departments to answer questions and provide guidance on questions about the City's work, operations, and potential risks.

The successful provider must be able to deliver, at a minimum, the following services:

- Evaluate the City's existing insurance program, and recommend any necessary changes to terms, conditions, or coverage limits to ensure the program is affordable and adequately protects the City.
- Recommend types of insurance coverages, policy limits, policy terms, and program adjustments for current coverages including but are not limited to: general liability, public official's liability, business automobile, law enforcement liability, professional liability, crime, workers compensation, fiduciary liability, waterfront marine, pollution liability, cyber, and umbrella liability.
- Develop an insurance marketing strategy and place all required coverages. Provide premium estimates at least sixty (60) days in advance of annual renewal dates.
- Assist the City in completing and submitting insurer applications for all coverages.
- Assure that insurance policies are placed with reputable and financially responsible insurers (per AM Best, Moody's, S&P, etc.).
- Negotiate with underwriters on behalf of the City and obtain insurance coverages that best meet the City's needs and requirements at the best value, while also advising on the carrier's operation, claims handling, and related services.
- Assist in the filing and handling of claims with, and obtaining settlements from, insurers, claimants, lawyers, etc.
- Conduct quarterly meetings to discuss: claims, loss control, exposure changes, and general administrative matters. Conduct a review and analysis of coverage in place and possible modifications annually.

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- Assist the City in identifying and analyzing its loss exposures on an ongoing basis.
- Consult with the City personnel and City legal counsel with respect to liability and indemnification provisions in lease, contracts, and other documents.
- Particularly in the area of Workers' Compensation, coordinate with the treating physicians and/or specialists as it relates to RTW programs, limited duties, restrictions, work hardening, vocational rehab, etc.
- Verify that new policies, binders, endorsements and other documents are accurate and reflect the terms and conditions agreed during negotiations. Provide copies to the City in a timely manner.
- Provide or obtain answers to risk management and insurance coverage questions.
- Provide 150 to 200 hours of loss control (prevention/reduction) and safety services provided to the City of Burlington's various departments and enterprise operations, and the ability to coordinate with the applicable insurer's safety inspection needs and loss control resources. (Training, safety education for new hires etc.)
- Prepare insurance certificates and endorsements as required within a twenty-four (24) hour response period.
- Report and monitor applicable ratings (A.M. Best, S&P, Moody's, etc.) for the insurance companies that are bidding on our business. Report any rating downgrades of existing carriers within seven (7) calendar days and advise the City when changes in ratings or financial condition may negatively impact the program.
- Obtain and maintain updated loss information from current and prior insurers.
- Maintain accurate claims data and provide status updates as required by the City.
- At least 60 days prior to the renewal date of City policies, submit a written report discussing the anticipated issues concerning insurance terms and conditions, market conditions, trends, and anticipated changes.
- At the request of City, meet with City Staff to review the City's insurance program and the Broker's/Agent's contract performance.

All responses must address how your firm will provide the services and support outlined in the Scope of Work above. In addition, all responses should address the following questions:

1. Provide information on how your firm will facilitate insurance company interface and coordination in the following areas:
 - Claims
 - Loss Control
 - Renewal information format and market presentation
 - Marketing of existing coverage
 - Bid insurance contracts to assure best possible conditions and pricing
 - Issuance of Certificates of Insurance within 24 hours of request
 - Receive copy of insurance policy no later than 30 days beyond effective date
2. Provide a description of your firm's Insurance Marketing Services.
 - Is your access to the excess or surplus lines market via your own organization? If external, which ones?
 - Which (if any) wholesale brokers do you use?
 - Describe your capabilities and experience in:

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- i. Wrap-Up Projects
 - ii. Self-Insurance Plans
 - iii. Captives
3. Provide examples of the reports and materials you will provide as part of your work to analyze, annually, the City of Burlington's exposure to loss and review adequate coverage and provide a formal written report of such.
 - o Describe your specific techniques and procedures that may be used to assist the City of Burlington's Risk Management Department in identifying current and anticipating new exposures to accidental loss and whether current bound insurance provided by your firm covers these exposures.
4. What special experience, knowledge or resources might make your firm superior to other firms or how would your firm provide any unusual value to us?
5. Demonstrate the ability and prior experience in designing, placing and administering a cost effective, coverage comprehensive risk transfer program with specific attention to the unique requirements of a public entity.
6. Demonstrate fluency with contract review (all contract types customary to public entities) and provide your suggested example of the essential elements of the insurance requirements and indemnification and hold harmless agreements to protect the City of Burlington.
7. Provide information about In-Agency/Broker Loss Prevention staff with experience and capabilities in the areas of municipal oriented compliance training, ergonomic and VOSHA compliance.
8. Provide evidence of In-Agency/Broker workers' compensation claims adjustment (licensed in-house claim(s) adjusters required) and oversight capabilities to include: client and claimant advocacy, perform client facing quarterly workers' compensation claim reviews with insurance carrier claims professionals, vet and maintain occupational health clinic capabilities, services and relationships, other work related injury vendor oversight and management, large loss triage, participation in mediation and settlement evaluations, assist in subrogation matters, coordination of RTW programs with all City Departments.
9. Outline In-Agency/Broker information technology capabilities to include: a custom client Risk Management portal to include, at a minimum, an electronic claim reporting feature, Loss Prevention document support, Agency/Broker contact information, certificate of insurance administration etc.
10. Describe In-Agency/Broker support related to the internal City of Burlington safety initiative, BTVStat performance initiatives, recordkeeping, and reporting.
11. Describe In-Agency/Broker support in establishing annual liability to the City regarding below deductible/retention points in all P&C insurance related coverages.
12. Describe any other services as are normally and customarily required of a municipal/utility insurance broker/consultant that your firm will provide.
13. Explain your ability and willingness to perform special projects requested by client (for requests outside of normal scope of services please provide an attachment to the proposal that outlines fees for such services, i.e. loss control, property appraisals, wellness programs, etc.). Describe your firm's commitment to providing these services.

14. What resources does your firm have for benchmarking the City with other public entities? List resources and provide two (2) examples of benchmarking produced for two other public entity clients.

III. GENERAL INFORMATION

CONTRACT PERIOD: Proposals will use the initial contract term of one year. The potential for renewal of this contract exists as of each January 1st, at the sole discretion of the City of Burlington, for up to four additional years. Please note that the City of Burlington is certainly interested in establishing a long-term business relationship with the selected broker, and proposals should include a commitment to annual pricing for a five-year period.

ACCESS TO CLAIM FILES: The Proposer agrees that the City of Burlington shall have access to claim files created as a result of claims services to be provided by the successful respondent. Reasonable access shall be defined as making available upon three (3) days' notice, all electronic and hard copy claim files for review and/or audit by the City of Burlington.

OWNERSHIP OF CLAIMS FILES: UNDERWRITING DOCUMENTATION INCLUDING LOSS PROJECTIONS, WHOLESALERS BROKER AGREEMENTS, MARKETING QUOTES, UNDERWRITER CONTACT INFORMATION AS RELATES TO THE CITY OF BURLINGTON: The City of Burlington shall have the right, title interest, and ownership of claims files (paper and electronic) created as a result of claims services to be provided by the successful respondent. Upon ten (10) days' written notice, the successful respondent shall return such files to the City of Burlington.

No contact with any insurer or other third party should be made by any party relative to this RFP until the successful broker/agent has been notified they have been selected.

IV. ANTICIPATED SCHEDULE

The City reserves the right to amend dates. Changes in the timeline will be posted to <https://www.burlingtonvt.gov/RFP>. Interested parties are encouraged to register for updates at that page.

)	December 5, 2018	RFP issued
)	December 17, 2018	RFP-related questions due
)	December 21, 2018	Question responses to be posted
)	January 3, 2019	RFP closed
)	January 25, 2019	Target Notice of Award

V. RFP SUBMITTAL

Responses to this RFP should address how your firm would provide the services outlined. Responders are encouraged to be creative in their proposed approach and solution. Responses

to this RFP must be not more than 24 pages in length (12 double-sided or 24 single-sided pages). Responses should address the questions outlined above, and must include the following:

- 1) Qualifications Detail consisting of:
 - a) Cover letter including statement of understanding of the services being requested and the special skills, collaborative approach, and innovative thinking that your firm would provide.
 - b) Appendix A (provided in this RFP): Signed by a representative of Provider attesting that all terms, conditions and procedures outlined in this RFP are understood and have been followed;
 - c) Capabilities: An overview of the capabilities your firm would offer in delivering the requested services and scope.
 - d) Organizational Overview: A description of the applicant's organization, years in existence, structure, composition, and qualifications.
 - e) Proposed Project Team Members: Clearly indicate the applicant's designated team leader for the relationship, as well as the specific individuals who will be assigned to the work, their primary role(s), years with your firm, and their respective expertise in such work, as well as any professional affiliations or credentials.
 - o Please also identify staff from other locations and/or specialties within your firm that are available for consultation.
 - o A statement of what guarantee you can provide for the long-term consistency of this team, and your approach to assigning new team members where required by termination or transfer.
 - o Please identify which office will service this account, who heads that office, and the local office size.
 - o Number of CPCU, ARM, AIC, CIC and other designations employed at the local office.
 - f) Specific Project Experience: Description of familiarity with and years of service to municipal, public entity, and local government clients, particularly those of similar size and scope.
 - g) Partners: An explanation of any partnering arrangements that have been or will need to be made in order to complete the work.
 - h) List of References:
 - o Provide a minimum of three (3) client references with which the applicant has provided similar services within the last three (3) years: at least two references must be municipal or state government entities of similar size and scope of operations. Include the name, email, and telephone number of the contact person and a description of the role and services provided to that contact.
 - o Please also provide the name, location, and services rendered to two (2) public utility/governmental entities accounts you lost in the last three (3) years and reason(s) for termination. Please provide the name, office number, and email address of each person to contact.
 - i) Financial Stability:

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- Please provide the Annual Gross Income of your closest Agency/Brokerage related to public entities, including premiums, commissions, and fees.
- Please provide a copy of your most recent audited financials.
- j) Licensing and Insurance: Provide detail of licensing and current insurance carried to protect your company and your clients. Please provide Limits and Insurer for the following (if available):
 - Insurance Broker's Errors and Omissions
 - Professional Liability
 - General Liability
 - Auto Liability
 - Bonds – Employee
 - Workers' Compensation
- If selected as broker/agent, you must provide a Certificate of Insurance that meets our minimum insurance requirements and comply with the applicable sections of our standard Terms & Conditions below.
- k) Vermont Department of Financial Regulation:
 - Do all of the employees in the office that would provide service to the City of Burlington meet the licensing requirements? If no, explain.
 - Has any "agent" ever had their insurance license suspended or revoked, or is in any action currently pending with the Vermont Department of Financial Regulation? If yes, explain.

2) Cost Proposal:

- a) The Proposer should quote a fixed annual fee for the scope of services outlined in this RFP. Such fee should be a flat/base fee for service(s) and should assume that the Proposer would not be entitled to any commissions for any coverage procured on behalf of the City of Burlington. Proposer will indicate any exceptions to this requirement, such as: commissions, fees, enhanced or supplemental commissions, excess surplus lines and reinsurance commissions, profit sharing, volume overrides, work transfer payments, service income, and compensation of any other type.

Proposer is requested to explain in detail how they arrived at the annual fixed fee presented. (i.e. # of annual hours and/or specific # of staff dedicated to the City of Burlington relationship as well as any fixed operating costs that would attributes to the relationship such as Information Technology, etc.)

- b) In the event that a particular insurance company whose coverage is most advantageous to the City will not write coverage net of commission, commissions received for coverage procured by the Agent/Broker shall be disclosed and credited against the fees outlined in section above. Such fees and commissions will be subject to audit at the discretion of the City of Burlington.

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- c) The broker/agent and City of Burlington's Chief Administrative Officer will determine whether coverage is to be renewed with the existing carrier(s) annually. In the event that coverages are bid, Agent/ Broker must provide documentation of the companies solicited and their bids at least sixty (60) days prior to the policy effective date.
- d) If the Proposer is capable of providing safety and loss control services, as an option, for consideration by the City of Burlington, they should attach information relating to their ability to provide such services as well as the applicable fees for such service(s), if not included in the flat/base fee.
- e) Any additional fees or costs for the services identified in this RFP that are not included in the flat fee presented.

Responses to this RFP must be received per the schedule on Page 1 to be considered. Proposals must be submitted in both digital (PDF) and printed formats. Provide two (2) print copies of the proposal in addition to the digital file, which may be emailed or submitted on a CD or USB drive. Please ensure that the document is easily printable in an 8.5x11 or 8.5x14 format.

Additional requirements are as follows:

-) Applicants are solely responsible for ensuring that proposals arrive on time.
-) Each applicant MUST provide their submittal electronically as a PDF.
-) Additional details beyond the contents described above WILL NOT be considered.
-) Faxed proposals WILL NOT be accepted.
-) Late replies WILL NOT be considered.

The City of Burlington does not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, crime victim status, veteran status, disability, HIV positive status or genetic information.

The City is also committed to providing proper access to services, facilities, and employment opportunities.

The successful firm must comply with all provisions of state law and they will have to comply with the city's livable wage and union deterrence ordinances, copies of which are available on the city's website (or may be supplied on request).

Questions

Questions may be submitted by email to the address and by the deadline identified above. Any revisions, addendums and answers to questions that are received by the due date for questions will be posted to the City's website at <https://www.burlingtonvt.gov/RFP>.

Proposal Evaluation

In compliance with the City of Burlington's Procurement Policy, City staff will evaluate all complete proposals from qualified providers. Providers will be scored up to a maximum of 100 points based on the following criteria:

- 1) **Experience & Qualifications** of firm and key personnel (20 pts)
- 2) **Ability to provide services** as outlined in RFP (25 pts)
- 3) **Budget & Value** as related to proposed and additional costs (15 pts)
- 4) **References** (15 pts)
- 5) **Level of Experience** with clients of similar size, structure and complexity (15 pts)
- 6) **Quality, Clarity & Completeness** of submittal package (10 pts)

Responses will be reviewed by City staff, and possibly its consultants, based upon the information provided in the proposal. Additional information may be requested prior to final selection. The City intends to accept the proposal it determines to be in the best interests of the City, based on the overall proposal, not exclusively on cost or any other specific factor. The City reserves the right to amend, modify, reject, negotiate, or accept any proposal in whole or in part at its sole discretion. It is anticipated that a decision will be made within 20 days of the due date.

V. TERMS & CONDITIONS

It will be necessary for responding parties to comply fully with the following terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and followed all procedures is a part of this RFP must be included as part of the final submittal (see Attachment A).

Communications

It is extremely important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email. Responses to all submitted questions will be posted on the City of Burlington website at: <https://www.burlingtonvt.gov/RFP>. Questions concerning this RFP must be received via email per the schedule outlined on page 1. Inquiries received after this date will not be considered or answered.

Respondents should not communicate with any City department or employee during the submission process except as described above. In addition, no communications should be initiated by a respondent to any City Official or persons involved in evaluating or considering the statement of qualifications or proposals. Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

General Compliance with Laws

The Provider shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, Union Deterrence Ordinance, Non-

Outsourcing Ordinance, and City insurance requirements. A certificate of compliance with these ordinances will be required. The Livable Wage ordinance can be found at the following link: <http://www.burlingtonvt.gov/CT/Livable-Wage-Ordinance/>. Provisions of the resulting Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

OWNERSHIP OF DOCUMENTS

Proposals, plans, specifications, and other documents prepared and submitted under this RFP shall become the property of the City.

PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

OTHER TERMS

Costs for preparing your proposal in response to this request are solely the responsibility of the respondent. The City of Burlington, Vermont assumes no responsibility and liability for costs incurred by parties responding to this RFP or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract. The City of Burlington reserves the right to accept or reject any or all Statement(s) of Qualifications or proposals, with or without cause, and to waive immaterial defects and minor irregularities in responses. All decisions related to this solicitation by the City will be final. The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFP will become the property of the City upon delivery. This solicitation in no way obligates the City of Burlington to award a contract. Equal Opportunity: the selection of Provider shall be made without regard to race, age, color, religion, sex, sexual orientation, gender identity, marital status, crime victim status, veteran status, disability, HIV positive status, genetic information or political affiliation. The City of Burlington is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

REGISTRATION

A successful Provider must be registered with the Vermont Secretary of State's Office as a business entity doing business in the State of Vermont at all times the contract is effective. This registration must be complete prior to the execution of a contract.

INSURANCE:

Contractor shall purchase and maintain such comprehensive general liability and other insurance as set forth which will provide protection from claims arising from the result of Contractor's performance and furnishing of services outlined in the awarded Purchase Order and/or Contract, whether it is performed or furnished by Contractor or by anyone directly or indirectly employed by the Contractor to perform or furnish any of the work outlined in the Purchase Order and/or Contract. Prior to beginning any work the Provider shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com).

The certificate of insurance coverage shall be documented on forms acceptable to the City of Burlington. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City of Burlington, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City of Burlington for cancellation. In the event that this contract extends to greater than one year, evidence of continuing coverage must be submitted to the City of Burlington on an annual basis. Certified copies of any insurance policies may be required.

Each policy (with the exception of professional liability and workers' compensation) shall name the City of Burlington as an additional insured for the possible liabilities resulting from Provider's actions or omissions. It is agreed that the liability insurance furnished by the Provider is primary and non-contributory for all the additional insured. The Parties, for themselves, their insurers, and their officers, employees and agents, do hereby mutually waive all rights of subrogation on any claims of general liability, auto liability, and worker's compensation.

Provider is responsible to verify and confirm in writing to the City of Burlington that:

- (a) All Sub-Contractors, agents or workers meet the minimum coverage and limits plus maintain current certificates of coverage for all Sub-Contractors, agents or workers. Sub Contractors must comply with the same insurance requirements as Provider.
- (b) All work activities related to the agreement shall meet minimum coverage and limits.

Any claim in excess of limits set forth or which are not covered by the Contractor's comprehensive general liability, automobile liability, or worker's compensation insurance are the sole responsibility of the Contractor. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of Provider for Provider's

operations. These are solely minimums that have been developed and must be met to protect the interests of the City of Burlington.

GENERAL LIABILITY AND PROPERTY DAMAGE:

With respect to all operations performed by Provider, Sub-Contractors, agents or workers, it is Provider's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage with limits not less than

(a) General Aggregate	\$2,000,000
(b) Products-Completed/ Operations Aggregate	\$2,000,000
(c) Personal & Advertising Injury	\$1,000,000
(d) Each Occurrence	\$1,000,000
(e) Fire Damage (any one fire)	\$250,000
(f) Tenants Legal Liability	\$300,000
(g) Medical Payments (per individual)	\$5,000

WORKERS' COMPENSATION: With respect to all operations performed, Provider shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all Sub-Contractors carry the same workers' compensation insurance for all work performed by them under this contract.

Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
- (b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

- (a) General. The Provider shall carry professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:
 - \$5,000,000 - Annual Aggregate
 - \$5,000,000 - Per Occurrence
- (b) Deductibles. The Provider is responsible for any and all deductibles.
- (c) Coverage. Prior to performing any work, the Provider agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the Provider agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.

AUTOMOBILE LIABILITY: The Provider shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement.

- (a) Bodily Injury
 - \$1,000,000 each person
 - \$1,000,000 each occurrence

were entirely unrelated to the defense of any claim arising from an act or omission of the Provider.

The Municipality is responsible for its own actions. The Provider is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the Municipality, its officers, agents or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the Municipality or its officers, agents and employees shall immediately thereafter notify the Provider in writing that a claim to which the Indemnification Agreement may apply has been filed.

RELATIONSHIP

The parties agree that Provider is an independent contractor. To that end, the Provider shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. Neither the City of Burlington nor its departments shall provide Provider with specific instructions or training in how to provide the required services, except to the extent required by law or regulation. Provider shall provide its own tools, materials or equipment. In providing services under this Agreement, Provider shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The parties agree that neither Provider nor its officers or employees are employees of the City of Burlington or any of its departments, agencies, or related entities. The parties also agree that neither Provider nor its officers or employees is entitled to any employee benefits from the City of Burlington. Provider understands and agrees that it and its officers and employees have no right to claim any benefits under the Burlington Employee Retirement System, City's worker's compensation benefits, health insurance, dental insurance, life insurance or any other employee benefit plan offered by City. Provider agrees to execute any certifications to the best of its knowledge, information and belief, or other documents and provide any certificates of insurance required by City and understands that this contract is conditioned on its doing so, if requested.

Provider understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City of Burlington will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

RESERVATION OF RIGHTS

It is the intent of the City to select the proposal that it deems to be in the best interests of the City. To that end, the City reserves the following rights:

1. To accept any proposal in whole or in part;
2. To accept multiple proposals if doing so is in the best interests of the City;
3. To reject any or all proposals in whole or in part;
4. To waive any informalities, omissions, or irregularities in any proposal;
5. To terminate and reissue this RFP for any reason;

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6. To remedy any error in the RFP process without reissuing it; and/or
7. To change or negotiate any specifications in the City's sole discretion.

APPENDIX A

City of Burlington RFP: Insurance Broker Consultant Services

Understanding of RFP Procedures, Terms and Conditions

This page to be returned with submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Firm Name: _____

Representative's Printed Name: _____

Representative's Title: _____

Representative's Signature: _____

Date: _____