

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**MARCH 13, 2012 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Award of Contract for Risk Management and Broker of Record	Resolution Ordinance ✓ Motion Discussion Only	Chanay Mackey Risk Manager

**SYNOPSIS**

A motion is requested to authorize a three-year contract for \$105,000 with The Owens Group to serve as the Village's Broker of Record to obtain competitive quotes to renew the Village's re-insurance coverage for property, casualty and excess liability and to provide risk management and loss control services.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 include *Exceptional Municipal Services* and *Steward of Fiscal and Environmental Sustainability*.

**FISCAL IMPACT**

The FY12 budget includes \$37,500 in the Risk Fund for this contract.

**RECOMMENDATION**

Approval on the March 13, 2012 consent agenda.

**BACKGROUND**

The Village of Downers Grove is Self-Insured for General Liability, Auto Liability and Workers Compensation. The Village maintains a Self Insured Retention (SIR) responsibility of \$1,000,000 for General/Auto Liability and \$500,000 for Workers Compensation. The Village retains an Insurance Broker to purchase the re-insurance in excess of the SIR and a stand alone policy for property insurance.

The Village issued an RFP for Broker of Record and Risk Management Services in January, 2012. Responses to this RFP were received from four vendors. The Village conducted on site interviews with three of the four respondents, Mesirow Financial, Arthur J. Gallagher, and the Owens Group, Inc. Of the three firms, staff determined that the Owens Group will provide the most extensive risk management and loss control services that the Village was seeking. The Owens Group was founded in 1989 and focuses on brokering commercial insurance, with a specialty in public entities and developing cutting edge, results driven risk management programs. Headquartered in Chicago, Illinois, the Owens Group's professional staff has specialized knowledge and skill sets in property and casualty insurance, while also offering expertise and a unique hands-on approach in a wide array of risk management related functions. The Owens Group has been successful in reducing losses for many entities through this unique hands-on risk management approach and the Village of Downers Grove will benefit greatly by adding this firm to our team. The Owens Group is committed to providing monthly services and assistance aimed at reducing the Village's overall loss costs and claims.

Services include but are not limited to:

- Securing competitive quotes and policy enhancements for the Village's Insurance Program
- Reviewing current self insurance program structure and following up with recommendations
- Providing the Village with Certificates of Insurance
- Conducting a complete risk assessment and loss control inspection

- Partnering with the Village's Legal team to review Village contracts and insurance documents
- Providing a dedicated loss control consultant onsite (monthly)
- Safety program development
- Policy and procedures review, revision and development
- Semi-annual Stewardship Reports
- Monthly newsletters
- Conducting on-site safety training
- Participating in monthly on-site Executive Safety Committee meetings
- Conducting monthly on-site claims review for the 1<sup>st</sup> year, quarterly thereafter

## **ATTACHMENTS**

Agreement

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Village of Downers Grove, Illinois  
Attention: Theresa H. Tarka  
Purchasing Assistant  
801 Burlington Ave  
Downers Grove, IL 60515

Re: RFP Response for Insurance Broker of Record and Risk Management Services  
RFP – 0-8-2012/TT

Dear: Ms. Tarka,

The Owens Group, Inc. is very appreciative of the opportunity to participate in the Village's RFP selection process for broker of record and risk management services (RFP #-08-2012/TT). We have compiled a thorough response which addresses the topics/questions on your RFP in detail. The Owens Group is well positioned to assist the Village in providing solutions for your insurance needs with specific emphasis on risk management initiatives that can significantly impact the Village's claims and associated financial situation. We trust that you will find all to be in order. We are grateful for the opportunity and look forward to potentially participating in the next phase of the process. You may contact Valary Lewis of our office at 312-813-8883 with any further instructions, comments, or questions. Thank you again.

Best regards,

A handwritten signature in blue ink, appearing to read 'William H. Owens, III', is written over a light blue horizontal line.

William H. Owens , III  
President/CEO



## REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: The Owens Group, Inc.

Project Name: Broker of Record and Risk Management Services  
Proposal No.: RFP-0-8-2012/TT  
Proposal Due: February 10, 2012, by 1:00 pm Central time.  
Pre-Proposal Conference: N/A

Required of Awarded Contractor:  
Certificate of Insurance: Yes

Legal Advertisement Published: January 27, 2012  
Date Issued: January 27, 2012  
This document consists of 28 pages.

Return **original** and **six duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA  
PURCHASING ASSISTANT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571  
[www.downers.us](http://www.downers.us)

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

**SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.**

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original, and 6 additional paper copies plus one electronic copy on CD-Rom of the total proposal. Upon formal award of the proposal this RFP document shall become the contract; the successful Proposer will receive a copy of the executed contract.

## **I. REQUEST FOR PROPOSALS**

### **1. GENERAL**

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **February 10, 2012, by 1:00 pm Central time**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Six (6) copies of the proposal must be submitted by the Proposal Due Date to:  
  
Village of Downers Grove, Illinois  
Attn: Theresa H. Tarka, Purchasing Agent  
801 Burlington Avenue  
Downers Grove, IL 60515
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted. Proposals must be submitted in written or printed bound form, along with one electronic copy on a CD-ROM, in a sealed envelope marked "Proposal to Serve as Broker of Record and Risk Management Consultant for the Village of Downers Grove, Illinois" and shall include all information required pursuant to this RFP. The envelope shall be marked with the name of the firm submitting the proposal.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

### **2. PREPARATION OF PROPOSAL**

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Villages proposer's of record.

## Village of Downers Grove

Questions regarding this RFP should be directed, in writing, by mail, facsimile or electronic mail as follows:

Chanay Mackey  
Risk Manager  
Village of Downers Grove, Illinois  
801 Burlington Avenue  
Downers Grove, IL 60515  
630-434-5493 fax  
[cmackey@downers.us](mailto:cmackey@downers.us)

- 2.3 In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

### **3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for proposal opening. Telephone, email or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of the person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

### **4. RESERVED RIGHTS**

- 4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

## **II. TERMS AND CONDITIONS**

### **5. VILLAGE ORDINANCES**

- 5.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

### **6 USE OF VILLAGE'S NAME**

- 6.1 The proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

### **7. INDEMNITY AND HOLD HARMLESS AGREEMENT**

- 7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

### **8. NONDISCRIMINATION**

- 8.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
  - (b) By submission of this proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- 8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois,

775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**9. SEXUAL HARASSMENT POLICY**

9.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**10. EQUAL EMPLOYMENT OPPORTUNITY**

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer 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 canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 10.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin

Village of Downers Grove

or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation or an unfavorable discharge from military services.

- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, 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 Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer 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 subdivision or municipal corporations.

**11. DRUG FREE WORK PLACE**

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the

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employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

## **12. PATRIOT ACT COMPLIANCE**

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

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### **13. INSURANCE REQUIREMENTS**

- 13.1 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

### **14. CAMPAIGN DISCLOSURE**

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

### **15. SUBLETTING OF CONTRACT**

- 15.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

### **16. TERM OF CONTRACT**

- 16.1 The term of this contract shall be as set forth in the Detail Specifications set forth in Section III below. This contract is subject to the Village purchasing policy with regard to any extensions hereof.

### **17. TERMINATION OF CONTRACT**

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

### **18. BILLING & PAYMENT PROCEDURES**

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the

## Village of Downers Grove

invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid per terms of the agreement.

- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

### **19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

- 19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

### **20. STANDARD OF CARE**

- 20.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements (i.e. Engineer, Proposer): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

### **21. GOVERNING LAW**

- 21.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

**22. SUCCESSORS AND ASSIGNS**

22.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

**23. WAIVER OF CONTRACT BREACH**

23.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

**24. AMENDMENT**

24.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

**25. CHANGE ORDERS**

25.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties.

**26. SEVERABILITY OF INVALID PROVISIONS**

26.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**27. NOTICE**

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village of Downers Grove  
Attention: Chanay Mackey, Risk Manager  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

**28. COOPERATION WITH FOIA COMPLIANCE**

28.1 Proposer acknowledges that the Freedom of Information Act may apply to public records in possession of the Proposer. Proposer shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

### **III. DETAIL SPECIFICATIONS**

#### **Purpose**

The purpose of this RFP is to obtain statements of qualifications from qualified brokers to be the insurance broker of record and risk management consultant on behalf of the Village of Downers Grove, Illinois, for its various insurance policies and loss prevention programs. The Village of Downers Grove is interested in developing a program with a combination of insurance and self-insurance to structure its risk loss exposures. Risks may include motor vehicle liability, property loss on buildings, recreational liability, police, fire, volunteer personnel, etc.

#### **Term**

Subject to Section 17 above, the term of this Contract shall be three (3) years from the date of its execution.

#### **Reservation of Rights**

The Village reserves the right to conduct any investigation of the qualifications of any firm that it deems appropriate, negotiate modifications to any of the items proposed in the Proposal, request additional information from any firm, conduct interviews with certain firms, reject any or all Proposals and waive any irregularities in any Proposal. The Village retains the right to negotiate the Proposal submitted for this engagement.

#### **Scope of Services**

The Village is seeking proposals for an insurance broker for its property, casualty, general liability, umbrella, excess workers' compensation and other insurance coverages. Along with broker services the Village seeks your proposal to include a risk management component, training and loss prevention services.

In order to implement the above program, the insurance broker will be expected to:

1. Assign experienced staff immediately upon proposal acceptance to assess the Villages' insurance needs and provide recommendations regarding the appropriate types of insurance for the Village the levels of coverage necessary to protect the Village from reasonable risks, the levels of deductible for each policy to provide the best balance of risk limitation and lower premium and such other factors as the broker shall recommend.
2. Represent the Village as directed, in any negotiations with insurers or prospective insurers and other parties regarding insurance and risk management matters.

## Village of Downers Grove

3. Assist the Village staff in settling claims or grievances relating to liability issues. Assist the Village with risk management program administration and provide advice and guidance on new laws, regulations and procedures in the area of insurance and risk management administration.
4. Be responsible for notifying the Risk Manager of invoicing of premiums for all outstanding policies to assure that no policy lapses occur.
5. Meet with the Risk Manager for the Village at minimum semi annually to review the outstanding coverage for the Village to assure that the Village maintains appropriate levels of insurance and shall notify the Risk Manager for the Village of any new developments in the industry or markets generally that affect the Village in any way or that impact the insurance coverage or policies sought by the Village.
6. Attend on request, village meetings, insurance committee meetings, budget meetings, quarterly claims reviews and executive safety committee meetings when the Village deems necessary.
7. Provide a schedule of policies in force, the coverage amounts, deductible amounts, and premium paid, for each policy to serve as a desk reference.
8. The primary account representative and other account team members for the insurance broker shall be reasonably available to the Village and its staff to address questions related to this account and to provide Certificates of Insurance requests.
9. Provide training, stewardship reports, inspections, risk management and loss prevention services and other services related to the insurance coverage and risk management program as the Village may reasonably request.

### **Minimum Qualifications**

Proposer must meet the following minimum qualifications:

1. Licensed in the State of Illinois.
2. Principal office in the State of Illinois.
3. Ten years in business as a firm.
4. A qualified principal or account person with a minimum of ten years of experience in commercial lines and management consulting, some of that experience being with government entities. A designated second principal with comparable qualifications.
5. Evidence of errors and omissions coverage for \$2,000,000.

## Village of Downers Grove

6. Experience with clients having varied and extensive exposures.

**Structure of Response**

The Village desires to consider Proposals in a consistent and easily comparable format as established in this RFP. Do not refer to other parts of your Proposal in lieu of answering a specific question. Do not provide references to filings or forms publicly available, including the firm's website, in lieu of providing specific information in this Proposal.

Each Proposal shall include a transmittal letter, signed by an authorized representative of the firm.

Exhibits containing additional information may be attached to provide a more detailed response to a question, but only if clearly identifiable as a response to a specific question.

Interviews will be held the week of February 22, 2012, and the final contract must be approved by the Village Council.

**ACKNOWLEDGEMENT AND CONDITIONS**

Respondent acknowledges that it has received, read and agreed to the provisions of the RFP. Respondent agrees that if its submission is accepted, respondent will enter into this Agreement with the Village of Downers Grove, Illinois.

The Village of Downers Grove, Illinois, is soliciting competitive broker services pursuant to a determination that such a process best serves the interests of the Village and the general public and not because of any legal requirements to do so. Respondent acknowledges that it is the right to the Village of Downers Grove to accept any submission or to reject any or all proposals, to modify or amend with the consent of the respondent any proposal prior to acceptance, to waive any informality and to effect any Agreement otherwise, all as the Village of Downers Grove, Illinois, in its sole judgment may deem to be in its best Interests.



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**IV. PROPOSER'S RESPONSE TO RFP (Professional Services)**

**(Proposer must insert response to RFP here DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village)**

***INSURANCE BROKER/RISK MANAGEMENT CONSULTANT QUESTIONNAIRE***

- 1. Name, address, and telephone number of Proposer:**  
The Owens Group, Inc.  
Insurance & Risk Management Services  
19 S. LaSalle St., Suite 500  
Chicago, IL 60603-1438  
Phone: 312-780-1431
- 2. Name, title and business address of person responsible for preparing this form**  
William H. Owens, III  
CEO/President  
19 S. LaSalle St., Suite 500  
Chicago, IL 60603-1438  
Phone: 312-780-1431
- 3. Name, title and business address of person to whom communications respecting this form should be directed, if different from above**  
Valary Lewis, ARM  
Vice President Risk Management  
The Owens Group, Inc.  
19 S. LaSalle St., Suite 500  
Chicago, IL 60603-1438  
Phone: 312-780-1441
- 4. Address of servicing office:**  
The Owens Group, Inc.  
19 S. LaSalle St., Suite 500  
Chicago, IL 60603-1438  
Phone: 312-780-1431
- 5. Description of legal status of Proposer (public, private, corporation, partnership, etc.)**  
Corporation
- 6. Brief Firm's History:**  
Founded by William H. Owens in 1989, The Owens Group, Inc. focuses on brokering commercial insurance, with a specialty in public entities, the private sector, and developing cutting-edge risk management programs for our clients. Headquartered in Chicago, Illinois, our qualified professional staff have specialized knowledge and skill sets in property and casualty insurance, while also offering expertise in a wide array of risk management related functions.

**7. Describe what resources you use to analyze loss runs:**

TOG firmly believes that a successful self insured retention program is only as good as the team members of the TPA firm that administers the claims handling process. As such we team up with qualified TPAs that can provide electronic reports on a monthly basis to the client and customized reports as needed or requested. TOG requires that the reports are provided in various formats for differing groups to use for their respective purposes. For example, we require that an executive report is done on a quarterly basis for review by the safety and finance committees. That type of report provides an overview of the losses by type and or department, average dollar amounts, trending data and reserve projections. Another type of report that we request to be furnished to the client is a detailed loss review every month that lists the specifics of each case in excel format so that the information can be formatted for whatever purpose the end user needs for their specific departments. The reports are used as a great training tool for the safety committees, both executive level and interdepartmental, and for budgeting and planning for the finance department as well as projections for legal counsel. TOG conducts quarterly claims reviews, at minimum where loss data is poured over in detail to each department head and the course of action for the claim is discussed in detail with the Risk Manager, TPA, department head , and legal counsel. TOG recommends monthly claims meetings for new or high frequency/severity programs in order to establish tight protocols for litigation and claims management and to provide better oversight on claims proceedings per case.

**8. Marketing Approach:**

The Owens Group, Inc. has complete market access to all public entity markets and is one of the larger providers of insurance and risk management services to public entities in the Chicagoland area. We have gained prominence due to two primary factors:

***Market Experience*** - The public entity insurance marketplace in Northern Illinois and the Chicago area is truly unique. It is important that the Village's broker have a deep perspective on the developments over the last 25 years and specifically how that history has created the public entity insurance marketplace of today.

***Market Relationships*** - Insurance placement is a relationship business requiring ongoing contact with insurance markets and possessing an in-depth understanding of the strengths and weaknesses of insurance companies.

Our market directory is updated regularly as market conditions and appetites of the various carriers change. We respectfully provide an insurance market intelligence report as a demonstration of our knowledge and expertise on placing self-insurance programs with today's public sector insurance marketplace.

**9. List Available insurance and risk management services and activities that you would recommend for The Village of Downers Grove through your firm (i.e., exposure identification, reinsurance program, first dollar insurance program, loss prevention and control services, training, etc.)**

**Risk Management**

TOG engages in high impact risk management programs where aggressive work is done to reduce recurrent types of losses or those trends with high claims dollars that are either occurring at the Village or are expected for the industry. TOG customizes the type of program that will be utilized for each account based upon the loss experience and exposures that the entity engages in.

For example in the case study for the City of Waukegan found within this document, we utilize a unique risk management outsourcing approach so that the City has a full time person on site whose sole function is to identify loss trends, any associated problems within that system and strategically design the activities that needed to be in place to reduce loss dollars. In that case the risk management program is one where the City realized the return on investment immediately and understands the need for an on- site risk manager who is interfacing daily with departments, counsel and the broker as well as approaching the program encompassing all angles from workers compensation to liability types of exposures. An outsourcing program is not needed at Downers Grove because the Village has an in – house risk manager on site as well as a Human Resource Director so in this case the Village is a few steps ahead of that process.

In light of the fact that there is a risk manager and human resource director on site, TOG recommends that the Village adopt a model where the team approach is used to address the losses that immediately need to be reduced and policies either revamped and/or implemented. The team approach requires the following people work in tandem to achieve the goals: broker, all top level department heads, TPA, legal counsel – liability and workers compensation, risk manager, human resources, finance director, and an independent loss control consultant who works at the behest of TOG for the Village exclusively. The premise is that the team meets on a monthly basis to identify the problem areas that have been an obstacle to reducing losses in the past, revise policies as needed and implement programming based upon the Village's loss history and exposure. TOG provides the loss control consultant to be on site at minimum monthly and as needed to address programming details that are needed such as training and rewriting of policies. TOG becomes intrinsically engaged with the programming in order to shift the trend and install accountability systems quickly to jolt the system into the direction that the Village will want to move.

### **Program Structure**

As respects the type of self insured program that the Village should utilize, we recommend that the Village reduce their current SIR levels in order to place money back into the Village's fund which will allow the Village to use that money for programming needs to fund the necessary training programs that will have huge impacts on loss. One of the major obstacles on a SIR program is that if the program is not properly funded, an entity can find itself in a precarious position where losses are being funded from the general fund as opposed to a structured loss fund where money has been placed incrementally to plan for losses. Once losses are paid from the general fund on an as needed basis, the program begins to deteriorate and the process needs to be revamped. Additionally, we recommend that the Village engage with a carrier that can provide on- site representation for semi - annual stewardship reports as requested and for training assistance in web based format as well as on - site programming as requested. It is imperative that the carrier become apprised of the developments that the Village engages in to address their loss history and becomes an intimate partner with the Village to ease in the pricing negotiation process at time of renewal.

### **10. List any programs specifically designed for the public entity sector and a brief description of those programs:**

TOG routinely and thoroughly reviews and identifies new exposures for our public entity clients; both in terms of risk transfer and risk mitigation. TOG maintains constant communication with the risk manager on developments within the industry that affect pricing and program structure so that the risk manager can assist the Village in customizing the proper type of program needed.

TOG has worked extensively with clients on refining their loss funding process for their self insured programming to ensure that the program is successfully monitored and utilized to maximum effectiveness. TOG has developed varying types of program structures over the many years ranging from first dollar to self insured and retroactive plans as applicable to the entity. We find that complex entities do well on self insured programs when used in conjunction with proper funding and loss control mechanisms. We have developed pools, captives and loss sensitive plans to deal with loss financing.

In the case study on the City of Markham within this document, TOG customized an approach where we brought in independent law enforcement professionals to address the problems we identified within that department's police unit. As such the City was able to recruit a new chief who is also mentored by the professionals and also re - write the police manual and conduct state of the art training on the new policies. TOG thought outside of the traditional formula to provide the City with the customized solution it needed for that specific issue which was the major loss leader that was severely hampering the City's ability to market itself within the market and obtain reasonable pricing on their insurance program.

TOG has a library of over 3000 reports and up to date articles and information on a variety of subjects. We subscribe to multiple websites and periodicals that specifically apply to public entities.

One of our sources allows The Owens Group, Inc. to plug in specific topics for the public entity, gain access to recent information and customize a report for the entity. All news and updates regarding that subject, i.e., “Public Entities”, are automatically sent to our computer and then forwarded to our client via the internet.

Our senior personnel served on many insurance carrier public entity panels that share information about coverage, claims mitigation, and market intelligence which allows us to offer the entity the most competitive and comprehensive programs on a “Just – in-time” basis.

One such panel we have served on for many years is Travelers’ public sector key agents who meet for annual reviews to assist Travelers in designing their program for optimum overall effectiveness for their insured(s).

A cornerstone of service to our clients is the presentation of an annual stewardship report. A stewardship report is an opportunity to review mutually-set objectives, measure progress toward goals, discuss areas of responsibility along with costs and benefits, and forecast the ensuing year.

Through an annual stewardship report, The Owens Group, Inc., summarizes existing insurance and risk management programs in the context of the Village’s entire risk management program, advises of progress of service delivery, advises on external market conditions bi – annually, makes recommendations, and suggestions for improvements, lists summaries of premiums, and communicates loss experience.

The Village can expect a Stewardship Report midway through the policy term. The report can be used in the development and preparation of the Village’s-wide risk management goals and as a tool to support the Village during the budget process.

**Stewardship Report Components:**

- Loss Experience Analysis
- Market Intelligence
- Benchmarking
- Premium Trending and Projections
- Broker Service Delivery Review
- Carrier Service Delivery Review
- Renewal Strategy

**11. Describe your proposed form of compensation (e.g., commission, annual retainer, fee-for-service.) If proposing a fee, include a fee schedule and/or hourly rates over the term of this contract.**

The Village's program is comprised of large deductibles and self insured retentions. As such, this type of program structure is typically excluded from any carrier's contingent compensation arrangement that we have with our contract carriers at TOG.

We request to be compensated on a combination of commission from the carrier for product placement and a fee basis for the loss control and risk management programming. A fee service agreement will be provided if awarded the contract to provide services for the Village. The service agreement outlines what is done for the fee and states the amount of the fee. That document is signed off on by the Village and TOG as an understanding of the work that will be done for the fee. The fee for loss control and Risk Management Services will be \$35,000 per year for a three year contract.

**12. List at least four current public entity clients currently insured by respondent and briefly describe how your firm has made a significant impact on their insurance and risk management program:**

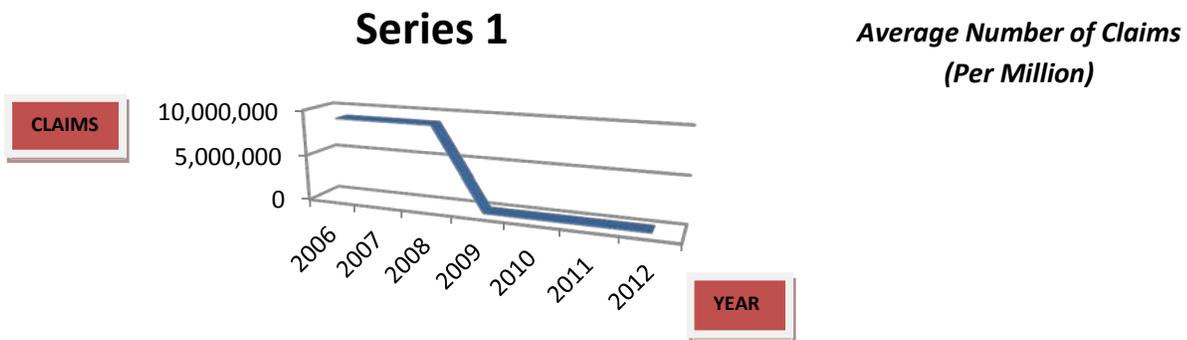
**City of Waukegan**

The City of Waukegan has a population of 90,000+. After three years of saving the City several hundred thousand dollars on their fixed premium cost, The Owens Group, Inc. (TOG) was successful in convincing the City to allow us to perform enterprise risk assessments in several areas of operation that included Human Resource management, police operations and overall departmental risk management. This resulted in the City outsourcing its Human Resource and Risk Management functions to TOG.

At the beginning of the outsourcing project beginning on November 1, 2009, the City was averaging \$6,000,000 per year in claims experience. To date, the return on investment (ROI) is well over \$4,000,000 and the amount continues to grow with each month of work as each month passes. Losses are now averaging less than \$500,000 per year and this is the first time that the City has ever experienced in the years of tracking loss data, no "loss time days" workers compensation figures.

In addition, by implementing a highly focused third party administrator, the City has been able to recover, with outsourcing risk management, well over \$1,000,000 from aggressive claims management from insurance carriers and other entities.

The City was successful in negotiating overall program premium reductions two years in a row for the first time in over ten (10) years. Prior to TOG's involvement the City was experiencing increasing premiums and claims dollars per year without a strategic plan for turning the numbers around. Once TOG implemented the rigorous risk management programming needed to stem the tide of losses, the City was able to properly manage their claims handling procedures, properly address litigation and financial management which has placed the City into a very marketable and favorable position with insurance carriers.

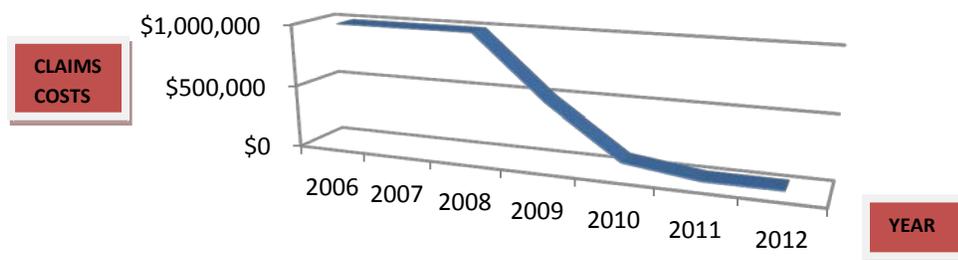


**City of Markham**

The City of Markham has been with The Owens Group for over 20 years and was on a first dollar program over 10 years ago. TOG moved the City to a protected self insured retention program 5 years ago when the City became more focused on risk management. Unfortunately the City's losses experienced a downward trend within a few years of entering into the SIR program. As a result The Owens Group re- engineered the safety and risk management programs that were languishing. TOG established a more tightly run safety committee and established better procedures for the City that have resulted in reduction in claims cost of over 80% from 2007 through present. Liability claims went from \$1.2 million in 2007 down to \$93,000 in 2011. Heretofore the City was experiencing an inordinate number of tough liability claims within the police department. The Owens Group brought in independent professionals from the law enforcement industry to help the City revamp the structure and mission of the police department and in so doing reduced the City's losses over \$1,000,000 since 2007 to present day. Additionally, the City has experienced a reduction by 63% in workers compensation claims since 2007 due to the intense amount of work that is conducted very month.

TOG has a rigorous risk management program in place currently which requires monthly risk management programming, monthly City wide safety meetings with the various departments – TOG is a part of the committee meetings, quarterly loss reviews of all claims activity with the City’s TPA, on - going corrective action with new policies and procedures and mandated monthly training programs within each department. The initial objective was to increase safety awareness and assist with the enhanced responsibility and accountability mandates as respects safety and claims throughout the entire City. That objective was met and is still being worked on through present day with favorable returns on the City’s investment.

***Incurred Liability Average  
& Claims Costs***

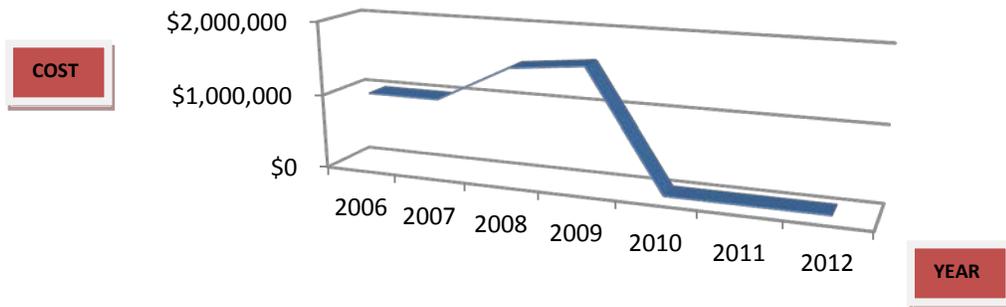


**Village of Carpentersville, IL**

The Village of Carpentersville awarded TOG with the responsibility of administrating its Property & Casualty program in December of 2008. TOG assisted the Village in exiting a pool arrangement where annual fixed costs were averaging upwards of \$2.4 million dollars per year. The Village immediately saved approximately \$500,000 in fixed premium costs by moving to a protected self-insurance program that we recommended. With regard to claims costs within the Village’s retention, costs were averaging \$1.4 million per year. Due to rigorous onsite implementation of policies, procedures and training, the Village is now enjoying total annual claims amounts of less than \$30,000 per year with the average claim dollar per year now at \$12,067. Total savings to date for both fixed and variable cost is approximately \$1,800,000. Additionally, during the Village’s most recent renewal, TOG was successful in helping the Village market an aggressive campaign for insurance coverage with favorable returns from the market. There were multiple carriers bidding for the Village’s insurance which resulted in achieving the Village’s first overall premium reduction

since prior to their entry into a pool arrangement over 20 years ago. The favorable market response was primarily due to the hard work of their risk management program that is still in place today.

***Incurred  
Claims Costs All Lines***



### **The County of Cook, IL**

The County of Cook is comprised of the City of Chicago and many surrounding suburbs. It is the 2<sup>nd</sup> largest County in the United States. The Owens Group, Inc. provided insurance brokerage and risk management services for the County's headquarters located in its 33 story building located in downtown Chicago. TOG was responsible for the coverage of the County's only fully insured location. TOG convinced the County that property and casualty insurance was necessary to protect the interest of the County for its administrative office location.

In 2003, the County experienced a catastrophic fire at its administrative office building starting on the 11<sup>th</sup> floor which spread to several other floors causing seven fatalities. Several other people were injured with significant structural damage to the building. While the fire was ablaze, we notified the insurance carrier's national claims adjuster and immediately dispatched our personnel to the site to coordinate emergency site protection teams. We worked with several legal teams, (Over 50 attorneys were involved), restoration management companies, forensic teams and worked hand – in-hand with the county to oversee the claims auditing services.

As a result of having insurance in place, the County was able to recoup damages from the fire, which were paid by the insurance carriers. The final total loss was approximately \$20,000,000 for property and a \$100,000,000 liability settlement. All claim payments to the County were accurately paid within a reasonable time period. Subsequent to the loss, we coordinated a thorough review of all risk management practices with the insured. All findings were implemented by way of conducting reviews and drills with all invested stakeholders.

**13. Provide the names and contact information for three municipal clients that may be contacted as reference:**

**Client:** Village of Carpentersville  
1200 L. W. Besinger Drive  
Carpentersville, IL 60110  
**Contact:** Mark Rooney  
Village Manager  
**Phone:** 847-426-3439  
**Length of Service:** 5 Years

**Client:** City of Waukegan  
100 N. Martin Luther King Dr.  
Waukegan, IL 60085  
**Contact:** Robert Sabonjian,  
Mayor  
**Phone:** 847-599-2500  
**Length of Service:** 7 Years

**Client** City of Markham  
16313 S. Kedzie Parkway.  
Markham, IL 60428  
**Contact:** David Webb,  
Mayor  
**Phone:** 708-331-4905  
**Length of Service:** 23 Years

**14. Describe your firm's specific qualification to provide an insurance program on par with the current program for the Village of Downers Grove, Illinois and how your firm will achieve the same level of competency:**

Our experienced personnel have over 30 years in the insurance industry. Our staff employs high quality, sophisticated personnel with backgrounds in customer service, claims management and analysis, loss control, risk management and underwriting.

TOG has been in business over 25 years as a privately owned niche specialist. As an example of our expertise in public entity business we have been successful in reducing losses for many entities through our unique hands – on risk management approach. Handling accounts such as the City of Waukegan, the Village of Carpentersville, City of Markham, and Cook County amongst many others, demands that a broker possesses a wide breadth of knowledge and can think in untraditional ways to provide solutions. Our agency does possess the knowledge base needed to handle the Village's exposures, which is very similar to those that we currently work with we are constantly thinking of solutions to resolve problems.

## 15. Describe a product or process that your firm created to improve a client's safety and loss control program:

Loss reduction is based upon both an analytical review of data and a practical review of losses and loss trends. Our technical tools are generated by various loss reports that “paint” a picture of exposures and hazards. Our expertise in individual claims management helps in both a quantitative analysis as well as qualitative review of all claims. We are concerned, equally, with frequency as well as severity.



In conjunction with the risk management processes TOG employs, we have designed a safety calendar that is distributed at the beginning of each year to all departments. It encompasses all training that will be conducted for the entire year including mandated topics that each department must undertake throughout the months. TOG also requires that all departments set goals for the year and those are publicized as well along with the safety calendar.

April 2011

SUN	MON	TUE	WED	THU	FRI	SAT
	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

SAMPLE

TOG

**16. Describe how you firm will assist the Village with its goals of reducing loss frequency and severity. If your recommendations include other subsidiaries/companies or departments to assist with this, describe their purpose and if there an additional cost to the Village:**

TOG will provide the following services for the Village utilizing our in house personnel and an independent loss control consultant. The loss control consultant's fee is a part of the risk management fee that will be assessed to the Village for service as previously mentioned in this document.

Services consist of the following:

- I. On site management inclusive of site assessments, loss control inspection visits throughout the year
  - a. A complete risk assessment will be performed of the operations including international exposure
  - b. After the assessment is completed, a risk management report will be rendered to the risk management department
  - c. The recommendations will be delivered in person to the contact person(s) and can also be downloaded of the client portal accessible 24/7 in order to track the development of the action plans and compliance to our recommendations
  - d. During that process, a transformation report will be generated based upon the findings of the risk assessment
  
- II. Safety Program Development
  - a. will have access to all documents that have been developed as a result of the risk assessment report and those that are needed for self monitoring, tracking, and external reporting purposes
  - b. TOG will review the existing safety manual to assess where there may be gaps or where additional information may need to be included
  - c. The existing manual will be downloaded onto the client portal for access by all employees of the organization on a 24/7 basis
  - d. In addition to the safety manual, all other pertinent safety documents such as self-inspection forms, accident forms, OSHA reporting forms, and OSHA maintenance logs will also be available via client portal for immediate access depending on its relevance of need
  - e. TOG will hold strategy sessions to develop a risk management/ safety calendar that will be available via client portal for access by all to see what safety programs are scheduled for the year and what seminars are mandated/ required by business division or location The calendar assists management with ensuring that all necessary programming is in place for the entire year for the whole operation (this is a proprietary product that was designed and conceptualized by TOG)

- III. Policy & Procedures Review, Revision and Development
  - a. All company safety policies (existing and those to be created) will be posted on the client portal website for immediate access and for training purposes
  - b. TOG will be reviewing the existing policies and will make recommendations for codifying those policies or updating them per recent regulatory information (all of these documents will be available on the client portal)
  - c. Insurance policies will be reviewed annually and checked for accuracy with coverage recommendations and advice made in person to the risk management division – that information will not be available via client portal due to the sensitive nature of the material
  
- IV. Delivery of Best Practices guidelines
  - a. TOG will provide a transformation matrix that addresses the items mentioned in the risk management report according to recommended Best Practices
  
- V. Stewardship reports
  - a. TOG will provide semi- annual reports to Downers Grove 's risk management department and post the reports on the client portal as information permits
  - b. The reports will address the projects underway, claims overview, progress made and challenges or opportunities for improvement within the overall program
  
- VI. Monthly Dashboard Reports
  - a. Dashboard reports on specific items such as claims dollars per month, division, or quarter, number of loss time work days, number of restricted time days per business division/month, OSHA recordable injuries, number of vehicular accidents per month, recent loss activity per month, loss funding amounts, claims per category such as auto, property, general liability, employment practices, etc... will be posted on the client portal for immediate access
  - b. Reports will be generated monthly and delivered direct to the client through the internet system with specific reports also generated for the Finance Department containing information relevant to only that department
  
- VII. Newsletters
  - a. TOG will be providing electronic newsletters to Downers Grove on a monthly basis
  - b. The newsletters will provide up to the minute information about the industry and about new regulation that occurs within the insurance and government sectors
  - c. The newsletter also provides information on recent litigation within the industry and how that may affect
  
- VIII. Claims Reviews & Analysis
  - a. TOG will conduct monthly claims review with Downers Grove for the first year in order to evaluate, benchmark and educate all involved with the claims process
  - b. After the first year, TOG will conduct claim reviews either monthly, every other month or quarterly depending upon need and movement of files
  - c. The purpose of the reviews will be to identify 10 years of trended losses, benchmark the losses, triangulate loss information, develop a paid loss curve in order to predict cash payment in the future track the progress of loss control activities associated with addressing specific causes of losses or groups and update all involved on the ongoing claims progress of specific claims

- d. TOG will be working with Downers Grove, the carriers and as applicable, the States Attorney on settlement issues prior to the cases being settled so that Downers Grove is abreast of the process and approves of the direction that the case is going; Downers Grove will be able to express their concerns during the claims reviews as well as via electronically to TOG prior to settlement in most cases as applicable
- e. Claims reviews will be done either by business unit/ department or broken down by class such as workers compensation versus liability losses, depending on the size of the files
- f. TOG provides recommendations to Downers Grove on the development of the cases and direction that they should pursue if actions are not positively affecting the organization
- g. TOG also in reviewing the past 10 years of losses, examines the potential for Downers Grove to request reimbursement from any previous carriers on loss or claims monies that have exceeded the aggregate amounts as policies permit

**17. Describe your ability to support safety and loss control inspections as requested to provide loss prevention services/training (please include if there are additional costs for this service):**

TOG is committed to providing monthly service to the Village by providing on site representation from the Risk Manager and a dedicated loss control consultant to deliver services, conduct training and assist with redesigning the Village's program. A service agreement will be provided if awarded the contract, which will delineate the services to be provided and the cost for the services. The fee for loss control and Risk Management Services will be \$35,000 per year for a three year contract.

**18. Ability to review certain contracts and /or agreements for insurance requirements, assumption of liability and other risk management issues as requested:**

The Owens Group, Inc. will provide consultation to the Village for the purpose of determining limits, provisions, and types of insurance contracts with contractors and subcontractors to which the Village enters into business. Specifically, we will develop a contractual standards document related to the requirements for contractor certificates of insurance for public entities. Additionally, we recognize that from time to time review and consultation is required for contracts, leases and bonds that the Village is considering with respect to exposure identification, insurance provisions/requirements, and indemnification/hold harmless issues. It is important to note that any such advice is not legal counsel and as such should not be considered legal advice. TOG reviews the documents from an insurance coverage and liability standpoint.

**19. Account Team: Name of principal and alternate, their experience and qualifications. People listed must be physically officed in the facility that will service the Village of Downers Grove and a short biography of each individual should be attached.**

**PRINCIPAL:** William Owens, President/CEO  
**ALTERNATE:** Valary Lewis, ARM -Vice President Risk Management

## **William H. Owens**

*President and Chief Executive Officer*

### **Background:**

Bill Owens began his insurance brokerage career at Arthur J. Gallagher in 1983. Following 6 years of building a diverse book of business, Mr. Owens branched off and created The Owens Group, Inc. in 1989. Since that time, Mr. Owens has developed a public entity and non-profit specialty serving the Chicago land and primarily Midwest region. Mr. Owens is an expert in insurance product knowledge and designing risk management solutions that maximize public entity satisfaction.

### **Municipality Specialty:**

- 27 Years, Public Entity Insurance Broker
- Expert in Designing Risk Financing Strategy
- Extensive Knowledge of Public Entity Insurance Market

### **Education:**

- B.S., Business Administration, DePaul University

### **Accomplishments:**

- Successfully implemented a reinsurance program for governmental liability pool in Indiana
- Designed a one-of-a-kind, multi-year (5 yr), integrated risk financing program producing over significant premium savings
- Successfully implemented Property & Casualty program for the 1996 National Democratic Convention, Chicago.

### **Other:**

- C12 Member-Christian Business Group
- Former President - Chicago Board of Underwriters
- Former Chairman - Hales Franciscan High School
- Public Risk Management Association(PRIMA) - Member & Speaker
- Board Member - Athletes Against Drugs
- PEAC Agent (Strategic planning sections for peak performing Public Sector Select Agents)

## **Valary Lewis, ARM**

*Vice President, Risk Management & Loss Control, Key Individual*

### **Background:**

Valary Lewis began her career in 1988 as a loss control representative for the St. Paul Insurance Companies and later performed loss control services with The Chubb Group Company. Valary then transitioned to account management with a major Midwest brokerage before joining The Owens Group, Inc. Mrs. Lewis combines her extensive loss control experience with her knowledge of insurance coverage and client servicing.

### **Experience:**

- 22 Years, Insurance Industry Experience
- Specialist – Account oversight in Public Entity, Fleet, Workers Compensation, and General Industry.
- Loss Control and Account Management Experience

### **Education:**

- A.R.M., Associate in Risk Management, Insurance Institute of America
- B.S., Bachelors of Science, Penn State University

### **Accomplishments:**

- Developed safety programs and modules for fleet and workers compensation programs
- Significantly reduced loss costs within months of implementing enterprise risk management methods and programs
- Implemented litigation management program resulting in significant loss savings
- Oversees outsourced Risk Management and Human Resource Programs at medium to large-sized municipalities.
- Performs loss control inspections, develops safety programs and administers training programs for small to large-sized, multi-line accounts in the fields of Fortune 500 companies, municipal entities, and non-profit accounts.
- Structured a complex, property, layering program for Fortune 500 Client during a hard market.
- Introduced and incorporated the merger of loss control and account management to successfully round out account management from a holistic risk management perspective.
- Effectively designed self-insured risk management programs for several public entity clients reducing variable (loss) costs and premiums.

### **Other:**

- OSHA 10 Hour Certification
- Trainer- Specialty: Auto Liability, General Liability and Workers Compensation Related

**V. PROPOSAL/CONTRACT FORM**

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award**

**PROPOSER:**

The Owens Group, Inc. \_\_\_\_\_

**Company Name**

19 S LaSalle St. Suite 500 \_\_\_\_\_

**Street Address of Company**

Chicago, IL 60603 \_\_\_\_\_

**City, State, Zip**

312-368-5110 \_\_\_\_\_

**Business Phone**

312-368-5113 \_\_\_\_\_

**Fax**

**Date:** 02-09-2012 \_\_\_\_\_

wowens@toginsrisk.com \_\_\_\_\_

**Email Address**

William H. Owens, III \_\_\_\_\_

**Contact Name (Print)**

312-315-6612 \_\_\_\_\_

**13-Hour Telephone**

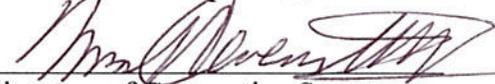


**Signature of Officer, Partner or Sole Proprietor**

William H. Owens, III CEO/President \_\_\_\_\_

**Print Name & Title**

ATTEST: If a Corporation



**Signature of Corporation Secretary**

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



**VENDOR W-9 REQUEST FORM**

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

**NAME:** The Owens Group, Inc.  
**ADDRESS:** 19 S LaSalle St. Suite 500  
**CITY:** Chicago  
**STATE:** IL  
**ZIP:** 60603  
**PHONE:** 312-368-5110      **FAX:** 312-368-5113  
**TAX ID #(TIN):** 36-3664670

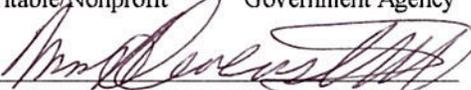
(If you are supplying a social security number, please give your full name)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

**NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_  
**STATE:** \_\_\_\_\_      **ZIP:** \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

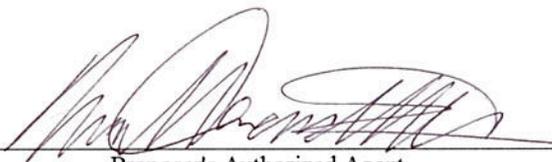
- |                      |   |
|----------------------|---|
| Individual           | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor      | Limited Liability Company-Partnership                 |
| Partnership          | Limited Liability Company-Corporation                 |
| Medical              | <u>Corporation</u>                                    |
| Charitable/Nonprofit | Government Agency                                     |

**SIGNATURE:**       **DATE:** 02-09-2012

**PROPOSER'S CERTIFICATION (page 1 of 3)**

With regard to RFP # 0-8-2012/TT, proposer The Owens Group, Inc hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for payment of all such taxes that are due and Prosper is in compliance with the agreement.

BY:   
Proposer's Authorized Agent

3	6	3	6	6	4	6	7	0
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**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 6 day of Feb, 2012.  
  
Notary Public)



State of Illinois County of Cook  
This instrument was acknowledged before me on Feb. 6-2012 (Date) by  
William H Owens III

**PROPOSER'S CERTIFICATION** (page 2 of 3)

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois \_\_\_\_\_, which operates under the Legal name of \_\_\_\_\_ TOG, Inc. DBA The Owens Group, Inc \_\_\_\_\_, and the full names of its Officers are as follows:

President: \_\_\_\_\_ William H. Owens, III \_\_\_\_\_

Secretary: \_\_\_\_\_ William H. Owens, III \_\_\_\_\_

Treasurer: \_\_\_\_\_

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

**(c) Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_ NA \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

**PROPOSER'S CERTIFICATION** (page 3 of 3)

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name The Owens Group, Inc.

Agent William H. Owens III

Street Address 19 S. LaSalle Ste 500

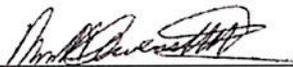
City, State, Zip Code Chicago, IL, 60603

Telephone Number 312-780-1431

**I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.**

Print Name of Company: The Owens Group, Inc.

Print Name and Title of Authorizing Signature: William H. Owens, III President/CEO

Signature: 

Date: 02-06-2012

**Suspension or Debarment Certificate**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

**If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.**

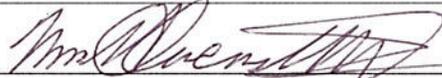
Company Name: The Owens Group, Inc.

Address: 19 S. LaSalle St Suite 500

City: Chicago, IL Zip Code: 60603

Telephone: ( 312 ) 368-5110 Fax Number: ( 312 ) 368-5113

E-mail Address: theowensgroupinc@toginsrisk.com

Authorized Company Signature: 

Print Signature Name: William H. Owens, III Title of Official: CEO/President

Date: 02-09-2012

**Campaign Disclosure Certificate**

**CAMPAIGN DISCLOSURE  
CERTIFICATE**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

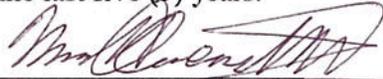
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.



William H. Owens, III

Signature

Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name