



GARY SANITARY DISTRICT

Request for Proposals

Solicitation For: INSURANCE BROKER AND CONSULTANT

Response Due Date: May 6, 2024 at 12:00 P.M. (NOON)

Gary Sanitary District
3600 W. 3rd Ave.
Gary, IN 46406

SECTION ONE
GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

In accordance with Indiana statute, including Ind. Code Chapters 5-22-6 and 5-22-9, Gary Sanitary District (hereinafter, “GSD”) is requesting sealed proposals for the provision of contract services by an Insurance Broker and Consultant. It is the intent of GSD to solicit responses to this Request for Proposals (RFP) in accordance with the statements, proposal preparation section, and specifications contained or referenced in this document. This RFP will be made available via email requests directed to Willette Lee (willette@garysan.com) on or after 9:00 A.M. local time on April 2, 2024. Copies of the RFP will also be made available at or after 9:00 A.M. local time on April 2, 2024 at the GSD Wastewater Treatment Plant, located at 3600 E. 3rd Ave., Gary, IN 46406, and may be obtained at that location. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

*****PLEASE NOTE: All Respondents who obtain a copy of this RFP *must* immediately provide an email address to willette@garysan.com. Failure to do so may prevent or delay a Respondent from receiving clarifications, updates, or supplemental information relating to this RFP.*****

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

Award Recommendation	GSD’s summary of the solicitation and suggestion on contractor selection for the purposes of beginning contract negotiations.
Contract Award	The acceptance of the GSD Award Recommendation by the Board of Sanitary Commissioners.
Contractor	Any successful Respondent selected as a result of the procurement process to deliver the services requested by this RFP.
IAC	Indiana Administrative Code
IC	Indiana Code

Proposal	An offer, as defined in IC 5-22-2-17.
Respondent	An offeror, as defined in IC 5-22-2-18. GSD will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the Respondent who will be ultimately responsible for performance of the contract.
Services	Work to be performed as specified in this RFP

1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a contractor who can satisfy GSD’s need for an Insurance Broker and Consultant, with the requisite expertise and qualifications to effectively and efficiently perform the services traditionally associated with such a position, as set forth in more detail in the attached Specifications.

1.4 SUMMARY OF SCOPE OF SERVICES

In general, the Services contemplated by this RFP consist of locating and procuring various insurance policies for the benefit and protection of GSD and its employees, and performing the necessary risk analysis and market research in order to ensure that GSD’s interests are fully protected in the most cost-efficient and financially advantageous manner possible. Further information regarding the scope and nature of the Services may be found in the Specifications attached hereto as Attachment A.

1.5 RFP OUTLINE

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the services being solicited by GSD via this RFP
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP, including a Letter of Transmittal, Business Proposal, and Cost Proposal.
Section 3 – Proposal Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate Respondents’ proposals.
Attachment A	Specifications
Attachment B	Sample Contract (NOTE: the Sample Contract is provided for reference only, and may be modified or revised prior to final approval and award)
Attachment C	Business Proposal Template
Attachment D	Q&A Template
Attachment E	Reference Check Form

1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing by the deadline of April 22, 2024 at 4:00 P.M. Questions/Inquiries must be submitted on the form provided in Attachment D, Q&A Template, via hand delivery at or certified mail to Gary Sanitary District, 3600 W. 3rd Ave., Gary, IN 46406, ATTN.: Willette Lee, or via email to Willette Lee (willette@garysan.com), with copy to Atty. Jewell Harris, Jr. (jharris@harrislawfirmpc.net), and must be received at or prior to the time and date indicated above.

Following the submission of a question pursuant to this section, the Board Attorney for GSD will provide a response, including reference to the specific question, that will be copied to all parties who have obtained a copy of the RFP. Respondents who fail to provide an email address as noted in Section 1.1 of this RFP will not receive copies of the questions and responses. The questions will be compiled by GSD and submitted to the Board Attorney on April 23, 2024, and responses will be forwarded, no later than 4:00 P.M. on April 29, 2024, to all Respondents who have provided an email address.

Only answers transmitted via email from Atty. Jewell Harris, Jr. (jharris@harrislawfirmpc.net) will be considered official and valid. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any GSD employee, agent, or Commissioner. Inquiries by a Respondent or prospective Respondent directed to any employee or official of the City of Gary, GSD, or any member of the GSD Board of Sanitary Commissioners, other than those points of contact specifically mentioned herein, are strictly prohibited; such action may disqualify a Respondent or prospective Respondent from consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be emailed to every person or entity who has requested a copy of the RFP. If such addenda issuance is necessary, GSD may extend the due date and time of proposals to accommodate such revisions or additional information requests.

1.7 DUE DATE FOR PROPOSALS

All proposals must be received by GSD at the GSD Administrative Offices, located at 3600 W. 3rd Ave., Gary, IN 46406, via mail, courier, or hand delivery, no later than 12:00 P.M. (NOON) on May 6, 2024. Each Respondent must submit one original USB Flash drive (marked "Original") and three (3) complete copies on USB Flash drives of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. The original USB Flash drive will be considered the official response in evaluating responses for scoring and protest resolution. The Respondent's proposal response, as submitted, may be posted on the GSD website if recommended for selection. Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those essential to present a complete and effective proposal, are not desired.

All proposals must be addressed to:

Gary Sanitary District
3600 W. 3rd Ave.
Gary, IN 46406

It is the responsibility of the Respondent to make sure that solicitation responses are received by GSD on or before the designated time and date. Late submissions will not be accepted. Submissions will be time-stamped by Willette Lee at the time of receipt, and the Gary Sanitary District employee timekeeping system shall be the official timekeeping device for all submissions.

All proposal packages must be sealed and clearly marked with the RFP title, due date, and time due. GSD will not accept any unsealed proposals. Any proposal received by GSD after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed. No more than one proposal per Respondent may be submitted.

GSD accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.8 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to proposals submitted in response to this RFP may only be made in a manner and format consistent with the submittal of the original proposal and acceptable to GSD, and must be clearly identified as a modification.

A Respondent, or its authorized representative, may withdraw its proposal, in person, at any time prior to the due date. Proper documentation to confirm the identity and authority of the representative will be required before GSD will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal after the exact hour and date specified for receipt of proposals will not be considered.

1.9 PRICING

Pricing on this RFP must be firm and must be offered for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put a proposal at risk of disqualification.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

1.10 PROPOSAL CLARIFICATIONS AND DISCUSSIONS

GSD reserves the right to request clarifications from the Respondent to any proposal submitted in response to this RFP. GSD also reserves the right, pursuant to IC 5-22-9-6, 9, and 10, to conduct proposal discussions and/or negotiations, either oral or written, with one or more Respondents at

any time after the deadline for submission of proposals.

These discussions may include, but shall not be limited to, requests for additional information, requests for qualifications or additional references, and/or requests for cost or technical proposal revision. Additionally, in conducting discussions, GSD may use information derived from proposals submitted by competing Respondents; consistently with IC 5-22-9-6, 9, and 10, however, GSD shall use this information only if the identity of the Respondent providing the information will not be disclosed to other Respondents in the process. GSD will provide equivalent information to all Respondents which have been chosen for discussions. Discussions, along with negotiations with responsible Respondents, may be conducted for any appropriate purpose at the discretion of GSD.

GSD will schedule all discussions. Any information gathered through oral discussions must be reduced to writing.

1.11 TYPE AND TERM OF CONTRACT; CONTRACT NEGOTIATIONS

GSD intends to sign a contract with a Respondent for performance of the services described in this RFP. A sample contract is provided in Attachment B. If a Respondent intends to request changes to the sample contract, a copy of the sample contract with the proposed changes included must be submitted with that Respondent's proposal. (See Section 2.3.5 of this RFP for further details). GSD reserves the right to reject any requested changes to the sample contract. It is GSD's expectation that any negotiations or discussions regarding material elements of the contract will be substantially finalized prior to contract award.

The initial term of the contract shall be one (1) year from the date of contract, unless GSD and the selected Respondent agree otherwise. At the end of the initial contract term, renewal options may be offered by GSD at its sole and exclusive discretion, dependent in part upon the Contractor's performance during the contract term and the Contractor's ability to continue at the current contract price.

1.12 BEST AND FINAL OFFER

GSD may request best and final offers from any or all Respondents determined to be responsible, responsive and sufficiently qualified and viable for a contract award. However, GSD reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of best and final offers, if requested, GSD may select for final contract negotiations and execution the offer that is most advantageous to GSD, considering cost and the evaluation criteria contained in Section 3 of this RFP. GSD may also elect to reject all proposals at that time.

1.13 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. The

responses are deemed to be “public records” unless a specific provision of IC 5-14-3 protects them from disclosure. Respondents claiming a statutory exception to public disclosure must indicate in the Transmittal Letter which specific provision that the Respondent believes is applicable to which specific part of the response. Confidential information must also be clearly marked in a separate folder on any included USB. Please note, citing “Confidential” on an entire section is not sufficient. The Indiana Office of the Public Access Counselor (PAC) provides guidance on APRA.

If the Respondent does not identify any statutory exception to public disclosure, GSD will not consider the submission confidential. GSD also reserves the right to seek the opinion of the PAC for guidance with regard to the applicability of the cited exception.

1.14 COMPLIANCE CERTIFICATION

Proposals submitted in response to this RFP serve as a representation that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by GSD, the City of Gary, the State of Indiana, the United States Government, or any other state government, and it agrees that it will immediately notify GSD of any such actions should they arise during evaluation of the Respondent’s proposal.

1.15 EQUAL OPPORTUNITY STATEMENT

In the process of evaluating proposals and awarding the contract contemplated herein, GSD intends to comply with the equal opportunity provisions contained in Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, 42 U.S.C. §1981, Title 5, Article 22 of the Indiana Code, Title 22, Article 9 of the Indiana Code, and Chapter 2, Article XII of the Municipal Code of the City of Gary, to the extent that they are applicable to this RFP and contract award.

1.16 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team’s findings.

Key RFP Dates

Activity	Date
Issuance of RFP	April 2, 2024
Deadline to Submit Written Questions	April 22, 2024
Response to Written Questions/RFP Amendments	April 29, 2024
Submission of Proposals	May 6, 2024 (12:00 P.M.)

<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	May 7, 2024 – May 14, 2024
Proposal Discussions/Clarifications (if necessary)	On or before May 14, 2024
Interviews (if necessary)	May 15, 2024 – May 16, 2024
Best and Final Offers (if necessary)	On or before May 17, 2024
RFP Award Recommendation	May 20, 2024

1.17 CONFLICT OF INTEREST

Any person, firm or entity that has assisted with and/or participated in the preparation of this RFP solicitation document is prohibited from submitting a proposal responsive to this specific RFP. For the purposes of this RFP, “person” means any individual or entity working with or advising GSD or the City of Gary regarding, or involved in the preparation of, this RFP solicitation document. This prohibition would also apply to an entity which currently employs, or has employed within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- Electronic copies of a proposal submitted should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc., must be separate standalone electronic files if the proposal is submitted electronically. Proposals should not be submitted as one large file.
- Whenever possible, all attachments should be submitted in their original format.
- Confidential Information must also be clearly marked in a separate folder/file.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirements Listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements or conditions listed in Section 1.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to perform the services which are the subject of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the conditions set forth in the sample contract.

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can

certify that the information offered in the proposal meets all general conditions, including the information requested in Section 2.3.4, must sign the Transmittal Letter. In the Transmittal Letter, Respondent must indicate the principal contact information for matters relating to the proposal, including an address, telephone and fax number, and an email address.

2.2.4 Respondent Notification

Unless otherwise specified or requested in the Transmittal Letter, Respondent will be notified via e-mail with regard to any questions, clarifications, or determinations by GSD.

It is Respondent's obligation to notify GSD of any changes in any address that may occur during the pendency of this solicitation and/or the evaluation of proposals. GSD will not be held responsible for miscommunication resulting from incorrect contractor/contractor addresses.

2.2.5 Confidential Information

For all information which a Respondent intends to classify as confidential, the Respondent must provide the following supplemental information:

- A list of all documents, or sections of documents, for which statutory exemptions to APRA are being claimed;
- A specific citation to the statutory exception from APRA which applies for each document, or section of the document; and
- If possible, a separate redacted (for public release) version of the document.

2.3 BUSINESS PROPOSAL

2.3.1 Statement of Qualifications

Respondent should provide a general statement, on the form included as Attachment "C," of its qualifications, certifications, and related experience and expertise which confirms Respondent's qualification to perform the services described in the project specifications (see Attachment "A").

2.3.2 Contract Terms/Clauses

A sample contract for services is provided in Attachment "B." It is GSD's expectation that the final contract will be substantially similar to the sample contract provided in Attachment "B." If a clause is not acceptable as worded, Respondent should suggest specific alternative wording to address its concerns with the specific clause. Further, if a Respondent wishes to propose additional contract terms, they should be included in this section. GSD reserves the right to reject any and all of these requested changes.

This RFP, or any portion thereof, and Respondent's proposal, or any portion thereof,

may be incorporated as part of the final contract.

2.3.3 References

Reference information is to be provided on Attachment “E.” Respondent should complete the reference information portion of the Attachment “E,” which includes the name, title, and phone/fax numbers of a person who may be contacted for further information if GSD elects to do so. GSD should receive at least two (2) references from clients or other entities for whom the Respondent has provided services that are the same or similar to the services requested in this RFP.

2.3.4 Cost Proposal

Respondent shall provide a list or schedule of hourly fees, as applicable, for performance of various aspects of the Services. Alternatively, Respondent may itemize a varying fee or rate for performance of different services, or may propose a flat rate to cover all services.

2.3.5 Evidence of Financial Responsibility

This section will require the Respondent to provide evidence of financial responsibility, to the extent that Respondent’s cash flow and current obligations will allow Respondent to effectively perform the Services if selected to do so.

Notwithstanding any other provision relating to the beginning of the contract term, no contract will become effective until satisfactory evidence of financial responsibility is presented.

2.3.6 Certification of DBE/WBE/MBE and/or Local Business Entity status

Contractor must provide any and all necessary certifications to establish its status as a DBE/WBE/MBE, and/or records of the Secretary of State establishing its status as a Local Business Entity (corporate address or principal place of business within the territorial limits of the City of Gary).

**SECTION THREE
PROPOSAL EVALUATION**

3.1 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Cost (Cost Proposal)	60 available points
3. Familiarity with Performance of Services for Municipal Entities and/or Municipal Sanitary District (Business and Technical Proposal)	20 available points
5. Local Business Entity Status	10 available points
6. DBE/MBE/WBE Status	10 available points
Total	100 available points

3.2 PROPOSAL EVALUATION PROCEDURE

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

Step 1

Proposals will be evaluated only against criteria noted in Category 1, to ensure that they adhere to all mandatory and compliance requirements set forth in previous sections of this RFP. Any proposals not meeting any mandatory requirement will be disqualified.

Step 2

The proposals that meet the mandatory requirements will then be scored based on Criteria 2-6. This scoring will have a maximum possible score of 100. All proposals will be ranked on the basis of their combined scores for Criteria 2-6. This ranking will be used to create a “short list.” Any proposal not making the “short list” will not be considered for any further evaluation.

Step 3

The “short-listed” proposals will then be re-evaluated based on all of the evaluation criteria outlined in the table above. The “short-listed” proposals may be re-scored using the 100-point scale at this time. Step 3 may also include one or more rounds of proposal discussions, oral presentations, interviews, clarifications, or conferences focused on cost and other proposal elements.

Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to GSD, taking into account all of the evaluation factors, may be selected by GSD for further action, such as contract negotiations. If, however, GSD decides that no proposal is satisfactory or sufficiently advantageous to it, GSD may elect to reject all proposals and take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected but the parties are unable to reach agreement on material contract terms, GSD may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

ATTACHMENT A: PROJECT SPECIFICATIONS **AND SCOPE OF SERVICES**

The selected Respondent will be responsible for the marketing, evaluation, and service of insurance placements on behalf of GSD. The selected Respondent will also consult on coverage interpretation, risk reduction strategy, regulatory compliance with local, state, and national authorities, and cost recovery associated with damages to GSD property or claims brought against the GSD.

The selected Respondent shall provide, at a minimum, the following services. If any additional services are to be included, at Respondent's discretion, in any Respondent's proposed fee, those additional services must be outlined and described in that Respondent's Proposal.

1. Prepare annual marketing strategy reports identifying anticipated market conditions and proposing a marketing strategy for GSD's major loss exposure areas prior to policy renewal.
2. Assist in developing underwriting data and specifications for renewal negotiations.
3. Assist in providing value trends for property insurance.
4. Select insurance markets and evaluate coverage quotations.
5. Market insurance policies, including preparation of quality marketing submissions and development of coverage specifications.
6. Provide advice to GSD Administration on ways to strengthen GSD loss prevention and safety programs.
7. Obtain bids from the insurance industry and negotiate the best terms and coverage for the various exposure areas.
8. Fully document marketing of insurance coverages, including declinations received from insurance carriers.
9. Exhibit the knowledge of and willingness to work with alternative risk coverage providers.
10. Evaluate the commitment and financial stability of insurance companies or alternative coverage providers and make recommendations to the GSD Administration.

11. Service existing insurance policies by tendering losses, reviewing coverage issues, assisting in collection of losses, reporting values, issuing Certificates of Insurance as needed, processing policy changes, and providing additional policy-related services and modifications in a timely manner.
12. Assist with coverage and claim disputes.
13. Schedule quarterly meetings with the GSD Administration to discuss loss control issues, exposure changes, and general administrative matters.
14. Analyze the GSD's exposure to loss and adequacy of coverage, and develop options on coverage not presently purchased by the GSD.
15. Prepare an annual report including a schedule of policies in force, coverage provisions, premiums, insurance claims experience for the prior policy year and recommendations for possible adjustments to insurance coverage for the next policy year. The report should provide a summary of broker support services rendered during the prior year, with recommendations for broker services recommended for the subsequent year.
16. Provide research and prompt response to insurance and risk management questions from the GSD Administration concerning contracts or new exposures.
17. Provide other services that are normally and customarily required of a public sector insurance broker.
18. Respond to communications the same business day in general; if not practicable, response should be within twenty-four hours.
19. Have key personnel available between 8:00 A.M. and 4:30 P.M. Central Standard Time.
20. Facilitate an annual stewardship report to and meeting with the GSD Administration and other officials as needed.
21. Give advice on preparing a renewal calendar. Meet or exceed the GSD's time expectations and renewal calendar.
22. Coordinate, attend and participate in carrier loss control surveys and underwriter visits.
23. Make educational presentations to GSD staff, if needed, on requested topics.

ATTACHMENT B: SAMPLE CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES: INSURANCE BROKER AND CONSULTANT GARY SANITARY DISTRICT

WHEREAS, Gary Sanitary District (hereinafter, “GSD”), by and through its Board of Sanitary Commissioners (hereinafter, “the Board”) wishes to employ a contractor for performance of certain professional services, specifically in the nature of an insurance broker and consultant, as described more fully herein; and

WHEREAS, _____ (hereinafter, “Contractor”) desires to perform said professional services for GSD as an independent contractor, and pursuant to the terms and conditions contained herein;

This CONTRACT FOR PROFESSIONAL SERVICES (hereinafter, “Agreement”) is entered into on this ____ day of _____, 2024, and effective _____, by and between Contractor and GSD.

NOW, THEREFORE, GSD and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. PERFORMANCE

It shall be the responsibility of Contractor to provide all professional services, and specifically those defined within the Scope of Services herein, within its field of expertise and capability, to GSD as requested of Contractor by GSD. Contractor shall complete each such task as expeditiously as reasonably possible under all of the then-existing circumstances unless otherwise instructed by GSD.

2. SCOPE OF SERVICE

Contractor shall do, perform, and carry out in a good and professional manner, the services commonly associated with an Insurance Broker and Consultant, as set forth with greater particularity in Exhibit “A,” attached hereto.

GSD shall provide Contractor written notice of additional tasks, if any, it wishes Contractor to perform. Contractor shall provide, upon request, a reasonably accurate estimate of the cost for it to complete any task, which must be approved by GSD pursuant to its standard policies prior to commencement of the task by Contractor. Contractor shall perform all tasks requested in writing by GSD except, or unless, Contractor immediately advises GSD in writing of its reasons for refusing to do so. GSD’s Executive Director or Board President may make the request to Contractor to perform a task. Such changes to the originally-defined Scope of Service shall be made only upon written approval of both parties.

ATTACHMENT B: SAMPLE CONTRACT

3. INDEMNIFICATION

Contractor shall maintain in effect a general liability and errors and omissions insurance policy in the amount of at least \$1,000,000 insuring against risk of loss and claims resulting from Contractor's conduct and/or the conduct of Contractor's employees and/or agents. Contractor shall indemnify and hold GSD and its employees, contractors, and agents harmless from and against any claims, demands, losses, damages, and expenses (i) related to bodily injury or death of any person or damage to property resulting from the negligent or willful acts or omissions of Contractor and/or Contractor's employees and/or agents, (ii) resulting from any claim that Contractor is not an independent contractor, (iii) resulting from a breach by Contractor and/or Contractor's employees and/or agents of Contractor's covenants or obligations under this Agreement, and/or (iv) related to or resulting from any negligent or intentional act performed by Contractor and/or Contractor's employees and/or agents in the scope of performing Contractor's duties under this Contract. In no event shall GSD be liable for any consequential, incidental, or punitive damages, losses, or expenses in any such circumstance, even if it has been advised of their possible existence.

GSD shall similarly indemnify and hold the Contractor harmless from any claim or loss resulting from the conduct of GSD's officials, employees, agents, or other contractors; however, GSD's obligation to indemnify hereunder shall be limited in substance by state and federal statutes and constitutional provisions designed to protect the exposure and liability of GSD as a political subdivision of the State of Indiana or otherwise (e.g., actions and conditions as to which GSD is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, Article 11, Section 12 of the Indiana Constitution, the 11th Amendment of the Constitution of the United States, and the continued ability to defeat a claim by reason of contributory negligence or fault of a claimant), so that GSD's liability to indemnify, defend and hold harmless hereunder shall not in any case exceed what might have been its liability to a claimant had GSD been sued directly by the claimant in Indiana and all appropriate defenses had been raised by GSD.

4. TERM AND RENEWAL OF AGREEMENT

This Agreement is made effective as of _____ and shall remain in effect through _____ or until terminated by either party as provided for herein. This Agreement may be renewed for future years as mutually agreed upon by both parties in writing.

5. COMPENSATION AND PAYMENT

Contractor shall be compensated for services as follows, and pursuant to timely submitted invoices to GSD:

- A. GSD will pay Contractor on an (hourly/flat rate) basis, (according to the number of hours worked by Contractor/in exchange for work performed by Contractor) on the tasks assigned to it as itemized on Contractor's written invoices. The (hourly rate/flat fee) payable to Contractor shall be (_____ per hour/_____ per

ATTACHMENT B: SAMPLE CONTRACT

month/year, payable in monthly increments).

- B. The total of Contractor's billings, through and including December 31, 2024, shall not exceed \$ _____ without further approval by the GSD Board of Sanitary Commissioners.

All payments tendered to Contractor shall be made upon submission of a written invoice to GSD. Contractor shall submit invoices to GSD on a monthly basis. Payments for services rendered shall be made in accordance with said billing. Invoices shall be deemed due upon receipt, and payment shall be made within thirty (30) days after receipt by the GSD.

6. PERSONNEL

Contractor represents that it:

- A. will personally perform and provide all tasks and services contemplated herein; or
- B. will secure at its own expense, all personnel required for performance of services pursuant to this Agreement.

Neither Contractor nor, if applicable, Contractor's personnel, shall be considered employees of GSD. All of the services required under this contract will be performed by Contractor or Contractor's personnel, acting as independent contractors, unless GSD gives written permission to Contractor to subcontract the services. GSD shall have the right to approve all subcontractors, but such consent shall not be unreasonably withheld. All of Contractor's personnel or subcontractors shall be fully qualified and, to the extent required by law, rule, regulation or ordinance, licensed and/or permitted.

Contractor further warrants as follows with regard to the employment of personnel for performance of services as defined herein:

- A. That in the hiring of employees for the performance of work under the contract or any subcontract thereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. That no contractor, nor any subcontractor, nor any person on Contractor's behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, religion, color, sex, national origin or ancestry;
- C. That there may be deducted from the amount payable to the contractor by GSD under the contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

ATTACHMENT B: SAMPLE CONTRACT

- D. That the contract may be cancelled or terminated by GSD, and all money due or to become due thereunder may be forfeited, for any violation of the terms or conditions of this section of the contract.

7. COOPERATION BETWEEN GSD AND CONTRACTOR

In order for Contractor's services to be productive and effective and for GSD to obtain the maximum benefit therefrom, there must be a mutually cooperative effort on the part of GSD and Contractor. GSD shall therefore provide Contractor full access to all available plans, reports, records, statements, personnel files, and other similar data relative to the task it is assigned.

Upon request, GSD shall also provide Contractor with personnel and/or any reasonably necessary accommodations at GSD's facilities which are deemed by Contractor to be essential to the provision of services.

GSD's decisions, approvals, reviews, and responses shall be communicated to the Contractor in a timely manner so as not to delay the performance of the services. Comments, if from a committee or multiple interested entities, must be a consolidation of all comments in order to provide clear direction to the Contractor and to avoid delays.

8. PROHIBITED CONDUCT

GSD shall not knowingly request Contractor to perform any act or service that is in violation of any state or federal law, rule or regulation, nor shall Contractor engage in any such conduct unless a waiver is first obtained from the appropriate state or federal agency. Contractor shall apprise GSD of any and all such conduct with regard to GSD's business as soon as it becomes aware of it.

GSD shall have the right to prohibit Contractor from engaging in activity it deems in conflict of interest with GSD employment pursuant to this Agreement.

9. TERMINATION

GSD may terminate this Agreement for any reason by giving thirty (30) days' written notice of intention to do so to Contractor. Upon receiving such notice from GSD, Contractor shall cease performance except to the extent necessary to protect GSD's interest in any matter. Upon receipt of such notice, Contractor shall cooperate with whomsoever GSD nominates to take over Contractor's responsibilities. Contractor shall be paid for all variable services performed in carrying out its responsibilities after receiving notice of termination and GSD reserves the right to obtain from Contractor any of its files or other items to which it is entitled.

Contractor may terminate this Agreement for any reason upon giving GSD thirty (30) days' written notice of intention to do so. Upon receiving written notice from Contractor, GSD will make reasonable efforts to secure the services of another similar contractor, and

ATTACHMENT B: SAMPLE CONTRACT

Contractor will continue to provide services until such time as GSD is able to secure the same. Contractor will be paid in accordance with this Agreement for any and all services performed for GSD.

10. MODIFICATION AND SEVERABILITY

This Agreement represents the entire understanding between the parties, and modifications of this Agreement shall not be effective unless reduced to writing and signed by both parties. In the event that any portion or portions of this Agreement are found to be void or voidable, such portions shall be stricken, and the remaining portions of the agreement shall be enforceable.

11. SUBCONTRACTING

Contractor may not subcontract any part of the work covered herein without prior written consent of GSD.

12. FINES OR SANCTIONS

Contractor shall be responsible for paying any fines or sanction penalties which any judge, or administrative board, or administrative agency orders Contractor to pay by reason of actions of Contractor in violation of applicable statutes, procedural rules, rules of professional conduct, or rules of administrative entities.

13. NOTICE

Any notice, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties hereto in the United States mail, postage prepaid, to the addresses noted below:

If to GSD:

Gary Sanitary District
3600 W. 3rd Ave.
Gary, IN 46406

If to Contractor:

With Copy To:

Atty. Jewell Harris, Jr.
Harris Law Firm, P.C.
11410 Broadway
Crown Point, IN 46307

ATTACHMENT B: SAMPLE CONTRACT

14. WAIVER OF CONTRACT PROVISIONS

Subject to applicable law, any right or remedy which GSD may have under this contract may be waived in writing by the GSD by a formal waiver, if in the judgment of the GSD, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

However, in no event shall the making by GSD of any payment to Contractor constitute or be construed as a waiver by the GSD of any breach of covenant, or any default which may then exist, on the part of Contractor, and the making of any such payment by GSD while any such breach or default exists shall in no way impair or prejudice any right or remedy available to GSD in respect to such breach or default.

15. WORK PRODUCT

Under this Agreement, all documents and other materials, including, but not limited to, files, records, pleadings, documents and exhibits received or generated by Contractor within the scope and during the course of its performance under this Agreement shall be the property of GSD, unless otherwise agreed to by a separate written agreement executed by both parties.

16. AUDIT, INSPECTION, AND RETENTION OF RECORDS

- A. Contractor shall furnish GSD with such information as GSD may request relative to the progress, execution and/or cost of an assigned task. Contractor shall maintain records showing actual time, in quarter-hour increments, and cost incurred. Contractor shall permit an authorized representative of GSD to inspect, copy, and audit all data and records of Contractor for work done in connection with this Agreement. Any and all agreements with subcontractors or Contractors employed by Contractor shall provide for authorized representatives of the GSD to inspect and audit all data and records for work done in connection with this Agreement.
- B. Contractor shall maintain its books, records, documents and other evidence, and use generally accepted accounting procedures sufficient to accurately reflect all costs, of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement for five (5) years after the final payment made in connection with this Agreement.
- C. No provision of this Agreement granting GSD a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the GSD would have had in the absence of such provisions.
- D. Any and all written or oral information received by Contractor or any of its agents, employees, or subcontractors in regards to performance of its responsibilities under this Agreement shall, to the extent permitted by law, be considered confidential and shall not be divulged to any third party, except to the extent required to permit

ATTACHMENT B: SAMPLE CONTRACT

performance, without the prior written consent of GSD. Contractor shall notify all of its agents, employees, and subcontractors of this provision. In addition, the original and any copy of any record, report, audit or study for which GSD has paid Contractor shall be considered to be the sole property of GSD, regardless of where it is maintained and also shall not be disclosed, except as required by law or Court Order, without prior consent of GSD.

17. CONTRACTOR'S REPRESENTATIONS RELATED TO UNAUTHORIZED ALIENS

- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
- B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
- F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- H. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:

- 1) the public contract contains:

ATTACHMENT B: SAMPLE CONTRACT

- a) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - b) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
 - c) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- 2) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
- a) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - b) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - c) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.
- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
- 1) does not knowingly employ or contract with an unauthorized alien; and
 - 2) has enrolled and is participating in the E-Verify program.
- J. Affidavit by Contractor. By execution of this contract, I swear under the penalties of perjury that I am not, and that my company does not knowingly employ, an unauthorized alien.
- K. By execution of this contract, I further hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.
- L. Termination of this Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by GSD.

18. ADDITIONAL TERMS

- A. This Agreement, consisting of 9 pages, embodies the total agreement of the parties, and there are no other promises, terms, conditions or obligations, other than those imposed by law, regarding the subject matter of this Agreement other than those contained herein.

ATTACHMENT B: SAMPLE CONTRACT

- B. All signatories state and affirm that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any been sought by or for any signatory to this Agreement.
- C. GSD acknowledges and affirms that it has the requisite authority from its Board to enter into this binding Agreement, and is expressly authorized to pay Contractor in accordance with the terms stated herein.
- D. This Agreement shall be interpreted and enforced under the laws of the State of Indiana.
- E. An accurate photocopy of this Agreement as executed shall be as enforceable and binding and admissible as evidences in any administrative, arbitration or judicial proceeding as the original.
- F. The words “Contract” and “Agreement” are used interchangeably in this Agreement, where used, refer to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their behalf by their proper officers or officials this ____ day of _____, 2024.

CONTRACTOR:

By: _____

GSD:

**GARY SANITARY DISTRICT
BOARD OF COMMISSIONERS**

By: _____
William Allen, President

By: _____
Ola V. Morris, Vice-President

By: _____
Maurice G. Mabon, Secretary

By: _____
Darnail Lyles, Esq., Commissioner

By: _____
William Cook, Commissioner

ATTACHMENT B: SAMPLE CONTRACT

EXHIBIT "A"

**SCOPE OF SERVICES FOR INSURANCE BROKER AND CONSULTANT
GARY SANITARY DISTRICT**

ATTACHMENT C: BUSINESS PROPOSAL

Instructions: Please provide answers to all questions as attachments to this document. Reference all attachments relevant to each question in the shaded area.

Business Proposal

2.3.1 General - Please introduce or summarize any information the Respondent deems relevant or important to GSD's successful procurement of the services requested in this RFP. If Respondent qualifies as a Minority Business Enterprise, Disadvantaged Business Enterprise, or Women's Business Enterprise under IC 4-13-16.5-1, or as a Local Business Entity, please note in this section and provide appropriate documentation.

2.3.2 Respondent's Company Structure – If respondent is not a sole proprietor, please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. Please enter your response below and indicate if any attachments are included.

2.3.3 Company Financial Information - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include, but are not limited to, audited financial statements for the two (2) most recently completed fiscal years. If these cannot be provided, explain why and include an income statement and balance sheet for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

2.3.4 References - Reference information is captured on Attachment "E." Respondent should complete the reference information portion of the Attachment "E," which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if GSD elects to do so. The rest of Attachment "E" should be completed by the reference and **mailed or emailed DIRECTLY** to GSD. GSD should receive two (2) Attachment "E's" from clients for whom the Respondent has provided services that are the same or similar to those services requested in this RFP. Attachment "E" should be submitted directly via email to Willette Lee (willette@garysan.com), or mailed to the address listed in Section 1.8 of the RFP. Attachment "E" should be submitted on or prior to the proposal submission due date

listed in Section 1.17, and on the cover page, of the RFP. Please provide the contact information for each reference.

Reference 1	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Contact Title	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
Reference 2	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Contact Title	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	

2.3.5 Subcontractors - The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all prospective or potential subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all Indiana state statutes and City of Gary ordinances, and will be subject to the provisions thereof. For each portion of the proposed services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in GSD's evaluation. The Respondent must furnish information to GSD as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by GSD. All subcontracts held by the Respondent must be made available upon

request for inspection and examination by appropriate GSD officials, and such relationships must meet with the approval of GSD.

The Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products and/or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprises or Women's Business Enterprises under IC 4-13-16.5-1. Please enter your response below and indicate if any attachments are included.

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2.3.6 General Information - Each Respondent must enter the following general information, including contact information.

Business Information	
Legal Name of Respondent/Company	
Contact Name	
Contact Title	
Contact E-mail Address	
Company Mailing Address	
Company City, State, Zip	
Company Telephone Number	
Company Fax Number	
Company Website Address	
Federal Tax Identification Number (FTIN)	
Number of Employees (company)	
Years of Experience	

2.3.7 Experience Serving State Governments - Please provide a brief description of your company's experience in serving governmental and/or quasi-governmental accounts.

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2.3.8 Experience Serving Similar Clients - Please describe your company's experience in serving customers of a similar size and in a similar capacity. Please provide specific clients and detailed examples.

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ATTACHMENT D: QUESTION AND ANSWER FORM

Instructions: Please submit all questions concerning the Request for Proposals, Attachments, scope and nature of the services, and any other aspect of the services or Request for Proposals on this form. All questions/inquiries regarding this RFP must be submitted in writing by the deadline of April 22, 2024 at 4:00 P.M. Questions/Inquiries must be submitted on the form provided in Attachment D, Q&A Template, via hand delivery at or certified mail to Gary Sanitary District, 3600 W. 3rd Ave., Gary, IN 46406, ATTN.: Willette Lee, or via email to Willette Lee (willette@garysan.com), with copy to Atty. Jewell Harris, Jr. (jharris@harrislawfirmpc.net), and must be received at or prior to the time and date indicated above.

QUESTION CONCERNING RFP SECTION NO.: _____

QUESTION TOPIC: _____

SPECIFIC QUESTION OR INQUIRY:

GSD Contact:
 Willette Lee,
 Executive Assistant
 3600 W. 3rd Ave.
 Gary, IN 46406
 Email: willette@garysan.com
 Phone: (219) 944-0595

ATTACHMENT E: REFERENCE CHECK FORM

RFP for Insurance Broker and Consultant Services
 for the Gary Sanitary District

References Due on or before:
MAY 6, 2024 at 12:00 P.M. (NOON)

INSTRUCTIONS: You have been asked by the Respondent listed below to provide a reference as they are responding to the current solicitation issued by Gary Sanitary District (“GSD”). This is a standard form and your input is very much appreciated. During this competitive process, a representative from GSD may contact you directly for more detail. If you have any questions, please contact the GSD contact listed in the box in the top left side of the form.

Please provide the information requested below and submit this reference check via email to Willette Lee (willette@garysan.com), or mail to Gary Sanitary District, 3600 W. 3rd Ave., Gary, IN 46406.

RESPONDENT NAME

REFERENCE CONTACT INFORMATION

Reference Company Name	
Contact Name	
Contact Title	
Contact Phone	
Contact Email	

QUESTIONS: Please provide a response to each of the question listed below regarding the vendor listed above.

1. If you decline to provide a reference, please indicate that below and provide any comments you would be willing to share regarding the reason.

2. Does the Respondent listed above currently provide your company with services? Please specify the type of services if provided.

3. How long did you/have you and/or members of your team worked with the Respondent listed above? Please provide the specific dates of service.

4. Has the Respondent listed above been subject to any requests for corrective action to cure performance issues? If you are able to, please describe the issue briefly, and any corrective actions required. Did the Respondent ultimately address the issue(s) in a satisfactory manner?

5. Would you rate your experience with the quality of services/work provided by the Respondent listed above as poor, adequate, satisfactory, or superior? Please elaborate on the reasons for choosing this rating.

6. Would you rate the Respondent listed above's knowledge of the nature of services to be provided as poor, adequate, satisfactory, or superior? Please elaborate on why you are giving the Respondent this rating.

7. Are there any other topics you believe GSD should consider during its reference evaluation or comments you would like to share?

8. Would your overall rating of the Respondent listed above be poor, adequate, satisfactory, or superior?

GARY SANITARY DISTRICT

3600 W. 3rd Ave.

Gary, IN 46406

PHONE: (219)944-0595

NOTICE OF REQUEST FOR PROPOSALS

GARY SANITARY DISTRICT

Contract for Services of Insurance Broker and Consultant

Notice is hereby given, pursuant to I.C. 5-22-9-3, that Sealed Proposals for the provision of contract services regarding the Gary Sanitary District Contract for Services of an Insurance Broker and Consultant will be received by the Gary Sanitary District (“GSD”), at its main office located at 3600 W. 3rd Ave., Gary, IN 46406, until **12:00 NOON** local time on **MAY 6, 2024**. Any Proposal received after the designated time will be returned to the Proposer unopened. The Proposal should be submitted and clearly marked in the manner set forth in the Request for Proposals, and shall contain all required information as set forth in the Request for Proposals. Incomplete Proposals shall be deemed non-responsive and shall be immediately rejected.

The Services to be performed pursuant to this Contract will consist of services traditionally associated with the role of an Insurance Broker and Consultant, as set forth in more detailed fashion in the Specifications contained within the Request for Proposals.

Copies of the Request for Proposals will be made available at or after **9:00 A.M.** local time on **April 2, 2024** at the GSD Administrative Offices located at 3600 W. 3rd Ave., Gary, IN 46406, and may be obtained from that location free of charge. Electronic copies of the Request for Proposals may also be requested at or after **9:00 A.M. on April 2, 2024** by directing an email to Willette Lee (willette@garysan.com), with copy to Rhonda Anderson (rhonda@garysan.com).

Proposers are hereby notified that GSD reserves the right to reject all proposals submitted if none are found to be suitable. Further information may be found within the Request for Proposals document.