

333 WEST 35th STREET CHICAGO, IL 60616

REQUEST FOR PROPOSALS (RFP)

INSURANCE BROKERAGE SERVICES FOR THE PROPERTY/CASUALTY PROGRAM

RFP DATE ISSUED: AUGUST 22, 2025

RESPONSES DUE: SEPTEMBER 19, 2025 at 1:00 pm CST

Discrimination Policy: In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Human Rights Act, and Section 504 of the Federal Rehabilitation Act, the Illinois Sports Facilities Authority requires that the insurance brokerage firm is an Equal Opportunity Employer that does not discriminate in employment, contracts, or any other activity on the basis of race, sex, age, handicap conditions or national origin.

ILLINOIS SPORTS FACILITIES AUTHORITY REQUEST FOR PROPOSALS – INSURANCE BROKERAGE SERVICES

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REQUEST FOR PROPOSALS (RFP) INSURANCE BROKERAGE SERVICES

I. **DEFINITIONS**

Throughout this Request for Proposals ("RFP"), these terms have the following meanings:

- "ISFA" means the Illinois Sports Facilities Authority.
- "RFP" means this Request for Proposals, including all exhibits and addenda.
- "Response" means submittals pertaining to this RFP.
- "Respondent" means the individual or entity that submits a Response to this RFP.
- "Broker" means the successful Respondent(s).
- "Services" means all work and tasks for which ISFA engages the selected Broker(s).
- "Agreement" means the professional services agreement(s) to be entered into between ISFA and the Respondent(s) selected pursuant to this RFP, attached hereto as *EXHIBIT A*.

II. INTRODUCTION AND PROCUREMENT PROCESS SYNOPSIS

The Illinois Sports Facilities Authority ("ISFA") is a political subdivision, unit of local government, body politic and a municipal corporation of the State of Illinois. ISFA was established legislatively in 1987, pursuant to the Illinois Sports Facilities Act, for the purpose of providing sports stadiums for professional sports teams. ISFA is the owner/developer of Rate Field (the "Stadium"), a publicly owned venue and home to the Chicago White Sox Ltd. baseball team (the "Team"). While the primary use of the Stadium is for professional baseball games, it is the intent of ISFA to use the Stadium as a venue for a broad range of other civic, community, athletic, educational, and cultural activities.

ISFA is soliciting proposals to assess the capabilities of and ultimately to engage an independent insurance brokerage firm to handle the marketing, placement, and servicing of its property/casualty program, and to assist with the monitoring and administration thereof. The insurance programs include property and fire, general and liquor liability, business auto liability, umbrella and excess umbrella liability, crime, fiduciary, cybersecurity, terrorism, public officials'/employment practices liability, and worker's compensation coverage. In addition, ISFA anticipates the property/casualty insurance program may also require builders' risk coverage, from time to time.

ISFA operates on a fiscal year that runs from July 1^{st} to June 30^{th} . The property/casualty program runs from March 16^{th} to March 15^{th} .

It is paramount that an appropriate and cost-effective insurance portfolio be maintained to protect ISFA, its staff, board members and volunteers, the Stadium and the surrounding property from risk (refer to **EXHIBIT B** for mandated property/casualty insurance requirements).

The issuance of this RFP constitutes an invitation to submit proposals to ISFA in order to facilitate the selection of the Respondent most capable of meeting ISFA's needs. Respondents are asked not to approach any current insurers on ISFA's behalf or provide insurance quotes in their Response. Each Response should be submitted in the most favorable terms of costs and programmatic considerations

and in a complete and understandable format. ISFA reserves the right to request additional information, oral discussion, or a presentation in support of the written Response.

ISFA reserves the right to determine, in its sole discretion, whether any aspect of the Response satisfactorily meets the criteria established in this RFP, the right to seek clarification or additional information from any Respondent, the right to negotiate with any Respondent, the right to reject any or all Responses with or without cause, and the right to cancel and/or amend the RFP, in part or in its entirety.

This RFP does not obligate or legally bind ISFA either to award an Agreement or to pay for any costs incurred in the preparation or submission of a Response. Likewise, in the event this RFP is withdrawn by ISFA for any reason, ISFA will have no liability to Respondents for any costs or expenses incurred in connection with this RFP.

It is understood that any Response received and evaluated by ISFA can be used as a basis for direct negotiation of the cost and terms in an Agreement between ISFA and the Respondent(s). ISFA reserves the right to negotiate pertinent Agreement terms concurrently with any number of Respondents as it deems in its best interest. In submitting a Response, it is understood by the Respondent that ISFA reserves the right to accept any Response, to reject any and all Responses, and to waive any informalities or irregularities that ISFA deems is in its best interest.

It is the intention of ISFA to enter into an Agreement with the Respondent(s) with which ISFA can make the most satisfactory arrangements to meet its needs. ISFA has broad rights with respect to the procurement and contracting processes, as detailed in this RFP, and may decide to enter into Agreements with more than one Broker for the Services contemplated herein.

III. SCOPE OF SERVICES

ISFA is soliciting information from insurance brokerage firms to select an independent advisor to provide Services for ISFA's property/casualty insurance program.

Service capabilities and support are key aspects of the relationship with ISFA. A Respondent should demonstrate substantial knowledge, expertise, and success in, at minimum, the following areas:

- 1. Provide a comprehensive analysis of ISFA's existing property and casualty insurance program and current exposures; and as necessary, recommend additions, enhancements or changes to terms, conditions or coverage limits to ensure the program adequately protects ISFA and meets the mandated requirements.
- 2. Evaluate ISFA's ability to participate in insurance pools and cost sharing plans for its property/casualty program.
- 3. Act as the primary liaison in the administration of all aspects of ISFA's relationships with insurers, underwriters, and other parties for the insurance program.
- 4. Introduce ISFA to insurance representatives to build relationships prior to renewal periods or claims exposure, as appropriate.
- 5. Assist ISFA in the gathering and completion of applications, claim/loss run data and supporting documents which may be requested by insurers, as applicable.
- 6. Prepare the necessary insurance specifications and evaluate pricing quotes.
- 7. Verify that insurers are licensed to conduct business in the State of Illinois.

- 8. Verify that insurers are reputable, have the required financial strength and size, based on A.M. Best's ratings, and vet the efficiency of their claims handling practices.
- 9. Timely market, negotiate and administer the placement of insurance coverage; provide a formal renewal proposal with competitive quote information and a recommended course of action.
- 10. Verify that all policies, binders, certificates, endorsements, invoices and other documents are accurate, complete and reflect the negotiated coverage terms and conditions prior to delivery to ISFA.
- 11. Provide annual insurance schedules detailing the coverages in force, and updates as requested by ISFA.
- 12. Timely inform ISFA of downgrades in A.M. Best financial ratings/status of insurers; make recommendations in the event ratings change fall below the mandated requirements during the policy term.
- 13. Provide ISFA with timely information regarding rate and coverage changes, market standards and developments, and other significant information that could affect ISFA's access to, or cost of insurance coverage prior to renewal.
- 14. Due to the timing of the fiscal year versus the policy year, provide a best estimate of the expected renewal premium costs to facilitate the budget process.
- 15. Provide a designated point of contact to review and advise ISFA on contract language, focusing on insurance and indemnity provisions, for appropriateness of insurance requirements; review contractor policies and endorsements to verify compliance with insurance specifications or negotiations.
- 16. Advise/assist ISFA with other risk management-related issues, including but not limited to new types of coverage which may be applicable, trends in emerging risks, claims, proposed and pending legislation, federal and state law changes, etc., as needed.
- 17. Manage the filing and administration of insurance claims, assist in settling claims, and advise on potential claims.
- 18. Perform semi-annual loss reviews and present semi-annual loss reports.
- 19. Provide loss runs, schedules of claims payable, and estimates of claims payable for IBNR-claims incurred but not reported annually as of June 30th.
- 20. Coordinate annual loss prevention/safety/engineering inspections and other insurance-related requirements.
- 21. Assist with procuring special event insurance policies for ISFA's facility rental agreements at Rate Field.
- 22. Consult on new property acquisitions, as applicable.
- 23. Consult on plans/coverage on new construction projects, as applicable.
- 24. Issue quarterly reports and meet with the Authority to discuss the following:
 - a) Types and amounts of coverage in force.
 - b) Fulfill the requirements of agreed upon broker and Authority insurance objectives.
 - c) Outcome of quarterly meetings with insurers.
 - d) Current market trends.
 - e) Forecast of market conditions.

¹ Provide ISFA with a written summary of all markets approached and quotes received 90 days prior to expiration of the existing policies in order for ISFA to present renewal options at each February Board or Committee meeting and obtain authorization to bind coverage.

- f) Provide a commentary of other developments within the insurance industry.
- g) Maintenance of records, policies and certificates.
- 25. Designate a specific point(s) of contact to issue certificates of insurance, to answer routine coverage questions and/or to obtain answers from underwriters and/or benefits providers and for emergency situations to ensure continuous and consistent communication.
- 26. Meet/attend meetings with ISFA personnel and designated representatives, as reasonably requested.
- 27. Recommend insurance training courses for ISFA personnel, as needed.

IV. AGREEMENT TERM

The initial Agreement term desired is for a period of five (5) years, with the option to renew for an additional two (2) years in one (1) year increments. ISFA can determine the effective date after the Agreement has been fully executed, and all required approvals have been obtained.

V. TIMELINE

RFP Activity	Date and Time-Central Standard Time (CST)
Advertisement of Request for Proposals	August 22, 2025
Deadline to Submit Questions to ISFA	August 29, 2025 - 1:00 pm
Reply to Questions Posted on ISFA Website	September 5, 2025 - 1:00 pm
RFP Response Due to ISFA offices	September 19, 2025 - 1:00 pm
Interview Short-list Respondents (if required)	October 7, 8 or 9, 2025

ISFA reserves the right to modify the timeline.

VI. RFP PROCESS

General Information

- 1. **Response Compliance** The issuance of this RFP constitutes an invitation to submit Proposals to ISFA to select the Respondent(s) most capable of meeting ISFA's needs, as outlined. ISFA reserves the right to determine, in its sole discretion, whether any aspect of a Response satisfactorily meets the criteria established in this RFP. Responses that do not comply with this RFP, including Responses that contain omissions, erasures, alterations, or that are irregular in any way, may be rejected. However, ISFA reserves the right to waive any or all informalities and irregularities. *Respondents are asked not to approach any current insurers on ISFA's behalf or provide insurance quotes in their Response.*
- 2. **Economy of Preparation -** Responses should be prepared as simply and economically as possible while providing straight-forward and concise delineation of the Respondent's capabilities to satisfy the requirements of this RFP. Technical literature about the Respondent's experience and capabilities may be included. However, the emphasis should be on conforming to the RFP instructions, responding to the RFP requirements/scope of services and the completeness and clarity of content. The Respondent is expected to expand on the scope in the submitted Response, incorporating their expertise and proposed method or approach.
- 3. **Response Signature** Each Response must be signed by a principal of the Respondent, or another person fully authorized to act on behalf of the Respondent.

- 4. **Modification or Withdrawal of Response** Any Respondent may withdraw its Response by letter, e-mail or in person, with proper identification, at any time prior to September 18, 2025 at 5:00 pm CST. ISFA will not accept any telephone requests to withdraw a Response.
- 5. **Extension of Time -** ISFA reserves the right to extend the Response submission deadline only at the discretion of ISFA. In the event of an extension, prospective Respondent(s) will be notified immediately and appropriate addenda will be issued.
- 6. **Addenda -** ISFA reserves the right to add, change, or delete any provision or statement in the RFP at any time prior to the Response due date. If it becomes necessary to revise any part of the RFP, addenda to the RFP will be provided to all Respondents. To access any addenda, visit ISFA's website at www.isfauthority.com and under the "Business Inquiries" tab, click on "Finance". It is the responsibility of each prospective Respondent to access the website for any addenda.
- 7. **Right to Withdraw RFP** ISFA reserves the right to withdraw, cancel, and/or amend, in part or entirely, this RFP for any reason and at any time with no liability to any Respondent for any costs or expenses incurred in connection with the RFP.
- 8. Ownership of Responses and Freedom of Information Act Responses submitted and in the possession of ISFA on September 19, 2025 become the property of ISFA and will not be returned to the Respondent. This RFP and any subsequent agreement are subject to disclosure pursuant to the Illinois Freedom of Information Act, 5 ILCS 140 (FOIA) and other applicable laws and rules. The Response may be made available for public inspection and copying. If the Respondent believes certain information is exempt from public disclosure under FOIA, the Respondent must clearly mark those portions of its Response as being "Confidential" and request confidential treatment. The Respondent must show the specific grounds under FOIA or other law or rule that support exempt treatment. ISFA is not obligated to honor requests for confidential treatment, even if the information is exempt from public disclosure. The Respondent will be responsible for any costs or damages associated with ISFA's defending the Respondent's request for exempt treatment.
- 9. **Confidentiality** It is understood that all materials provided to the Respondent, unless public record, are confidential in nature and are to be used only in the context of the preparation of the Response.
- 10. Service Method Variations It is recognized that each Respondent may have unique or a typical methods of service delivery. It is not the intention of the RFP to disqualify a Respondent due to variations in service delivery that do not affect quality and performance. Any Response offering Services of the quality and performance equivalent to or better than requested will receive full consideration for award.
- 11. **Respondents' Costs** ISFA is not responsible for any costs incurred by Respondents in connection with this RFP. Respondents bear all costs associated with Response preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise. Such costs must not be included in the Response.
- 12. **Use of Response Ideas -** ISFA reserves the right to use any or all Respondent's Services ideas presented. Selection or rejection of the Response does not affect this right.
- 13. **Sub-consultants** If the Response represents offerings to be provided by different firms or other organizations, the Agreement will be solely with the Respondent, who will be required to assume responsibility for the Services. ISFA is soliciting and seeks Responses from full-service firms but recognizes that Respondents may wish to supplement the Services from skilled specialty sub-consultants. Any proposed sub-consultant(s) will be subject to ISFA's approval and must be identified in the Response.

- 14. **Performance Standards** The Respondent warrants and agrees to use its best efforts to perform all Services in accordance with the Agreement terms and in accordance with generally accepted professional standards. The Respondent further warrants and agrees to employ whatever resources are necessary to meet the requirements specified in such Agreement.
- 15. Additional Information or Clarification ISFA reserves the right to request additional information or clarification from Respondents during any phase of the Response evaluation process. During the evaluation and selection process, ISFA may require interviews with Respondents to make presentations and/or answer specific questions. Notification of any such requirements will be given as necessary.
- 16. **Compliance with Laws** By submitting a Response to this RFP, each Respondent agrees that it will comply with all applicable laws, statutes, ordinances and regulations of the federal, state, county, city or local governments or any subdivision or agency thereof in connection with the submission of its Response and the performance of any Services for ISFA.
- 17. Licenses and Permits By submitting a Response, the Respondent agrees that it possesses the requisite licenses and permits to perform the Services.
- 18. **Award Discretion** It is the intent of ISFA to select and to enter into an Agreement with the Respondent(s) which ISFA can make the most satisfactory arrangement to best meet its needs. ISFA is not legally bound in any manner by the submission of a Response. ISFA is not obligated and reserves the right not to award an Agreement to any Respondent. ISFA reserves the right to award an Agreement other than to the lowest priced Respondent.
- 19. **Submission of Agreement Documents -** Within ten (10) business days after receipt of the award, the Broker(s) shall execute two (2) duplicate originals and return them to ISFA. Such Agreement must be prepared by ISFA and the terms shall consist of this RFP (and any and all addenda thereto and all material attached to and made a part of the RFP), the terms of the Response as such terms are finally accepted by ISFA, as well as all other provisions which ISFA agrees may be included in the Agreement.
- 20. Changes ISFA reserves the right at any time to require changes in, additions to, or deletions from the work contemplated by the Agreement, and the actions will in no way void the Agreement. Changes and additions resulting in increased costs will be made only pursuant to a written Agreement amendment issued by ISFA and bearing the acceptance endorsement of the Broker(s). Deletions from the scope of work required may be made at the sole discretion of ISFA.
- 21. Failure to Execute Agreement ISFA reserves the right to award another Respondent(s) if the successful Respondent fails to execute and return the Agreement (two duplicate originals) within ten (10) business days after receipt of the award notification. The re-award to another Respondent shall be in addition to any other right or remedy available to ISFA under this RFP, contract law, statute, and/or in equity.
- 22. Services, Terms and Agreement Provisions ISFA reserves the right to require compliance with the Services and terms outlined in this RFP, and with the provisions in the Professional Services Agreement to be executed between ISFA and the Broker, attached as *EXHIBIT A*, and to negotiate final terms, conditions, and requirements with the Broker. If a Respondent has a concern or objection to any of the provisions in the Agreement, it must be indicated in its Response on *Form E-Notification of Exceptions*.
- 23. **Assignment** The Broker cannot transfer any interest or provide for assignment of the Agreement with ISFA, either in whole or in part, without the express written consent of ISFA.

- 24. **Exemption from Taxes** In accordance with Illinois law, purchases by ISFA are exempt from state and local sales and use taxes. Broker shall not pay such taxes for materials used in performing the Services and Respondents shall not include such amounts in the proposed fee. A copy of ISFA's exemption letter will be made available to the Broker.
- 25. **Non-Waiver of Defaults** Any failure by ISFA to enforce or require the strict keeping and performance of any of the terms and conditions of the Agreement shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of ISFA to avail itself of such remedies as may be available for any breach of the Agreement terms and conditions.

Contact Between Respondent and ISFA

1. **Questions** – Respondents are advised not to contact ISFA Board members with respect to this RFP or their Response. Inquiries concerning any aspect of this RFP and the Agreement should be submitted, in writing to:

Address: Illinois Sports Facilities Authority (ISFA)

333 West 35th Street Chicago, IL 60616

Contact Person: Dana Phillips Goodum, CPA, CGMA

Chief Financial Officer

e-mail: dana@isfauthority.com

ISFA will accept written inquiries by e-mail. The closing date for receipt of questions will be August 29, 2025 at 1:00 pm, CST. Answers will be posted on ISFA's website at www.isfauthority.com. Under the "Business Inquiries" tab, click on "Finance".

- 2. **Interpretation of Documents -** If any firm contemplating submission of a Response is in doubt as to the true meaning of any part of the RFP or other documents, the Respondent may submit to ISFA, at the address noted immediately above, a written request for an interpretation thereof. Replies to inquiries will be published in the form of an addenda to the RFP. Respondents shall rely only on the RFP and addenda in preparing and submitting a Response.
- 3. **Errors** Should the Respondent believe that an error appears in the RFP document, Respondent may notify ISFA immediately, as noted in (1) above, in writing no later than August 29, 2025, by 1:00pm CST.

Submission of Responses

- 1. Each Respondent must submit three (3) hard copies of the Response and one (1) electronic copy in PDF format.
- 2. Responses are due on Friday, September 19, 2025 no later than 1:00 p.m., Central Standard Time (CST) addressed to:

Dana Phillips Goodum, CPA, CGMA Chief Financial Officer Illinois Sports Facilities Authority 333 West 35th Street Chicago, IL 60616

- 3. The cover of the Response must indicate the following:
 - INSURANCE BROKER RESPONSE PROPERTY/CASUALTY PROGRAM

- 4. ISFA is not responsible for delays or losses caused by the U.S. Postal Service or any other carrier or delivery service. Therefore, Respondents should allow sufficient mail delivery time to ensure timely receipt.
- 5. ISFA will not accept Responses submitted by e-mail or facsimile.
- 6. Responses received after the date and time due will not be considered.
- 7. Please ensure hand-delivered Responses are time and date stamped at the front desk.
- 8. Responses should contain all of the information required in *Section VII* "RFP Response Content". Failure to include all such information may disqualify your Response from consideration.

VII. RFP RESPONSE CONTENT

Respondents are asked to respond to each of the following items below to demonstrate their capabilities to provide Services for ISFA's property/casualty insurance program:

- 1. Provide an executive summary highlighting the Respondent's particular expertise and experience in providing the Services as described in this RFP. The summary should explain the Respondent's understanding of ISFA's needs and capabilities in satisfying those needs.
- 2. Identify the person(s) in your firm responsible for the RFP, authorized to negotiate contract terms, and to make a binding commitment to provide the Services to ISFA. Provide his or her name, title, address, telephone number, facsimile number and e-mail address.
- 3. Identify the persons in your firm who would provide the requested Services to ISFA and describe in detail:
 - a) each person's background, including their educational and professional background, number of years in their current capacity, and certifications/designations held (CPCU, CIC, ARM). Highlight their work on engagements that are similar in size and complexity, as applicable.
 - b) each person's experience working with ISFA, the City of Chicago, the Chicago Park District, the State of Illinois and any other governmental agencies relative to the scope requested herein.
 - c) each person's primary service role to cover all areas required to perform the Scope of Work herein.
- 4. If the Respondent is a certified disadvantaged, minority-, women-, or veteran-owned (DBE/MBE/WBE/VBE) business enterprise, please identify the entity certifying your status, and provide a copy of the current certification letter. If your status is not DBE/MBE/WBE/VBE, describe your firm's proposed participation, or partnering, if any, with other DBE/MBE/WBE/VBE entities in performance of the Services requested. ISFA's minimum participation objectives are 25% MBE and 5% WBE to ensure equal opportunity for women and minorities to participate in the professional services.
- 5. Provide two (2) references, preferably at least one (1) from a government entity, for which your firm has provided services similar in scope to those described in the RFP. Also, provide one (1) reference of a former client along with your understanding of their decision to terminate the business relationship. Please include the client's name, address, phone and fax numbers, e-mail address, client contact's name and title, and a brief description of the services provided including the lines of coverage, the total value of the contract and the term (start and end date).
- 6. Identify whether the Respondent subcontracts any services. If so, please provide detailed information on the vendor(s) used and the service(s) provided.
- 7. Provide evidence of ability to access insurance markets worldwide and of current business relationships with the various insurers. Specifically identify if the Respondent is able to directly access ISFA's incumbent insurers and other insurance market suggestions or if the Respondent

- would be required to access these insurers through an intermediary/wholesale broker or other source.
- 8. Provide a comprehensive plan for implementing the Services as outlined in this RFP. The plan must address the Respondent's service philosophy; marketing strategy/approach for the public venue; process for negotiating renewals; the policies and procedures as well as the strategy and methodology for successfully implementing and monitoring management of the Services; strategies, tools and safeguards for ensuring the performance of all required Services; training and on-going support; risk management capabilities; and any additional factors for ISFA's consideration as it relates to the Scope of Services.
- 9. Provide the following information:
 - a) The number of claim reviews typically conducted per year.
 - b) Samples of the report formats utilized for the summarization of claim reviews.
 - c) Other claim services provided.
- 10. Furnish copies of all business and professional licenses and permits necessary and standard for the Service.
- 11. Provide a certificate of insurance to evidence the Respondent's ability to comply with the insurance requirements, as outlined in the Agreement. If there are exceptions, please identify on *Form E-Notification of Exceptions*.
- 12. Furnish annual financial statements, such as balance sheets, profit and loss statements, or financial report for the last three years demonstrating that Respondent has the financial viability and ability to perform the required Services.
- 13. Disclose any and all past or current business and personal relationships with any current ISFA appointed official, employee or family member of any current ISFA appointed official or employee. Provide a formal written statement indicating whether any of the relationships, in the Respondent's professional judgment, may reasonably impair its objectivity and independence.
- 14. Provide detail if Respondent has ever refused to sign a contract.
- 15. Provide detail if Respondent has ever been terminated for cause.
- 16. Provide detail if Respondent has ever defaulted on a contract.
- 17. Provide detail if the Respondent or any related or affiliated entity has ever been adjudged bankrupt, been subject to a receivership or an order of reorganization, or other similar action involving the rights of creditors against vendors.
- 18. Provide detail if the Respondent or any related or affiliated entity is, at this time, subject to any court order relating to bankruptcy, receivership, liquidation, reorganization, or similar relief.
- 19. Provide detail if the Respondent has ever forfeited a performance bond.
- 20. Provide detail if the Respondent is the subject of any inquiry or investigation by governmental or professional authorities that could significantly reflect on your ability to serve as ISFA's Broker or have a significant impact on performance.
- 21. Provide detail on the status of any current or ongoing criminal or civil investigations, prosecutions or pertinent litigation pending against the Respondent or individuals within the firm.
- 22. Provide detail on any past criminal or civil investigations, prosecutions or pertinent litigation against the Respondent or individuals within the firm concluded within the past five (5) years.
- 23. Provide any other information that would be helpful for ISFA in evaluating your Response, particularly as it relates to the Scope of Services as set forth above.

<u>Fees</u>

ISFA's preference is to engage an insurance broker on a flat fee basis. Disclosure of the total costs of insurance is extremely important to ISFA. The objective is to identify and have fully disclosed the total cost of servicing the insurance programs through the establishment of an overall fixed fee arrangement. As a means of verification, ISFA, at its sole discretion, may request affidavits from participating insurers certifying that no commission, contingency or discounts of any type have been paid to either the Respondent, wholesale broker(s) or other intermediary(ies) unless agreed to by ISFA, in writing, prior to any such payment.

There may be circumstances where insurance companies will not reduce the premium when eliminating commission or discounts. In these situations, ISFA may allow the Respondent to receive such commissions or discounts. However, the Respondent must fully disclose any and all such commissions or discounts received and reduce the flat fee by the corresponding dollar amount. As a means of verification, the Authority may, at its sole discretion, request affidavits from the insurer(s) and Respondent certifying the amount and type of commissions or discounts paid to Respondent.

For the insurance program, please provide the following:

- 1. Pricing/detail for the total annual fee for providing Services as outlined in this RFP of \$_____ per year.
- 2. Pricing/detail for the following:
 - a) Specify how fees will be accounted for on coverages where insurers have a built-in commission.
 - b) Does your fee include tail coverage on insurance placed during the term of the Agreement?
- 3. If commissions are proposed, specify the percentage for each line of coverage from incumbent insurers (see **Exhibit C**). Any additional fees, commissions or contingencies that would be earned must be clearly disclosed.
- 4. If the Respondent has the capacity to rebill ISFA for the invoiced premium amounts or if the premium will be direct billed from the insurers.

Other Requirements

In addition to the information above, Response must contain the following completed items:

Form A	Transmittal Cover Letter
Form B	Non-Collision Affidavit
From C	IRS Form W-9
Form D	Respondent Certifications
Form E	Notification of Exceptions

VIII. EVALUATION AND SELECTION PROCESS

It is the intention of ISFA to enter into an Agreement with the Respondent(s) with which ISFA can make the most satisfactory arrangements to meet its needs, based on the highest total points. As such, ISFA will conduct a comprehensive and impartial evaluation of Responses received in connection with this RFP. Responses received by the deadline and deemed complete will be reviewed, evaluated and rated by ISFA's evaluation team.

The initial review will be based on meeting the minimum criteria below:

- 1. A signed and notarized Form A Transmittal Cover Letter.
- 2. Current business and professional licenses and permits to do business in Illinois.

- 3. No conflicts of interest in representing ISFA's interest.
- 4. No prior history of corrective action in the state of Illinois.
- 5. No current or ongoing criminal or civil investigations, prosecutions or pertinent litigation pending.
- 6. Not the subject of any inquiry or investigation by governmental or professional authorities.
- 7. The ability to place all existing lines of coverage with ISFA's incumbent insurers.
- 8. The ability to comply with the insurance requirements, as outlined in the Agreement.

Respondents that fulfill the minimum criteria will be evaluated based on the following point system:

	Maximum
Evaluation Criteria	Points
Comprehensiveness and quality of the proposed approach to	50 points
implement ISFA's objectives as outlined in the Scope of Services.	
Expertise, experience, and service capabilities of the Respondent and	50 points
the specific staff assigned to perform the Services.	
Respondent's access to specialized insurance markets and the ability	75 points
to place all lines of coverage with at least ISFA's incumbent insurers.	
Ability to provide administrative support and responsiveness as	50 points
outlined in the Scope of Services.	
Cost (fees and/or commissions) to perform the Services.	30 points
Experience with governmental entities.	25 points
Information derived from client references.	20 points
Acceptance of the Agreement terms proposed to govern the	20 points
relationship with the Respondent.	_
Innovative ideas, unique approach or other relevant considerations.	25 points

When the evaluation process has been completed, ISFA's management team will review those Respondents found to be most qualified, determine the successful Respondent, and present its recommendation to the full Board.

Upon approval and execution of an Agreement between ISFA and the successful Respondent, the terms of the Agreement will prevail. Following the selection of the Broker(s), ISFA will notify all remaining Respondents.

FORM A

Transmittal Cover Letter

(To be copied and completed on Respondent's letterhead)

(Date)

Illinois Sports Facilities Authority
333 West 35th Street
Chicago, Illinois 60616
Attention: Dana Phillips Goodum, CPA, CGMA

Re: 2025 RFP for INSURANCE BROKERAGE SERVICES – PROPERTY/CASUALTY PROGRAM

Dear Ms. Phillips Goodum:

On behalf of (Full legal name of Respondent), I submit with this letter its response to the Illinois Sports Facilities Authority's (ISFA) Request for Proposal ("RFP") for Insurance Brokerage Services. In this connection, I state the following:

- 1. I have full authority to bind Respondent with respect to this Response to the RFP and any oral or written presentations and representations made to ISFA.
- 2. (Full legal name of Respondent) has read and understands the RFP and is fully capable and qualified to provide the Services as described herein.
- 3. I have read and understand the RFP, including addenda numbers _____ (if none were issued, indicate "NONE").
- 4. (Full legal name of Respondent) understands that ISFA will rely on Respondent's Response to the RFP and Respondent agrees to be bound by its representations and statements made in its Response and in any oral or written presentation(s) made during the evaluation and selection process.
- 5. (Full legal name of Respondent) agrees to hold its Response open for a period of 60 days from the date and time of submission, and, if requested by ISFA, for an additional 30 days thereafter.
- 6. If requested by ISFA, Respondent agrees to furnish additional information or documentation or to make one or more oral presentations or demonstrations to assist ISFA in evaluating its Response.
- 7. Neither I nor Respondent has any beneficial interest in or relationship with any other party working or performing services for or otherwise affiliated with ISFA and no conflict of interest which could interfere with the provision of Services to ISFA.
- 8. Respondent understands that ISFA will rely upon the material representations set forth in the RFP and that Respondent has a continuing obligation to update any information which changes or which Respondent learns to be incorrect. If ISFA determines that any information provided in response to this RFP is false, incomplete or inaccurate, or if any provision of the requirements of the RFP is violated, the Agreement may be void or voidable, and ISFA may pursue any remedies under the Agreement, at law, or in equity, including terminating the Respondent's participation and/or declining to allow the Respondent to participate in future transactions with ISFA.
- 9. It is understood that an original and multiple copies of the RFP have been submitted for consideration. Respondent warrants that all copies are identical to the original in all respects.

- 10. Respondent acknowledges that any comments, requests or exceptions to *EXHIBIT A* Professional Services Agreement or any other requirements stated in this procurement have been identified on FORM E Notification of Exceptions.
- 11. If selected by ISFA, Respondent agrees to negotiate and enter into an Agreement for Insurance Brokerage Services with ISFA in substantially the form of *EXHIBIT A* Professional Services Agreement.
- 12. I declare that all required forms, A through E, have been examined by me and to the best of my knowledge and belief are true, correct, and complete.
- 13. Respondent understands and acknowledges that the certifications, disclosures and acknowledgments contained in the Response and provided in the required forms, A through E, will become a part of any Agreement awarded to the Respondent by ISFA in connection with the 2025 RFP for Insurance Brokerage Services.

(Signature)	(PRINT - Signatory's Name)	
(Signatory's Title at Respondent firm)		
STATE OF) COUNTY OF) SS		
SWORN TO AND SUBSCRIBED BEFORE ME TH	HIS DAY OF	
My Comm (Notary Public)	ission Expires	(SEAL)

FORM B

Non-Collusion Affidavit

(To be copied and completed on Respondent's letterhead)

	s statement is attached to, and is a part of, the Response to provide Insurance Brokerage Services for the nois Sports Facilities Authority.				
ST. CO	ATE OF) UNTY OF) SS				
	ate that I am (Title) of (Name of Firm) and I authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person ponsible in my firm for the fees and/or amounts of this Response.				
I sta	ate that:				
1)	The fees and/or amounts in this Response have been arrived at independently and without consultation, communication or agreement with the current broker of any other Respondent or potential Respondent.				
2)	Neither the fees nor the amounts in this Response have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before the Response opening.				
3)	No attempt has been made or will be made to induce any firm or person to refrain from responding to this RFP, or to submit any intentionally high or noncompetitive Response with the effect of restraining free competition.				
4)	This Response is made in good faith and not pursuant to any agreement of discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.				
5)	(Name of Firm) its affiliates, subsidiaries, officers, directors and employees are not currently under suspension or investigation by any governmental agency, have not been barred from contracting with any unit of state or local government, and have not in the last five years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on public contracts.				
awa mis	ate that (Name of Firm) understands and acknowledges that the above resentations are material and important, and will be relied on by the Illinois Sports Facilities Authority in arding the contract for which the Response is submitted. I understand and my firm understands that any estatement in this affidavit is and shall be treated as fraudulent concealment from the Illinois Sports Facilities thority of the true facts relating to the submission of this Response.				
(Sig	gnature) (PRINT - Signatory's Name)				
(Sig	gnatory's Title at Respondent firm)				
SW	ORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF, 20				
	My Commission Expires (SEAL)				
(Nc)	otary Public)				

FORM C IRS Form W-9

(Rev. March 2024) Department of the Treasury Internal Revenue Service

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it

should check the "LLC" box and enter its appropriate tax classification.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befo	e y	ou begin. For guidance related to the purpose of Form W-9, see Pur	pose of Form, below.		•		
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregentity's name on line 2.)	garded entity, enter the own	ier's name on l	ine 1, and enter the business/disregarded		
	2	Business name/disregarded entity name, if different from above.					
n page 3.	38	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor C corporation S corporation Partnership Trust/estate			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
S or		LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)			Exempt payee code (if any)		
Print or type. See Specific Instructions on page	Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.			-			
Prin C		Other (see instructions)			code (ii ariy)		
Specific	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions			(Applies to accounts maintained outside the United States.)			
See	5	Address (number, street, and apt. or suite no.). See instructions.	R	equester's nan	ne and address (optional)		
	6	City, state, and ZIP code					
	7	List account number(s) here (optional)					
Pa	tΙ	Taxpayer Identification Number (TIN)					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.							
Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.			-				
Par	t II	Certification					
		nalties of perjury, I certify that:					
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and							
		U.S. citizen or other U.S. person (defined below); and					
		ATCA code(s) entered on this form (if any) indicating that I am exemption					
beca: acqui	ise :	tion instructions. You must cross out item 2 above if you have been no you have failed to report all interest and dividends on your tax return. For n or abandonment of secured property, cancellation of debt, contribution interest and dividends, you are not required to sign the certification, b	or real estate transactions ons to an individual retire	s, item 2 does ment arrange	not apply. For mortgage interest paid, ment (IRA), and, generally, payments		
Sigr Here		Signature of U.S. person	Date	e			
Ge	ne	eral Instructions			nis form. A flow-through entity is icate that it has direct or indirect		
Secti noted		eferences are to the Internal Revenue Code unless otherwise	foreign partners, owner to another flow-through	rs, or benefic h entity in wh	iaries when it provides the Form W-9 ich it has an ownership interest. This		
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.			oreign partners, owners, or any applicable reporting				
Wh	What's New partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).			ete Schedules K-2 and K-3. See the			

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Form **W-9** (Rev. 3-2024) Cat. No. 10231X

FORM D

Respondent Certifications

[] Section 17 of the Illinois Sports Facilities Authority Act, 70 ILCS 3205 (see Exhibit D), and the Public Officer Prohibited Activities Act, 50 ILCS 105/3 (collectively, the "Conflict of Interest Laws"), prohibit certain officials of a unit of local government from having an interest (either directly in the name of the person or indirectly in the name of another person) in a contract to be entered into by the unit of local government. Respondent certifies that it is fully authorized to enter into an Agreement with ISFA, and has no known conflicts of interest as described in the ISFA Act and Public Officer Prohibited Activities Act.

[] Respondent certifies that no officer, director or owner of the Respondent is a member of ISFA or officer, agent or employee thereof or, if such relationship exists, it is not prohibited by the terms of the Conflict of

2025 Insurance Brokerage Services

RFP Name:

Respondent:

CHECK BOX(ES) TO CERTIFY:

Interest Laws.

[Pursuant to the Public Officer Prohibited Activities Act, Respondent certifies that no officer of ISFA is or will represent the Respondent with respect to this RFP, which the officer may be called upon to act or vote.
[Pursuant to the Public Officer Prohibited Activities Act, neither the Respondent nor its agents, officers or employees, has made any offer to, nor been solicited by, any member of the Board, officer or employee of ISFA, either directly or indirectly, regarding any money or other thing of value as a gift or bribe or means of influencing his or her vote or action in his or her official capacity.
[] Respondent certifies there are no other conflicts of interest or other commitments that could interfere with its ability to perform the Services.
[Neither Respondent, nor its agents, officers or employees, is barred from contracting with any unit of state or local government for any reason including, but not limited to, being convicted of bid-rigging, as defined in Section 33E-3 of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3) or of bid-rotating, as defined in Section 33E-4 (720 ILCS 5/33E-4) or of any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.
[Respondent will, pursuant to 720 ILCS 5/33E-6, report to the Illinois Attorney General and Cook County State's Attorney any prohibited communication that would constitute interference with contract submission and award by a public official.
[] Pursuant to 775 ILCS 5/2 105, Respondent complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies.
[Respondent will, pursuant to the Drug Free Workplace Act (30 ILCS 580), provide a drug free workplace. Respondent certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This requirement applies to contracts of \$5,000 or more with individuals, and to entities with twenty-five (25) or more employees.

Respondent, its employees and subcontractors shall comply with applicable provisions of the U.S. Civil

- Rights Act, Section 504 of the Federal Rehabilitation Act, and the rules applicable to each as well as the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).
- Neither the Respondent, nor any of its affiliates, subsidiaries, officers, directors, managerial employees, or any individual who, directly or indirectly, holds a pecuniary interest in the Respondent's organization has been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with a governmental entity in the State of Illinois, or has been convicted of a criminal offense, or held liable in a civil proceeding, that negatively reflects on the entity's or individual's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes or similar laws.
- [] Respondent is not in arrears to the State of Illinois for any debts whatsoever (including but not limited to back taxes). Further, the undersigned certifies that the Respondent has not defaulted on any other projects or services with the State of Illinois, US Federal Government, or any governmental entity of Cook County or the City of Chicago.

FORM E

Notification of Exceptions

RFP Name:	2025 Insurance Brokerage Services
Respondent:	
(Please check eith	er A or B below)
	ondent acknowledges that there are no exceptions to EXHIBIT A - Professional Services to any other requirements as stated in this RFP - 2025 Insurance Brokerage Services.
B. [] Respo	ndent acknowledges that there are exceptions to (check all that apply):
	XHIBIT A - Professional Services Agreement
	onflicts of Interest
	her Requirements (please specify):
[] Ot	her Requirements (please specify):

as stated in this RFP - 2025 Insurance Brokerage Services and those exceptions have been explained and

attached to this form.

EXHIBIT A

Professional Services Agreement

(see attachment)

Management Agreement Insurance and Subrogation Requirements

The Chicago White Sox, Ltd. ("Team") and ISFA entered into a Management Agreement ("MA") dated June 29, 1988 for ISFA to construct a new baseball stadium. The MA outlines the ongoing roles and responsibilities of the Team and ISFA, and is in force until November 30, 2029. The following outlines the MA insurance and subrogation requirements:

- 1) ISFA is required to maintain the following insurance:
 - a) Property Insurance against damage or destruction to the stadium and all of its components (except for items owned by the Team), providing "all risk" peril coverage, including coverage against flood, sewer backup and earthquake coverage. All property coverage must be in the amount of 100% of full replacement cost with deductible limits of not more than \$25,000. ISFA must provide a replacement cost appraisal once every seven (7) years. In the interim, between appraisals, the cost valuation must be adjusted annually based on a mutually agreeable index of construction costs in the Metropolitan Chicago area.
 - b) Fees to ISFA from the Team Insurance against loss of fees, in an amount equal to the estimated fees each baseball season.
 - c) Boiler and Machinery Insurance on a repair and replacement cost basis, in limits of not less than \$10,000,000.
 - d) Statutory Worker's Compensation Insurance in the amount of \$1,000,000 per occurrence, or such lesser amount as may satisfy carriers of ISFA's umbrella liability coverage.
 - e) Employer's Liability Insurance in the amount of \$1,000,000 per occurrence, or such lesser amount as may satisfy carriers of ISFA's umbrella liability coverage.
 - f) Automobile Liability Insurance for bodily injury and property damage with a combined single limit per accident of \$1,000,000.
 - g) Employee Dishonesty Insurance in such reasonable amounts as ISFA may determine.
 - h) General Liability Occurrence type insurance against bodily injury and property damage arising from occurrences in and about the stadium and covering ISFA's contractual liability for indemnification under the MA with the Team. Such insurance must include product liability and completed operations coverage and a broad form general liability endorsement (ISO Form GL-0404 or its equivalent). Such coverage shall be in the amount of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 - i) Umbrella Liability Insurance, in form no less broad than underlying coverage, to apply excess of automobile, general, contractual and employer liability, in an amount necessary to increase overall coverage to \$50,000,000 per occurrence.

- 2) Additional Insureds All policies referred to in items f), h), and i) above must name as additional insureds those listed below and any such other affiliated persons or entities, as requested by the Team from time to time:
 - Illinois Sports Facilities Authority, City of Chicago, State of Illinois, Guaranteed Rate Inc., Chicago White Sox, Ltd., Chisox Corp., Chicago White Sox Charities, Inc., At Your Service, LLC, At Your Service Management Corp., Illinois Sportservice Inc., CWS Maintenance Company, Roclab Athletic Instruction LLC, Jerry M Reinsdorf and related family trusts, Levy Premium Foodservice Limited Partnership, GRG-U.S. Cellular Field Management Company LLC, Standard Parking Corporation, Silver Chalice Ventures, LLC, Baseball Buffet, Inc., CWS Pershing LLC, Sox Media LLC, Sox TV LLC, and their respective directors, owners, partners, members, employees and agents, and any subsidiaries or affiliates, or thereof, or any under their control or supervision of any of the foregoing.
- 3) Insurance Requirements All required insurance policies must be written by carriers that possess, at minimum, a B+ policyholders rating and a minimum Class VIII financial size category as listed at the time of issuance by A.M. Best.
- 4) Insurance Notice All policies must provide that they may not be cancelled, renewed or reduced unless at least 30 days' notice has been provided to the additional insureds. In no event must any party be required to insure liability limits in excess of coverage which is available at commercially reasonable rates. In the event that tort liability reform is adopted which makes the limits of liability provided for in excess of commercially reasonable and prudent limits of liability, such limits will be equitably reduced.
- 5) Insurance Certificates No later than the date on which coverage is to be provided, all required parties must furnish certificates evidencing the required coverage.
- 6) Waiver of Subrogation The Team and ISFA agree that all insurance against loss or damage to property and business interruption or rent loss must be endorsed to provide that any release from liability of, or waiver of claim for recovery from the other party entered into in writing by the insured prior to any loss or damage must not affect the validity of the applicable policy or the right of the insured to recover. Further, the insurer waives all rights of subrogation which said insurer may have against the other party. Without limiting any release or waiver of liability or recovery contained in any other section of the MA, but rather in confirmation and furtherance, each of the parties waives all claims for recovery from the other party for any loss or damage to any of its property or damages as a result of business interruption or rent loss insured under valid and collectible insurance policies to the extent of any recovery collectible under said policies.

EXHIBIT C Current Insurance Placements

Insurance Type	Insurer	Limits	Renewal Date
Commercial Property & Statutory Fire (includes terrorism)	Affiliated FM Insurance Co.	\$781.5 MM	3/15/2025
General Liability (includes terrorism)	American Specialty-Arch Ins. Co.	\$5.0 MM	3/15/2025
Liquor Liability (includes terrorism)	American Specialty-Arch Ins. Co.	\$2.0 MM	3/15/2025
Business Auto Liability (includes terrorism)	American Specialty- Arch Ins. Co.	\$1.0 MM	3/15/2025
Umbrella - Lead (includes terrorism)	American Specialty- Arch Ins. Co.	\$5.0 MM	3/15/2025
Umbrella - Lead (includes terrorism)	HDI Global Specialty Ins. Co.	\$5.0 MM	3/15/2025
X-Umbrella - 2nd Layer (includes terrorism)	Accredited Specialty Ins.	\$5.0 MM x of \$10.0 MM	3/15/2025
X-Umbrella – 3rd Layer (includes terrorism)	Endurance American Ins.	\$10.0 MM x of \$15.0 MM	3/15/2025
X-Umbrella – 4th Layer (includes terrorism)	Scottsdale Ins.	\$10.0 MM x of \$25.0 MM	3/15/2025
X-Umbrella – 5th Layer (includes terrorism)	Colony Ins.	\$15.0 MM x of \$35.0 MM	3/15/2025
Workers Compensation (includes terrorism)	The Hartford/Twin City Fire	\$882.3K	3/15/2025
Public Officials & EPL	Lexington Insurance (AIG)	\$3.0 MM	3/15/2025
Crime/Employee Dishonesty	National Union Fire Pittsburgh (AIG)	\$1.0 MM	3/15/2025
Fiduciary	Great American Insurance	\$1.0 MM	3/15/2025
Cybersecurity	Starr Surplus Lines Insurance	\$1.0 MM	3/15/2025

NOTE: The Broker will receive a copy of current insurance policies above.

EXHIBIT D

ISFA Act Section 17 (70 ILCS 3205/17) -Members or Employees of the Authority – Conflicting Relations or Interests – Effects

- (A) In addition to the prohibitions of Section 16 of this Act, no member of the Authority or officer, agent or employee thereof shall, in his or her own name or in the name of a nominee, be an officer, director or hold an ownership interest of more than 7 1/2% in any person, association, trust, corporation, partnership or other entity which is, in its own name or in the name of a nominee, a party to a contract or agreement upon which the member or officer, agent or employee may be called upon to act or vote.
- (B) With respect to any direct or any indirect interest, other than an interest prohibited in subsection (A) of this Section or Section 16 of this Act, in a contract or agreement upon which the member or officer, agent or employee may be called upon to act or vote, a member of the Authority or officer, agent or employee thereof shall disclose the same to the secretary of the Authority prior to the taking of final action by the Authority concerning such contract or agreement and shall so disclose the nature and extent of such interest and his or her acquisition thereof, which disclosures shall be publicly acknowledged by the Authority and entered upon the minutes of the Authority. If a member of the Authority or officer, agent or employee thereof holds such an interest then he or she shall refrain from any further official involvement in regard to such contract or agreement, from voting on any matter pertaining to such contract or agreement, and from communicating with other members of the Authority or its officers, agents and employees concerning said contract or agreement. Notwithstanding any other provision of law, any contract or agreement entered into in conformity with this subsection (B) shall not be void or invalid by reason of the interest described in this subsection, nor shall any person so disclosing the interest and refraining from further official involvement as provided in this subsection be guilty of an offense, be removed from office or be subject to any other penalty on account of such interest.
- (C) Any contract or agreement made in violation of subsections (A) or (B) of this Section shall be null and void and give rise to no action against the Authority.