



City of Satellite Beach
Support Services Department
565 Cassia Blvd.
Satellite Beach, FL 32937
Phone (321) 773-4407
Fax (321) 779-1388

June 16, 2017

Request for Proposal

The City of Satellite Beach will be receiving sealed proposals/submittals at the Office of the City Clerk, Satellite Beach City Hall, 565 Cassia Blvd., Satellite Beach, FL 32937 for:

**Property & Casualty Insurance and Risk Management Services
RFP No. 16/17-06**

The City of Satellite Beach is seeking one qualified vendor to provide the City of Satellite Beach with casualty, property insurance and risk management services for the 2017/2018 policy term to include coverage for property, inland marine, crime, general liability, law enforcement liability, public officials liability, employment practices liability, workers compensation, employer's liability, automobile liability and physical damage, fiduciary, storage tank/pollution liability, and flood insurance.

Proposal Due Date: 2:00 p.m. on July 11, 2017

Office of the City Clerk, Satellite Beach City Hall, 565 Cassia Blvd., Satellite Beach, FL 32937

1. Proposal submittal

All persons and firms wishing to submit proposals/submittals must obtain a complete copy of the Request for Proposal and submit all required forms as outlined in the proposal document with their response. Request for Proposal documents may be obtained by accessing the City of Satellite Beach website at www.satellitebeach.org under "Business", then "Bids", RFP No. 16/17-06 section entitled Property & Casualty Insurance and Risk Management Services.

Mark the document **RFP No. 16/17-06 Property & Casualty Insurance and Risk Management Services** on the lower left-hand corner of the front of the envelope and mail or hand deliver to the Office of the City Clerk, City of Satellite Beach, City Hall, 565 Cassia Blvd., Satellite Beach, FL 32937 in a sealed envelope. **Four (4) original hard copy bid proposals PLUS one electronic version (CD, flash drive) must be submitted no later than 2:00 p.m. on July 11, 2017,** at which time the names of the firms submitting bids will be read out loud.

2. Information and Clarification

For information concerning the proposal procedures, contact Assistant City Manager Suzanne Sherman (321) 773-4407 Ext. 225 or via email: ssherman@satellitebeach.org. It is the vendor’s responsibility to request clarification on any aspects of the RFP prior to responding.

The deadline for questions from vendors is June 28, 2017. If questions are received, an Addendum will be issued on June 30, 2017.

Any changes to the scope of work as a result of vendor questions (if received) will be issued via Addendum that will be posted on June 30, 2017 on the City’s website at www.satellitebeach.org under “Business”, then “Bids”, RFB No. 16/17-06 section entitled Property & Casualty Insurance and Risk Management Services.

3. Selection of Vendor

The evaluation committee meeting will be held on Thursday, July 13, 2017 at 2:00 p.m. Proposals will be evaluated based upon the following criteria:

Evaluation Criteria

CRITERIA	POINTS
Qualifications/Experience of the firm/team	30
Proposed Scope of Services	30
Fee	30
Responsiveness to RFP Components/Quality of Proposal	10
Total Points Possible	100

Awards: Proposers will be awarded contracts based on the highest score overall.

Upon award of the contract, the awarded vendor shall provide the services and adhere to the contract during any disputes or disagreements which may arise between the vendor and the City.

The City reserves the right to reject any and all proposals/submittals.

4. Request for Proposal Schedule

TIMELINE FOR RFP 16/17-06 - PROPERTY & CASUALTY INSURANCE AND RISK MANAGEMENT SERVICES (all times Eastern Standard)	
June 16, 2017	RFP Released
June 28, 2017, 5:00 p.m.	Deadline for Questions from Respondents
June 30, 2017	City Addendum Response to Questions
July 11, 2017, 2:00 p.m.	Proposal/Submittal Due Date and Time
July 13, 2017, 2:00 p.m.	Evaluation Committee Meeting
July 19, 2017, 7:00 p.m.	Recommendation to City Council* (*tentative date)

5. PURPOSE

The City is requesting Sealed Proposals/Submittals from qualified and experienced individuals and/or firms for the provision of insurance and risk management services.

6. QUALIFICATIONS / EXPERIENCE OF PROPOSERS

All individual/firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

- a. The Proposer shall have been in business for a minimum of TEN (10) CONSECUTIVE YEARS and shall be legally authorized to perform services within the State of Florida. This requirement shall be based on this Solicitation's due date. Copies of documentation meeting this minimum requirement shall be submitted with the Proposal. Examples of documentation may include, without limitation, local business tax receipts for ten (10) years, corporation documents with date of inception, certificate of authority, etc. If the business is located **outside of the state of Florida**, they shall currently be legally authorized to perform services in their state. **In this case the Respondent shall submit to the City a current Certificate of Authority, which is issued through the Department of State and in accordance with Florida Statute 607.1501, within 10 business days upon notice of informal award.** This requirement shall be based on this Solicitation's due date. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your Submittal Package. Examples of documentation may include, but not be limited to, local business tax receipts for ten (10) years, corporation documents with date of inception, certificate of authority, etc.
- b. The Proposer shall be a current State of Florida licensed Agent or be a company qualified by holder of a current State of Florida insurance license. Copies of required licenses shall be submitted with your Submittal Package.
- c. The Proposer shall demonstrate a minimum of FIVE (5) CONSECUTIVE YEARS of COMMERCIAL INSURANCE EXPERIENCE and PROVIDING INSURANCE AND RISK MANAGEMENT SERVICES FOR GOVERNMENTAL AGENCIES OR SELF-INSURED GOVERNMENTAL RISK POOLS. This requirement shall be based on this Solicitation's due date. The Proposer shall provide references for meeting these requirements in the **Respondent Qualification Statement Form** and the references shall be used in determining if a Proposer is responsive. Additional documentation may be submitted with your Submittal Package. In the event the Respondent has previously performed work for the City, the City's experience shall be considered when evaluating references for determining a responsive submittal. The City reserves the right to utilize other sources (i.e. Better Business Bureau, State/Federal databases, etc.) for determining a responsive Respondent. Respondents not demonstrating minimum similar and acceptable experience may be deemed non-responsive.

The proposer must show proof of having met these minimum requirements on the Respondent Qualification Statement Form. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

7. LICENSING

Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org.

8. TERM OF CONTRACT

The initial term of the contract awarded pursuant hereto shall be for a three (3) year period from the effective date of the contract. Two (2) optional one (1) year renewals may be granted at the City's discretion.

9. PRICING

If the Proposer is awarded a contract under this RFP solicitation, the prices quoted by the Proposer shall remain fixed and firm throughout the three (3) year term of this contract. However, the Proposer may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price.

The City reserves the right to reject any price adjustments submitted by the vendor. Continuation of the contract beyond the initial term, is a City prerogative, and not a right of the Awarded Respondent. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

10. PROPOSAL FORMAT AND SIGNATURES

To receive consideration, this entire Request for Proposals document must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Copies may be obtained from the City Clerk, 565 Cassia Blvd, Satellite Beach, FL 32937. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The following items shall be required submittals as part of the Contractor's submittal. **Failure to submit any of the items described in this section will result in a submittal scoring as nonresponsive. This list does not include any submittal items required in other sections of this RFP.** The format outlined below shall serve as a means for Proposers to organize how information is presented to the City in submittals.

- a. **Title Page** - Title Page shall show the request for proposal's subject, title and RFP number; the firm's name; the name, address and telephone number of a contact person; and the date of the submittal.
- b. **TAB 1 - Introduction Letter** - The submittal package shall contain a cover letter signed in blue ink by a person who is authorized to commit the respondent to

perform the work included in the submittal, and should identify all materials and enclosures being forwarded in response to the RFP.

c. **TAB 2 – TABLE OF CONTENTS**

d. **TAB 3 – FIRM’S QUALIFICATIONS** Provide responses to the following queries, as well as submitting detailed responses to all queries specified in any attachments.

FIRM PROFILE

- i. State whether your organization is national, State of Florida or local.
- ii. Single firms, multiple firm or joint venture teams shall be clearly identified and shall include the roles, responsibilities and office location of the proposed participants from which your work is to be performed.
- iii. What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?
- iv. Please disclose all litigation that your firm has been involved in as a result of your previous rate studies and the outcome of the litigation for the past five (5) years.
- v. Copies of current State of Florida licenses.
- vi. Copies of legal documentation for your business demonstrating a legal business for the past ten (10) years.

PREVIOUS EXPERIENCE

- i. Respondent (Firm/Company) shall demonstrate a minimum of FIVE (5) CONSECUTIVE YEARS of COMMERCIAL INSURANCE EXPERIENCE and PROVIDING INSURANCE AND RISK MANAGEMENT SERVICES FOR GOVERNMENTAL AGENCIES OR SELF-INSURED GOVERNMENTAL RISK POOLS. This requirement shall be based on this Solicitation’s due date. Information provided shall include:
 - a. Name of Government Agency;
 - b. Type of insurance provided and risk management services;
 - c. Agency contact name, telephone and email address (City of Satellite Beach’s Staff shall not be listed as a Client Reference);
 - d. Contract period
- ii. Identify the number of years in business along with a brief historical summary of the firm.

e. **TAB 4 – TEAM’S (STAFF) QUALIFICATIONS** Provide responses to the following queries, as well as submitting detailed responses to all queries specified in any attachments:

- i. Provide an organizational chart or flow chart for the following services:
 - a. Customer service;
 - b. Administration, product development and marketing including selection of carriers;

- c. Administration of claims and provide legal representation in matters requiring litigation services;
 - d. Risk management
- ii. Identifying person(s) to be assigned as the City's main representative and primary contact; and
- iii. Identifying the person(s) or firms that will provide the above services.
- iv. Provide a resume of each person's professional qualifications who will be involved in providing above services on this Agreement.

f. **TAB 5 – PROPOSED SCOPE OF SERVICES** Provide responses to the following queries, as well as submitting detailed responses to all queries specified in any attachment:

- i. Provide a DETAILED scope of services proposed to meet the City's intent and requested scope of services, which shall specifically include:
 - 1. A detailed narrative that describes the following services proposed:
 - a. Customer service delivery model;
 - b. Administration product development and marketing, which shall include selection of carriers;
 - c. Administration of claims and provide legal representation in matters requiring litigation services; and
 - d. Risk management services
 - 2. All attachments regarding provision of insurance coverage shall be completed and submitted by the Proposer. This document will be used to document the insurance, limits and other pertinent information to define the lines of coverage to be proposed.
 - 3. The City would like to mirror the existing coverage limits and types as illustrated in **Exhibit "B"**. However, alternatives that provide enhanced coverage at a lower or equal cost may be considered.
- ii. Respondent's proposed Agreement for services.

g. **TAB 6 – FEE PROPOSAL**

- i. Respondent shall provide a Proposal Fee Schedule, which is an attachment regarding lines of coverage and proposed premiums.
- ii. This Proposal Fee Schedule must clearly provide proposed premiums and administrative fees. The Proposal Fee Schedule shall be provided in the following category order:
 - 1. Property
 - 2. Inland Marine
 - 3. Crime
 - 4. General Liability
 - 5. Law Enforcement Liability
 - 6. Public Officials Liability

- 7. Employment Related Practices Liability
 - 8. Workers' Compensation
 - 9. Employer's Liability
 - 10. Automobile Liability & Physical Damage
 - 11. Fiduciary
 - 12. Storage Tank/Pollution Liability
 - 13. Flood Insurance
- iii. Proposed premium pricing shall be net of all administration fees, risk services fee and all other incidental costs required to provide the coverages and services.
 - iv. Payment terms
- h. **TAB 7 – CITY FORMS – Proposal Submittal Form and all other required forms included in this solicitation document.**
 - i. These forms are included in this solicitation document and identified in the **Proposal Forms/Deliverables** page.

11. INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense and during the term of this agreement a certificate of insurance in accordance with **Exhibit "A"**.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City, or in accordance with policy provisions. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services. At award time, the successful respondent must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Satellite Beach as additional named insured on each of the policies referenced above.

12. EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on/attached to the **Proposal Submittal Form** and shall reference the pertinent section. Any exceptions to these sections may cause the submittal to be considered non-responsive.

13. ATTACHED FORMS

The following provides additional detail regarding some of the forms included with this RFP. A complete list of required forms is found on the Proposal Forms/Deliverables page.

a. **Non-Collusion Affidavit**

Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Proposal submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this RFP, the Party certifies the Respondent has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Respondent certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that:

- i. In connection with this Proposal submittal, no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- ii. The only person or persons interested in this Solicitation, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Solicitation or in the contract to be entered into. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the Respondent for the purpose of doing business.

b. **Americans with Disabilities**

As part of any Proposal submittal, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

c. **Compliance with Equal Employment Opportunity**

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

d. **Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or public work, may not submit a Proposal on lease of real property to a public entity, may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being placed on the convicted vendors list.

e. **Tie Submittal Certification**

Whenever two or more proposals that are equal with respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals /submittals will be followed if none of the tied vendors have a drug-free workplace program.

The above referenced forms are included in the Proposal Forms/Deliverables section of this Solicitation. Please ensure that you read these forms, and all others contained within this section thoroughly, and return them signed and notarized where required. Proposals received with incomplete forms may be deemed unresponsive.

END OF SECTION

GENERAL CONDITIONS

1. **Termination/Cancellation Clause**

The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, if the City deems performance has not been satisfactory.

2. **Cost of Preparation**

The City will not be responsible for any expenses incurred by respondents for the preparation of a statement of qualifications related to this procurement, or for any negotiations related to potential award of the Contract.

3. **Examination of Documents**

The respondent must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the respondent may request clarification by written request to the Support Services Department. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, published on the City's website. Vendors who wish to receive emailed notification of published addendum, may request this by emailing both the City Clerk (lolexa@satellitebeach.org) and the Assistant City Manager (ssherman@satellitebeach.org). **However, the City takes no responsibility to insure that vendors have received such addenda. Vendors remain solely responsible for reviewing the City's Bid page on the website for updates.** No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

4. **Withdrawal of RFP**

A respondent may, without prejudice, withdraw, modify, or correct the statement of qualifications after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing **before the time for opening the submittals.** No oral modifications will be considered.

5. **Governmental Restrictions**

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this RFP prior to delivery, it shall be the responsibility of the Respondent to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

6. **Submission of Proposal**

(i) **Incurred Expenses**

The City is not responsible for any expenses which Respondents may incur for preparing and submitting statements of qualifications called for in this Request for Proposals.

(ii) **Interviews**

The City reserves the right to conduct interviews or require presentations prior to selection (although this is not currently scheduled). The City will not be liable for any costs incurred by the Respondent in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

(iii) **Request for Modifications**

The City reserves the right to request that the Respondents(s) modify a submittal to more fully meet the needs of the City.

(iv) **RFP Acknowledgment**

By submitting a response, the respondent certifies that he/she/it has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification to Submittals**

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the submittals.

(vi) **Submittals Binding**

All proposals and pricing submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Proposals**

An alternate proposal will not be considered or accepted by the City.

(viii) **Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the proposal.

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that Request for Bids/Qualifications/Proposals and the responses are in the public domain. However, the Respondents are required to *identify specifically* any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals/submittals received from Respondents in response to this Request for Proposal will become the property of the City of Satellite Beach and will not be returned to the Respondent. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

7. Compliance with Orders and Laws

Successful respondents shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

- Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990
- Occupational, Safety and Health Act (OSHA)
- The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes
- Environment Protection Agency (EPA)
- Uniform Commercial Code (Florida Statutes, Chapter 672)
- American with Disabilities Act of 1990, as amended
- National Institute of Occupational Safety Hazards (NIOSH)
- National Forest Products Association (NFPA)
- State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code
- U.S. Department of Transportation
- The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Satellite Beach (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Respondent, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Respondent must complete and execute the Business Entity Affidavit form. The term "Respondent," as used herein, include any person or entity making a submittal herein to City or providing goods or services to City.

Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copy of City of Satellite Beach Ordinances may be obtained from the City of Satellite Beach City Clerk's Office.

8. Florida Government in the SUNSHINE LAW

As a Florida municipal corporation, the City of Satellite Beach is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Respondent acknowledges that the materials submitted with the Proposal and the results of the City of Satellite Beach evaluation are open to public inspection upon proper request. Respondent should take special note of this as it relates to proprietary information that might be included in its Proposal.

9. Cancellation

In the event any of the provisions of this proposal are violated by the Awarded Respondent, the City Manager shall give written notice to the Awarded Respondent stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council of Satellite Beach, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

10. Assignment

The Awarded Respondent shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Satellite Beach.

11. Termination for Default

If the Awarded Respondent defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Satellite Beach. In such event, the Awarded Respondent shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Respondent was not in default or (2) the Awarded Respondent's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Satellite Beach.

12. Termination for Convenience

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Satellite Beach. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Satellite Beach, the Awarded Respondent will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

13. Anti-Trust Provision

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/ or services as may be available.

14. Public Records, Audit Rights and Records Retention

Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request

for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Respondent which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Respondent shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

15. Capital Expenditures

Awarded Respondent understands that any capital expenditures that the Awarded Respondent makes, or prepares to make, in order to perform the services required by the City of Satellite Beach, is a business risk which the Awarded Respondent must assume. The City of Satellite Beach will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Respondent. If Awarded Respondent has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Satellite Beach.

16. Governing Law and Venue

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Brevard County, Florida.

17. Attorney Fees

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

18. No Partnership or Joint Venture

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Satellite Beach and Awarded Respondent, or to create any other similar relationship between the parties.

19. Terms and Conditions of Agreement

The Agreement to be entered into with the Awarded Respondent will include, but not be limited to, the following terms and conditions:

- a. The Awarded Respondent agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in

any way connected with the performance of the Agreement whether by act or omission of the Awarded Respondent, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

- b. The Awarded Respondent shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Respondent shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Respondent shall pay all damages and costs awarded against the City.
- c. An understanding and agreement, by and between the Awarded Respondent and the City, that the completion time as specified in Awarded Respondent's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

End of Section

SCOPE OF SERVICES

1. INTENT

- a. Property and casualty insurance submittals are requested by the City. Coverages to be included are Property, Inland Marine, Crime, General Liability, Law Enforcement Liability, Public Officials Liability, Employment Related Practices Liability, Workers' Compensation, Employer's Liability, Automobile Liability & Physical Damage, Fiduciary Storage Tank/Pollution Liability, and Flood Insurances. Services should include a comprehensive Risk Management/Loss Control program, Property Review, Safety Training, and Claims Administration/Adjusting, and appropriate legal representation & consultation related to the provided coverage.
- b. Insurance funds, captive insurers, other types of providers, or insurance carriers with a rating of below "A" by A.M. Best are preferred. Audited financial information shall be included in your Submittal Package. No submittal will be accepted by the City where insurance coverage is to be provided by any insurer or organization which has a rating from any of the following recognized rating firms which is less than the minimum rating specified below for that rating firm:

Minimum Rating Firm Rating

A. M. Best	B+
Duff & Phelps	BBB-
Moodys	Baa3
Standard & Poor's	
Claims-Paying Ability	BBB-
Qualified Solvency Rating	BBBq
Weiss Ratings, Inc.	C-

- c. If the coverage is to be provided by a person or organization not rated by one or more of the above designated rating firms, submittals for such coverage or service will only be accepted if the person or organization providing the service or coverage:
 - i. Has been successfully operating in the State of Florida for a minimum of ten (10) consecutive years;
 - ii. Submits with its submittal its last audited financial statement issued by a certified public accountant, which:
 - 1. is dated no earlier than 18 months prior to the stated opening due date and time;
 - 2. offers an unqualified opinion of the financial viability of the person or organization.

2. DEVELOPMENT COSTS

The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP. Firms should prepare a straightforward and concise description of the Firm's ability to meet the stated requirements.

3. SCOPE

The scope of work is a general guide to the work the City expects to be performed by the Respondent and is not a complete listing of all services that may be required or desired.

- a. **POLICY/CONTRACT FORMAT:** The City may benefit if they are able to combine coverage options from more than one submittal. Each proposer shall state the extent to which individual coverage being proposed are separable, without a change in premium costs.
- b. **PAYMENT OF PREMIUMS:** The City desires to have the options of installment payments. Firms are requested to indicate their more favorable terms and payment options.
- c. **LOSS CONTROL ASSISTANCE:** Firms are expected to provide loss control/safety assistance and are requested to submit information regarding loss control programs and applicable costs, if additional.
- d. **COST ALLOCATION ASSISTANCE:** Firms are expected to assist the City and provide a sound method of cost allocation based on acceptable industry standards using the premium, exposures, and loss data. Billing premiums shall be broken down by lines of coverage with all fees and charges clearly identified and directly associated with a line of coverage. Firms are encouraged to provide examples of premium and service billing, as well as examples of sound cost allocation methods to aid the City with equitable distribution of the premium cost back into various funds and accounts.
- e. **CLAIMS SERVICES:** Firms are expected to provide prompt and professional claims service and are requested to submit information regarding claims service and applicable costs, if additional. Loss runs shall be furnished to the City on a monthly basis, preferably in electronic format. **Proposals shall include sample loss runs. Firms must provide details for these additional requirements:**
 - **24 hours-7 days a week intake service to report accidents and/or injuries**
 - **Workers Comp, Liability, or both reporting services when reporting accident**
 - **Provide Notice of Injury immediately after an accident is reported**
 - **Handle all communications with all medical providers**
 - **Adjuster services including scheduling inspections immediately following an accident**
 - **Reporting to the State and maintaining Florida Statue exemptions, as applicable**
- f. **EXISTING CLAIMS MANAGEMENT:** Proposer shall provide a program and procedure for dealing with “run-out” or existing claims at the termination or non-renewal of any contract period. This shall include but is not limited to: continued existing claims management and defense, transfer or sell of existing claims to a new carrier or third party, assuming existing claims from an old carrier, and final disposition of existing claims. All associated costs are to be clearly identified. For the purpose and intent of this submittal, existing claims means any style or type of claim with a date of loss prior to October 1, 2017, whether currently reported or not.
- g. **LEGAL SERVICES:** Firms who include legal services as part of their claims service shall submit information regarding who is used, their contractual relationship with the proposer, their individual or firms qualifications and

experience, and applicable costs, if additional. This should include legal consultation, pre-defense review, and claims defense.

- h. **SAFTEY SERVICES:** Firms must provide free and/or low cost safety trainings on a monthly basis for each department. Firm must provide resource to review safety standards and policies and procedures.

4. MINIMUM COVERAGES AND EXPOSURES

a. GENERAL INFORMATION:

Named Insured: City of Satellite Beach
Address: 565 Cassia Blvd, Satellite Beach, FL 32937
Website: www.satellitebeach.org

Effective Date of Coverage: October 1, 2017 through September 30, 2020

- b. **CURRENT COVERAGE INFORMATION AND LOSS RUNS:** All current coverage, policy, and exposure information and loss runs are provided in the Solicitation Package (**Exhibit "B"**).

- c. **MOST RECENT FINANCIAL STATEMENT AND ANNUAL REPORT:** The City's Annual Financial Report can be obtained online at:
www.satellitebeach.org/departments/support_services.phpz.

d. BACKGROUND

Name: City of Satellite Beach
Address: 565 Cassia Blvd
Satellite Beach, FL 33825-3945
Created: 1957
Type: Municipality
Population: 10,485
Governance: The City operates under a Council-City Manager form of government. The legislative and governing body of the City is a five (5) member Council, including the Mayor.

The City provides a traditional mix of government services, including police and fire protection, the construction and maintenance of streets and infrastructure, stormwater, recreational activities, cultural events, planning, zoning, and administrative services.

Employees: Approximately 96 FTE (Full Time Equivalent)
Payroll: \$4,215,149
Budget: Fiscal year ends September 30.

<u>FISCAL YEAR</u>	<u>REVENUES</u>	<u>EXPENDITURES</u>
2015-2016	\$10,214,490	\$10,882,855
2014-2015	\$10,958,591	\$10,398,448
2013-2014	\$11,779,534	\$14,066,340
Debt:	Amount outstanding	\$7,231,811 as of 9/30/16

Latest Bond Rating: n/a
No default on any bond

- e. **CURRENT EXPOSURE INFORMATION:** Property, Inland Marine, Crime, General Liability, Law Enforcement Liability, Public Officials Liability, Employment Related

Practices Liability, Workers' Compensation, Employer's Liability, Automobile Liability & Physical Damage, Fiduciary Storage Tank/Pollution Liability, and Flood Insurances. **(Exhibit "C")**.

- f. **DESIRED PROPERTY COVERAGES:** The City desires coverage that meets or exceeds the provisions of its existing policies. If the respondent is unable to provide identical coverage, the respondent shall define their proposed coverage in their Proposal.

END OF SECTION

PROPOSAL FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO A REQUEST FOR PROPOSAL.

RESPONDENTS SHALL SUBMIT THE FORMS LISTED BELOW IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- Proposal Submittal Form
- Statement of No Response
- Solicitation Response Form
- Certification of Solicitation Requirements
- Contact Information Worksheet
- Respondent Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Equal Employment Opportunity Certification
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Anti-Kickback Affidavit
- Proposer's Certification
- Certificate of Authority
- Tie Submittal Form
- Acknowledgement of Conformance with OSHA Standards

PROPOSAL SUBMITTAL FORM

Insurance & Risk Management Services RFP 16/17-06

THIS PROPOSAL IS SUBMITTED TO:

City of Satellite Beach
565 Cassia Blvd
Satellite Beach, FL 32937

1. The undersigned Respondent proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Satellite Beach to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Respondents, including without limitation those dealing with the disposition of Proposal Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the Proposal Requirements within ten days after the date of City’s Notice of Award. (If applicable)

3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

 - (b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

 - (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

 - (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will

be required by Respondent for such purposes.

- (e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - (f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.
 - (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
4. Proposer understands that the quantities provided are only provided for submittal evaluation only. The actual quantities may be higher or lower than those in the submittal form.
5. Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
7. Communications concerning this Proposal shall be addressed to:
- Respondent: _____
- Address: _____
- _____
- Telephone _____
- Facsimile Number _____
- Attention: _____
8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

STATEMENT

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS DAY _____ of _____, 20____.

Person Authorized to sign Proposal:

_____ (Signature)

_____ (Print Name)

_____ (Title)

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____

Email: _____

STATEMENT OF NO RESPONSE

Insurance & Risk Management Services RFP 16/17-06

PROPOSERS TO THIS OPPORTUNITY MAY WRITE "N/A" ON THIS FORM, OR MAY OMIT IT FROM THEIR RESPONSE.

If you are not proposing on this service/commodity, please complete and return this form to: City of Satellite Beach – City Clerk’s Office 565 Cassia Blvd., Satellite Beach, FL 32937. Failure to respond may result in deletion of your firm’s name from the qualified vendor list for the City of Satellite Beach.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a response on the above because of the following reasons:

- _____ Specifications/Scope of Work too “tight”, i.e., geared toward brand or manufacturer only (explain below)
- _____ Insufficient time to respond
- _____ We do not offer this product, service or an equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS: _____

SOLICITATION RESPONSE FORM

PROPOSERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED BOX OR PACKAGE CONTAINING ALL OF THE SUBMITTALS.

Name: **Insurance & Risk Management Services RFP 16/17-06**

Due Date: **July 11, 2017
2:00 PM**

Delivery Location: **City of Satellite Beach
City Clerk's Office
565 Cassia Blvd
Satellite Beach, FL 32937**

Submitted by: _____
(name of company and address) _____

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

CERTIFICATION OF SOLICITATION REQUIREMENTS
Insurance & Risk Management Services RFP 16/17-06

PROPOSERS MUST COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION
PACKET.

FAILURE TO INCLUDE SHALL RESULT IN SUBMITTAL BEING DEEMED NON-
RESPONSIVE.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

I have carefully read and understood all the requirements of the solicitation.

As the person authorized to sign the statement, I certify that this firm is fully knowledgeable with the solicitation requirements and has fully read the entire solicitation.

VENDOR'S SIGNATURE

NAME OF COMPANY

VENDOR PRINT NAME

.....

CONTACT INFORMATION WORKSHEET

(To be completed by prime Proposer)

Insurance & Risk Management Services RFP 16/17-06

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ PHONE No.: _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ PHONE No.: _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT (if different from address provided above): _____

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS AND EXECUTE CONTRACTS ON BEHALF OF THE FIRM (NOTE: CONTACT PERSON CAN BE DIFFERENT FROM AUTHORIZED REPRESENTATIVE):

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)
(Resumes of individuals named on this sheet must be included in submittal)

CONTACT'S SIGNATURE: _____ DATE: _____

RESPONDENT QUALIFICATION STATEMENT
Insurance & Risk Management Services RFP 16/17-06

The Respondent's response to this questionnaire will be utilized as part of the City's overall Proposal/Statement Evaluation to ensure that the Respondent meets, to the satisfaction of the City of Satellite Beach, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project:

- a. The Proposer shall have been in business for a minimum of TEN (10) CONSECUTIVE YEARS and shall be legally authorized to perform services within the State of Florida. This requirement shall be based on this Solicitation's due date. Copies of documentation meeting this minimum requirement shall be submitted with the Proposal. Examples of documentation may include, without limitation, local business tax receipts for ten (10) years, corporation documents with date of inception, certificate of authority, etc. If the business is located **outside of the state of Florida**, they shall currently be legally authorized to perform services in their state. **In this case the Respondent shall submit to the City a current Certificate of Authority, which is issued through the Department of State and in accordance with Florida Statute 607.1501, within 10 business days upon notice of informal award.** This requirement shall be based on this Solicitation's due date. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your Submittal Package. Examples of documentation may include, but not be limited to, local business tax receipts for ten (10) years, corporation documents with date of inception, certificate of authority, etc.
- b. The Proposer shall be a current State of Florida licensed Agent or be a company qualified by holder of a current State of Florida insurance license. Copies of required licenses shall be submitted with your Submittal Package.
- c. The Proposer shall demonstrate a minimum of FIVE (5) CONSECUTIVE YEARS of COMMERCIAL INSURANCE EXPERIENCE and PROVIDING INSURANCE AND RISK MANAGEMENT SERVICES FOR GOVERNMENTAL AGENCIES. This requirement shall be based on this Solicitation's due date. The Proposer shall provide references for meeting these requirements in the **Respondent Qualification Form** and the references shall be used in determining if a Proposer is responsive. Additional documentation may be submitted with your Submittal Package. In the event the Respondent has previously performed work for the City, the City's experience shall be considered when evaluating references for determining a responsive submittal. The City reserves the right to utilize other sources (i.e. Better Business Bureau, State/Federal databases, etc.) for determining a responsive Respondent. Respondents not demonstrating minimum similar and acceptable experience may be deemed non-responsive.

ON THE FORM BELOW, RESPONDENT MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location _____
Owner Name _____
Contact Person _____

Contact Telephone No. _____

Email Address:

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

2. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address:

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

3. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address:

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

Sworn to and subscribed before me this ____ day of _____, 20 ____.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT
Insurance & Risk Management Services RFP 16/17-06

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Satellite Beach, Florida by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes; The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC Section 3601-3631.

By: _____

Print Name: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__ by _____, who is personally known to me or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Insurance & Risk Management Services RFP 16/17-06

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 3.2.3 of this document.

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.

Individual's Signature

Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

Insurance & Risk Management Services RFP 16/17-06

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____ whose
business address is _____ and (if applicable)
its Federal Employer Identification number (FEIN) is _____ (IF the entity had no
FEIN, include the Social Security Number of the individual signing
this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
3. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

4. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH MAY 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

Print Name: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__ by _____, who is personally known to me or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

DRUG-FREE WORKPLACE PROGRAM
Insurance & Risk Management Services RFP 16/17-06

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

NAME OF COMPANY

VENDOR PRINT NAME

PROPOSER'S CERTIFICATION
Insurance & Risk Management Services RFP 16/17-06

I have carefully examined the Request for Proposal, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my statement will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the statements.

I certify that all information contained in this statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this statement is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Satellite Beach or any other proposer is interested in said statement; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

By:

Signature

Name and Title, Typed or Printed

Mailing Address

City, State and Zip Code

Telephone Number

Sworn to and subscribed before me
this ____ day of _____, 20__

Notary Public

STATE OF _____

My Commission Expires

**RFP SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP –
CERTIFICATE OF AUTHORITY**

Insurance & Risk Management Services RFP 16/17-06

The full names and residences of persons, partners or firms interested in the foregoing RFP, as principals are as follows:

Witness:
(seal)

Respondent:

Firm Name

Signature

Print Name

Title (Sole Proprietor or Partner)

Post Office Address:

County in which fictitious name is registered.

Attach a copy of proof of registration.

RFP SIGNATURE PAGE FOR CORPORATION - CERTIFICATE OF AUTHORITY

**Property & Casualty Insurance and Risk Management Services
RFP 16/17-06**

The officers of the Corporation are as follows:

	<u>Name</u>	<u>Address</u>
President	_____	_____
Vice-President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Registered Agent	_____	_____

The full names and residences of stockholders, persons, or firms interested in the foregoing RFP, as principals, are as follows:

Post Office Address Respondent

Corporate Name

President's Signature

Is this corporation incorporated in the State of
___ Yes ___ No Secretary

Attest: _____

If no, give address of principle place of business:

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

Property & Casualty Insurance and Risk Management Services
RFP 16/17-06

S.R. To the City of Satellite Beach,

We _____,

hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Satellite Beach, **Insurance & Risk Management Services, RFP 16/17-06**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Satellite Beach, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

BY: _____

ATTEST

EXHIBIT "A"

INSURANCE REQUIREMENTS

INSURANCE & RISK MANAGEMENT SERVICES

I. Commercial General Liability

- A. Limits of Liability
- | | |
|---|-------------|
| Bodily Injury & Property Damage Liability | |
| Each Occurrence | \$1,000,000 |
| Policy Aggregate | \$2,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Products/Completed Operations | \$1,000,000 |

B. Endorsements Required

City of Satellite Beach listed as an additional insured
Primary Insurance Clause Endorsement
Contingent and Contractual Liability
Premises and Operations Liability

- II. **Automobile Liability (If Applicable)** \$1,000,000
Owned or Scheduled Autos, including Hired and Non Owned Autos
City of Satellite Beach listed as an additional insured

- III. **Workers Compensation**
Statutory Limits- State of Florida

Employer's Liability

- A. Limits of Liability
- | |
|--|
| \$100,000 for bodily injury caused by an accident, each accident |
| \$100,000 for bodily injury caused by disease, each employee |
| \$500,000 for bodily injury caused by disease, policy limit |

IV. **Professional Liability/Error's & Omissions**

- A. **Limits of Liability**
- | | |
|---------------------|-------------|
| Each Claim | \$5,000,000 |
| Policy Aggregate | \$5,000,000 |
| Retro Date Included | |

- V. **Umbrella Liability (Excess Follow Form)**
- | | |
|------------------|-------------|
| Each Occurrence | \$3,000,000 |
| Policy Aggregate | \$3,000,000 |

The above policies shall provide the City of Satellite Beach with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than “A-“ as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management

Consultant shall indemnify, defend and hold harmless the City, its elected officials, employees, agents and volunteers (collectively referred as “Indemnitees”) against all loss, costs, penalties, fines, damages, claims, expenses, including attorney’s fees, or liabilities (“collectively referred to as “liabilities”) by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Consultant, its employees, agents, or sub-contractors.

Consultant expressly agrees to indemnify and hold harmless the indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Consultant to the extent same it’s covered by payments under workers’ compensation or similar laws. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, without limitation, 725.06 & 725.08, F.S., if applicable. Severability shall apply to each sentence of this section. This indemnification shall survive the cancellation or expiration of the agreement.

Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by Consultant.

Exhibit “B”

See Attached

**Current Coverage Information
and Loss Runs**

Exhibit “C”

See Attached

Current Exposure Information