

<p>Submit RFP to:</p> <p>CITY OF EDGEWOOD</p> <p>405 Larue Avenue Attn: Bea L. Meeks, City Clerk</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>REQUEST FOR PROPOSALS # 2015-01 FOR: PROPERTY AND CASUALTY INSURANCE</p>
<p><u>Contact:</u></p> <p>405 Larue Avenue Edgewood, FL 3280 Phone: (407) 851-2920 Fax: (407) 851-7361</p>	<p>RESPONDENTS NAME: _____ _____ _____</p>
<p>Proposal Due Date & Time: WEDNESDAY, MAY 27, 2013 AT 2:00 P.M.</p>	<p>MAILING ADDRESS: _____ _____ _____ Phone#: _____</p>
<p><u>Location of Public Opening:</u> City of Edgewood City Hall Council Chamber 405 Larue Avenue Edgewood, FL 32809</p>	

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Respondents shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the RFP# and title. Companies shall submit **one original and six copies along with a CD** of their response, complete with all supporting documentation. SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN OFFER BY THE COMPANY SUBMITTING RESPONSE. RFP responses which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective Respondents are hereby instructed not to contact the City of Edgewood Mayor, any Council Member, or City of Edgewood Staff members other than the noted contact person OR another regarding this Request for Proposals or their response at any time during the RFP process. Any such contact shall be cause for rejection of your response. The RFP/RFQ process is not complete until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF RFP: RFP must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Proposer in contractual obligations. Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original bid conditions and specifications cannot be changed or altered in any way. Altered RFP's will not be considered. Clarification of RFP's submitted shall be in letter form, signed by proposers and attached to the RFP.

RESPONDENT INFORMATION: Firms shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the RFP Information Sheet, whichever part applies, and include with their submittal.

JOINT VENTURES: Responses submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Request for Proposals.

RFP OPENING: Shall be public, at the above address, on the date and at the time specified above. The response time and place shall be scrupulously observed. Under no circumstances shall submittals delivered after the time specified be considered; such Submittals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. Staff in City Hall will date stamp and write the time for each Request for Proposal submitted, at the time it is submitted. Date stamped and time written serves as the official authority to determine lateness of any response. It is the Respondents sole responsibility to assure that his/her response is complete and delivered at the proper time and place of the RFP opening. Submittals which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public RFP Opening should contact the City Clerk at least 48 hours in advance of the meeting at 407-851-2920.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. If requested, the City Clerk will provide an exemption certificate to the awarded Proposer. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Business Tax Receipts, Florida Sales Tax Registration and Federal Employee Identification Number.

MISTAKES: Proposers are expected to examine the terms and conditions, specifications, delivery schedule, proposed prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. RFP's having erasures or corrections must be initialed in ink by the Proposer.

AWARD TERM The term of this award is for a period of up to three years with the option to renew for two additional one year periods upon mutual agreement of both parties.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the City Clerk, City of Edgewood, 405 Larue Avenue, Edgewood, FL 32809.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.
- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the RFP Response Form.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this request if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Documents are the only conditions applicable to this RFP and the Proposer's authorized signature on the RFP Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Respondents shall carefully examine the RFP Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Submittals; failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP Documents shall be requested in writing (facsimile transmission acceptable (407) 851-7361, and received by the City at least seven (7) calendar days prior to the RFP Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the RFP. Therefore, oral statements given before the RFP opening will not be binding. Any interpretation of, or changes to, the RFP will be made in the form of a written Addendum to the RFP and will be furnished to all Respondents through email that is sent using the receipt and read options for confirmation of receipt of email. Receipt of all addenda shall be acknowledged by the Respondents by acknowledging with their email response.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to RFP Documents, in the form of a written addendum. Should revisions to the RFP Documents become necessary, the City will post a written addendum to the City's website in the document file; sub-file "Insurance RFP" which will go out to all Respondents who received a bid package. All addenda are posted to the City's website and current plan holders are notified that an addendum has been issued. It is the vendor's responsibility to check the City's website at <http://edgewood-fl.gov/> in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Respondent who disputes the RFP selection or contract award recommendation shall file an appeal in accordance with F.S. 286.0105 within seven (7) days from the date the bid was awarded. He or she will need a record of the proceedings and that, for such purposes, he or she may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based

CONFLICT OF INTEREST: All Respondents must disclose with their RFP the name of any officer, director, or Agent who is also an employee of the City. All Respondents must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

LEGAL REQUIREMENTS: Respondents are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the

Respondent shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more RFP's which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a RFP received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on the City's website.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all Submittals, or waive any minor irregularity or technicality in Submittals received, award or eliminate any portion of the response, and may, at its sole discretion, request a re-bid, or abandon the project in its entirety. Respondents are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this RFP and all provisions of the successful firm's submittal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the Respondent to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Respondent, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Respondent. Further, if such a claim is made, or is pending, the Respondent may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Respondent and receive reimbursement. If the Respondent used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a RFP, Respondent agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Request for Proposals and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Respondent certifies that all material, equipment, etc., contained in his/her response meets all applicable O.S.H.A. requirements. Respondent further certifies that, if he/she is the successful Respondent, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Respondent.

RESPONSIBILITY: A Respondent must have at the time of the RFP opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product proposed, and capable of producing or providing the items proposed, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Respondent's facilities at any reasonable time, during normal working hours, to determine that Respondent has a bona fide place of business, and is a responsible Respondent.

DISQUALIFICATION OF RESPONDENT: More than one response from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Respondent is involved in more than one submittal will be cause for rejection of all RFP's in which such Respondents are believed to be involved. Any or all Submittals will be rejected if there is reason to believe that collusion exists between Respondents. RFP's in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a RFP expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's the City Clerk's Office. The Respondent shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, RFP's become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

RFP's may be reviewed at City Hall, 405 Larue Avenue, Edgewood, FL 32809.

RFP PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals. Respondents should prepare their responses and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Edgewood reserves the right to accept or reject any or all Submittals and to make the award to that Respondent, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Edgewood also reserves the right to reject the response of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Edgewood reserves the right to inspect all facilities of respondents in order to make a determination as to the foregoing. The City of Edgewood reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

RFP# 13008
PROPERTY AND CASUALTY INSURANCE COVERAGE

BACKGROUND:

The City of Edgewood incorporated on April 24, 1924 and has a current population of 2606. Total number of full-time employees is 18; one part-time employee. Services provided to the residents of Edgewood include Administration, Construction Services, Police Services, Human Resources and Planning & Development Services. Total current insured property values including contents equals \$1,144,783.

The current Property & Casualty insurance program is placed through Florida Municipal insurance Trust.

Our goal is to obtain the most appropriate insurance coverage plan for the City to become effective October 1, 2015. Coverages include: Property, Inland Marine, Boiler & Machinery, Crime, General and Law Liability, Public Officials Liability including Employment Practices and Workers Compensation. The City may hire an Insurance Consultant to be on the Selection Committee.

RFP RANKING:

1. The reputation of the insurance carrier(s) will be evaluated on AM Best financial ratings and/or a company background check. In lieu of an AM Best rating, respondents may provide a copy of the most recent audited financial statement if proposing a Trust.
2. Several factors will be used to compare proposals and are considered important to the City. All Proposers or Respondents should include detailed information regarding cost, limits, deductibles, carrier selection, service ability and service history, and ancillary services as well as references. Please be sure to review the "Rating Criteria" on page 14 of the RFP.

Proposals duly submitted will be publicly opened at the date and time specified above. The City of Edgewood reserves the right to reject any and all proposals or to accept any proposal or portion thereof deemed to be in the best interest of the City of Edgewood and to waive any non-substantial irregularities or cancel this solicitation in its entirety at will. Award of the contract will be made to the responsible, responsive Proposer or Respondent, which has submitted, in the sole determination of the City, the proposal which offers the City the best value. The City's decision will be final.

INQUIRIES AND ADDENDA

Each Proposer or Respondent shall examine all RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarifications, or additional information pertaining to the RFP shall be made to Bea Meeks, City Clerk via email to bmeeks@edgewood-fl.gov. Email is the preferred method of contact. Questions will only be taken in writing. Telephone inquiries will not be accepted. This is to ensure that your question or questions are forwarded to the appropriate party for answers. If questions arise throughout the process, they will be answered through addendum to be posted on the City's web site

The City shall not be responsible for oral interpretations given by any City employee, representative, or others. It shall be the responsibility of each firm, prior to submitting proposals, to determine if addenda were issued and to make such addenda a part of the proposals.

EXECUTION OF AGREEMENT

The individual, firm, agency or corporation to which the contract is awarded shall sign the necessary agreement entering into a contract with the City, No contract shall be considered binding upon the City until it has been properly executed.

COMPLIANCE WITH LAWS

Each Proposer or Respondent is responsible for full and complete compliance with all Federal, State, and local laws, rules, and regulations. Failure or inability on the part of the Proposer or Respondent to comply with such laws, rules, and regulations shall not relieve any Proposer or Respondent from its obligations to honor its proposal and to perform completely in accordance with its proposal.

STANDARD CONDITIONS

1. **No Corrections** – Once competitive proposals are submitted, the City shall not accept any request to correct errors or omissions in any submitted information.
2. **Openness of Procurement Process** – Written competitive responses, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 of the Florida Statutes. The City gives no assurance as to the confidentiality of any portion of any response once submitted.
3. **No Collusion** – By offering a submission to this RFP, the Proposer or Respondent certifies the Proposer or Respondent has not divulged to, discussed, or compared his or her competitive proposal with other Proposer or Respondents and has not colluded with any other Proposer or Respondents or parties to the competitive RFP whatsoever.
4. **Informality Waiver/Rejection of Responses** – The City reserves the right to reject any and all proposals or to accept any proposal or portion thereof deemed to be in the best interest of the City of Edgewood and to waive any non-substantial irregularities or cancel this solicitation in its entirety at will. Award of the contract will be made to the responsible, responsive Proposer or Respondent, which has submitted, in the sole determination of the City, the proposal which offers the City the best value.
5. **Appropriation Clause** – The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow any continuation of its performance in accordance with the terms and conditions of a contract resulting from this RFP, for each and every fiscal year following the fiscal year in which the contract shall remain in effect. Upon notice that sufficient funds are not available in subsequent fiscal years, the City shall thereafter be released of all terms and conditions.

6. **Discrimination** - Minority/Womens' Business Enterprises (MBE) (WBE) are encouraged to submit bids. The City does not discriminate against any Proposer or Respondent because of race, creed, color, national origin, sex or age in the selection of successful Proposer or Respondent. Vendors doing business with Edgewood are prohibited from discriminating against any person because of race, creed, color, national origin, sex or age with regard, but not limited to the following: employment practices, rates of pay or other compensation methods and training selections.
7. **Code of Silence** - A Code of Silence shall be in effect during the RFP process. The Code of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. The Code of Silence prohibits any communication regarding each bid between: a) a potential vendor, service provider, or lobbyist and the staff of Edgewood, including a potential vendor, service provider, bidder, or lobbyist and any one or more of the City Council.

Unless specifically provided otherwise in the RFP document, the Code of Silence does not apply to communications at duly noticed pre-bid meetings and site visits prior to bid opening if deemed necessary. The Code of Silence terminates at the time Edgewood acts on a contract award; provided, however, that communications are permitted when Edgewood receives public comment at the meeting when the recommendation is presented to the City Commission.

Violation of this policy by a potential vendor, service provider, bidder, or lobbyist may, in the discretion of the City, may result in rejection of said bidder, proposer, respondent and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer or respondent voidable.

INSURANCE REQUIREMENTS

1. The successful Proposer or Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverage, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Vendor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assume by Vendor under any resulting contract.
 - a. Commercial General Liability insurance on an "occurrence" basis in an amount not less than \$1,000,000 combined single limit Bodily Injury Liability and Property Damage Liability.
 - b. Business Automobile Liability insurance in the amount of \$1,000,000, providing Bodily Injury Liability and Property Damage Liability.
 - c. Workers' Compensation Insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida laws, including Employers' Liability which meets all state and federal laws.
 - d. Professional Liability/Errors or Omissions insurance, as appropriate for the type of business engaged in by the Vendor, shall be purchased and maintained by the Vendor with minimum limits of not less than \$1,000,000 per claim, \$1,000,000 Annual Aggregate or a \$1,000,000 combined single limit.

2. Notice of Cancellation or Restriction. All policies of insurance must be endorsed to provide the City with thirty (30) days notice of cancellation or restriction except for non-payment of premium.
3. Certificates of Insurance/Certified Copies of Policies. The vendor shall provide the City with a certificate or certificates of insurance showing the existence of the coverage's required by this RFP. The vendor will maintain the coverage with a current certificate or certificates of insurance throughout the term of the contract with the City. When specifically requested by the City in writing, the vendor will provide City with copies of all policies of insurance as required above. New certificates and new copies of policies shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers. The address where such certificates and polices shall be sent or delivered is as follows:

City of Edgewood
Attn: Bea Meeks, City Clerk
City of Edgewood
405 Larue Avenue.
Edgewood, FL 32809

4. Vendor acknowledges that it is solely responsible for complying with the terms of this RFP or a purchase order or contract arising out of this RFP. In addition, the vendor shall, at its own expense, secure and provide to the City, prior to beginning performance under this RFP, or a subsequent purchase order, or contract, all insurance coverage as required in this RFP and its contract with the City.
5. Any party providing services or products to the City will be expected to enter into a written agreement, contract, or purchase order with the City that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole option of the City, disqualify any vendor, Proposer or Respondent of services and/or products to the City.

I. PREPARATION OF PROPOSALS

- 1.1 A Proposer or Respondent is expected to be fully informed as to the requirements of the Specifications and failure to do so will be at the Proposer or Respondent's own risk. A Proposer or Respondent shall not expect to secure relief on the plea of error or misunderstanding.
- 1.2 By signing the proposal, the Proposer or Respondent declares that the only persons or parties interested in the proposal are those named in such proposal and that the proposal is, in all respects, fair and without fraud, and that it is made without collusion with any official of City of Edgewood and that the proposal is made without any connection or collusion with any person submitting another proposal.
- 1.3 All proposals shall be submitted on the prescribed form provided in these Specifications. All copies must be plainly marked by the Proposer or Respondent who will be responsible for their accuracy. All blank spaces must be filled in as noted, in ink or typed. Proposals having erasures or corrections must be initialed in ink by the Proposer or Respondent.

- 1.4 The City of Edgewood wishes to emphasize that any exceptions or clarifications not otherwise specified within these documents should not discourage Proposer or Respondent from responding. Any deviation from the Specifications must be explained in detail on sheets attached to the proposal form and labeled "Clarifications and Exceptions" and each deviation must specifically refer to the applicable Specification paragraph and page. Otherwise, it will be considered that the items offered are in strict compliance with these Specifications and the successful Proposer or Respondent will be held responsible for meeting the Specification. If the Proposer or Respondent wishes their own standard terms and conditions to be considered as part of its proposal, such terms and conditions must be made part of the "Clarifications and Exceptions" or these alterations will not be considered. Any applicable documentation required to supplement Proposer or Respondent's explanation should also be submitted to allow proper consideration. Final determination as to whether any deviations will be accepted or rejected will be solely determined by City of Edgewood.

II. QUALIFICATION OF PROPOSER OR RESPONDENT

- 2.1 The City of Edgewood reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Proposer or Respondent to perform the work.
- 2.2 If, after any investigation, the evidence of competency or financial ability is not satisfactory based on the City's judgment, the City of Edgewood and their assigned representatives reserve the right to reject the proposal.

III. RECEIPT AND OPENING OF PROPOSALS

- 3.1 All proposals must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in the Request for Proposal. Any Proposer or Respondent may withdraw its submittal either personally or by written communication at any time prior to the established deadline.
- 3.2 The Proposer or Respondent shall submit its response on the form furnished in this package along with all information indicated within this document.
- 3.3 All proposals shall be mailed or delivered to the address specified in the Request for Proposal. No faxed proposal responses will be accepted by City of Edgewood. PROPOSALS RECEIVED AFTER THE STATED DEADLINE WILL NOT BE ACCEPTED.

IV. CONSIDERATION OF PROPOSALS AND AWARD OF CONTRACTS

- 4.1 Proposal tabulations with recommended awards will be available for review by interested parties through the City's website.
- 4.2 Failure on the part of the successful Proposer or Respondent to execute a contract within fourteen (14) calendar days after the notice of acceptance may be just cause for annulment of award. City of Edgewood may then accept the

proposal of the next best-evaluated Proposer or Respondent or re-advertise for new proposals.

- 4.3 The City of Edgewood reserves the right to award the contract to a Proposer other than the low Proposer or Respondent for such reasons as acceptability of specific products or designs, coverage dates, financial standing, past performance, additional features or programs offered, unacceptable deviations or exceptions taken to these Specifications or degree of compliance with any other requirement dictated by these Specifications. City of Edgewood shall have the right to consider price, performance and qualifications of the Proposer or Respondent and other factors in making the award.

V. PURCHASING AGREEMENT

- 5.1 These conditions shall apply to the property and casualty insurance program.
- 5.2 Any proposal submitted in response to these Specifications shall be binding for a period of sixty (60) calendar days after the proposal opening date or thirty (30) days following the expiration date of current policies, whichever is greater and shall remain firm for the specified contract duration.
- 5.3 Any award made under these Specifications shall in no way prevent the City of Edgewood from requesting future quotes or proposals on identical or similar items to those covered herein.

VI. PAYMENT

- 6.1 The successful Proposer or Respondent shall be responsible for invoicing the City of Edgewood on a quarterly basis at the address listed.
- 6.2 Payment may be withheld by City of Edgewood due to failure by the Vendor to comply with the agreed Specifications. The City shall notify the successful Proposer or Respondent of any unsatisfactory performance as soon as practicable so that it may be corrected without delaying payment if possible.

VII. SPECIFICATIONS

- 7.1 Proposer or Respondent will have the sole responsibility of completing all insurance company applications based on the information provided in this proposal. City of Edgewood will sign completed applications for the successful Proposer or Respondent if needed.
- 7.2 Coverage under this award shall begin on October 1, 2015.
- 7.3 Proposals are to remain valid for a period of thirty (30) calendar days following the expiration date of the current policy, which may be replaced in the event that an extension of coverage is undertaken.

- 7.4 It is agreed by the undersigned Proposer or Respondent that the signing and delivery of the proposal represents the Proposer or Respondent's acceptance of the terms and conditions of the specifications and if awarded the contract by City of Edgewood, the Specifications and proposal as accepted will represent the agreement between the parties.
- 7.5 All proposals must be submitted by a licensed Florida resident agent, licensed insurance carrier or Trust. Proposals must be signed by an authorized representative of the insurance company underwriting the program. If the submitting agent/broker does not have the authority to sign the proposal, it should be signed by an authorized representative of the company. Proposals submitted without binding authority will not be given the same consideration as authorized proposals.
- 7.6 Ninety (90) calendar days written notice by the insurer is requested prior to any restriction of limits or modification by the insurer resulting in restriction of existing policy terms, premium alterations or provisions.
- 7.7 Thirty (30) calendar days written notice by the insurer is requested for termination or non-renewal of coverage except for non-payment of premium.
- 7.8 Please indicate the address, telephone number and name of individuals to whom claims should be reported and the procedures to be followed in notifying the insurer.
- 7.9 City of Edgewood requires that the successful Proposer or Respondent submit quarterly loss reports for the line(s) of coverage insured. Reports should be accompanied by a detailed description of individual paid losses and reserves for each claim and should be received by City of Edgewood within thirty (30) calendar days following the end of the reporting period. The total claims (both number of claims and incurred and reserved costs) should be included. In the event of termination of coverage, loss reports shall continue to be furnished until all open claims have been concluded. It may be requested that claim reports be structured by departments or locations.
- 7.10 All submittals are to be based upon the current and expiring insurance conditions which are included in Attachments 1 - 3.
- 7.11 The City of Edgewood is interested in reviewing various deductible options. A complete and detailed premium analysis calculation to include all discounts and deviations is required for each of the following options:

Property

- A) \$10,000 Deductible w/limits per schedule
- B) \$25,000 Deductible w/limits per schedule
- C) \$50,000 Deductible w/limits per schedule

Inland Marine

- A) \$ 500 Deductible w/limits per schedule

- B) \$1,000 Deductible w/limits per schedule

Automobile Comp

- A) \$ 0 Deductible w/limits per schedule
- B) \$ 500 Deductible w/limits per schedule
- C) \$1,000 Deductible w/limits per schedule

Automobile Collision

- A) \$ 0 Deductible w/limits per schedule
- B) \$ 500 Deductible w/limits per schedule
- C) \$1,000 Deductible w/limits per schedule

General Liability/Automobile Liability

- A) \$10,000 Deductible w/limits per schedule
- B) \$25,000 Deductible w/limits per schedule
- C) \$50,000 Deductible w/limits per schedule

Public Officials E&O

- A) \$10,000 Deductible w/limits per schedule
- B) \$25,000 Deductible w/limits per schedule
- C) \$50,000 Deductible w/limits per schedule

Crime Coverage

- A) \$0 Deductible w/limits per schedule

Honesty Blanket Bonds

- A) \$ 0 Deductible w/limits per schedule
- B) \$100 Deductible w/limits per schedule
- C) \$500 Deductible w/limits per schedule

Workers' Compensation

- A) \$ 0 Deductible w/limits per schedule
- B) \$25,000 Deductible w/limits per schedule
- C) \$50,000 Deductible w/limits per schedule

7.12 **A duty to defend arrangement is mandatory.** Attorney fees are paid by the insurer and are not applied to the deductible. The City of Edgewood would like to review the list of attorneys which will be available to them. If attorney fees are applied to the deductible or if the City is responsible for the payment of attorney fees, your proposal will be rejected.

7.13 The incumbent offers a disaster mitigation and recovery/claims management service at no additional cost to members. If Proposers or Respondents offer any kind of related service program, please include specifics, including program features, costs and length of time offered.

- 7.14 Please explain how claims retention is handled and how layers of coverage are used to provide Casualty, Property and Workers' Compensation protection.
- 7.15 If the Proposer or Respondent offers any kind of grant programs, that enable the City to offset insurance premium costs of any kind, please specify what the grant terms are for the program.
- 7.16 For each coverage proposed, please specify how Loss Control, Underwriting, Claims Administration and Case Management are handled, naming who performs the service and how they are engaged by the Proposer or Respondent (Employee/Contract).
- 7.17 If the Proposer or Respondent offers a return of premium program for any coverage line, please specify the terms of that program, how long it has been in existence, and the probability of its continuance.
- 7.18 All Proposers or Respondents must present pricing for occurrence based policies, not claims made.

VIII. AGENTS' DISCLOSURE

- 8.1 All agents and brokers responding to this proposal must disclose any and all commissions, fees, service charges or compensation of any type that may be added by the agent or broker to the direct quote from the carrier, administrator or trust prior to submittal. Additionally, a detailed list of all services to be provided by the submitting agent or broker is required in your proposal submission.

IX. RATING CRITERIA

- 9.1 Rating of each proposal will be based on the following:

TAB	CRITERIA	POINTS
A	Overall premiums including all applied discounts and credits	15
B	Scope of coverage	15
C	Ability to service City of Edgewood	10
D	Municipal experience and public sector client base	10
E	Agency, Trust or Insurance Carrier personnel and qualifications	10
F	References – use form included in RFP	10
G	Financial stability and assigned rating of carriers and re-insurers	10
H	Industry reputation and client recommendations	10
I	Additional value-added programs/services	10
J	Required Forms	0
	TOTAL POINTS	100

All rating factors will be weighed taking into consideration the specific needs of City of Edgewood.

All Proposers or Respondents are encouraged to provide any additional information that will be instrumental in assisting City of Edgewood in assessing proposals. Supporting documentation may be attached within this proposal for consideration.

**CITY OF EDGEWOOD
BIDDER INFORMATION FORM**

The information below is required to complete your bid packet. Type or print only.

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Remittance (Payment) Mailing Information

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Fax Number: _____

Project Contact: _____

e-mail address: _____

Federal Tax ID No.: _____

Tax ID Type: Federal Tax ID Social Security Number

This Form Must Be Completed and Returned with your Submittal.

Qualifications Summary

QUALIFICATIONS SUMMARY

CITY OF EDGEWOOD REQUEST FOR PROPOSAL PROPERTY AND CASUALTY INSURANCE PROGRAM

1. Agent/Broker Name: _____
2. Agency or Firm Name: _____
3. Address: _____
4. Telephone: _____
5. Fax: _____ Email Address: _____
6. Number of Years in Business: _____
7. Number of Public Entities Serviced: _____
8. Number of Municipalities Serviced in Florida: _____
9. What is your Florida Premium volume? _____
10. Do you have experience in placing property coverage for similar sized entities?
If yes, please list the name(s) of the entities.

11. List key personnel who will be assigned to the City's account, including name, licenses held and years of experience in servicing public entity accounts. Attach an additional sheet if necessary.

12. List the name(s) of any officer, director, agent or other key personnel who is an official or employee of the City. _____
13. List any information pertinent to the selection of your submitted proposal. Be sure to include service, experience or qualifications which may give you an advantage over other proposers.

14. Explain your ability to access, utilize and leverage the property insurance market.

15. List any exclusive access you may have to including specialized markets, programs or trusts and explain the advantages of their program(s).

16. Additional Comments:

REFERENCES

Provide specific references for at least five (5) customers (preferably public entities), including customers served by the firm's nearest office to the City. They should be of similar sizes, complexity and magnitude to the City. Additional references may be provided by attachment.

Proposer: _____

1. Organization: _____

Address: _____

Contact, phone number: _____

Insurance/Services provided: _____

2. Organization: _____

Address: _____

Contact, phone number: _____

Insurance/Services provided: _____

3. Organization: _____

Address: _____

Contact, phone number: _____

Insurance/Services provided: _____

4. Organization: _____

Address: _____

Contact, phone number: _____

Insurance/Services provided: _____

5. Organization: _____

Address: _____

Contact, phone number: _____

Insurance/Services provided: _____

RESPONSE FORM

RESPOND TO: CITY OF EDGEWOOD

**Bea Meeks, City Clerk
Edgewood City Hall
405 Larue Avenue
Edgewood, FL 32809**

I acknowledge receipt of Addenda No. (s) _____

I have included

- Response Form _____
- Lobbying and Conflict of Interest Clause _____
- Non-Collusion Affidavit _____
- Drug-Free Workplace Form _____
- Public Entity Crime Statement _____

I have included a current copy of the professional licenses as noted in the RFP document.

Check mark items above, as reminder that they are included)

Mailing Address: _____ Telephone: _____
_____ Fax: _____
_____ Date: _____

Signed _____ Witness: _____

(Print Name)

(Title)

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____

(date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

LOBBYING AND CONFLICT OF INTEREST CLAUSE

ETHICS CLAUSE

“ _____ ”
(Company)

“...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former City officer or employee in violation of Section _____ of Ordinance No. _____ or any City officer or employee in violation of Section ___ of Ordinance No. _____. For breach or violation of this provision the City may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former City officer or employee.”

(Signature)

(Date)

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____

(date) by _____ (name of affiant). He/She is personally known to me or

has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that

1. I am _____ of the firm of _____ the bidder making the Proposal for the project described in the Request for Proposals for _____ and that I executed the said proposal with full authority to do so;
2. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor;
4. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; and
5. The statements contained in this affidavit are true and correct, and made with full knowledge that the City of Edgewood relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature)

Date:

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____

(date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publishes 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. Informs employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a 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. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 (Florida Statutes) 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. Imposes 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, or any employee who is so convicted.
6. Makes a 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.

(Signature)

Date:

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____(date) by

_____ (name of affiant). He/She is personally known to me or

has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

PUBLIC ENTITY CRIME STATEMENT

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

I have read the above and state that neither _____ (Proposer’s name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

Date

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____

(date) by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____