



**201 West Moody Blvd
Bunnell, Florida 32110**

**REQUEST FOR PROPOSALS
(RFP)**

RFP- 2015-04

FOR

**Property/Casualty, Liability Insurance and Workers Compensation
Program**

DATED: August 10, 2015

**Larry Williams, City Manager
Stella Gurnee, Finance Director**

TELEPHONE: (386)437-7500

SUBMITTALS DUE: August 17, 2015 TIME: 10:00 AM, LOCAL TIME

Legal Notice

**RFP-2015-04–Property/Casualty, Liability Insurance and Workers Compensation Program
City of Bunnell**

City of Bunnell (“City”) invites the submission of Proposals from all interested and qualified parties with demonstrated expertise in the administration of a Property/Casualty, Liability Insurance and Workers Compensation Program. A copy of the Request for Proposals and instructions for submittal may be obtained online at www.demandstar.com or at <http://www.bunnellcity.us/bids> .

One (1) original, (5) identical copies and (1) CD copy of the proposal, in conformance with the detailed submittal instructions, must be returned in a sealed envelope and delivered to the Sandra Bolser, City Clerk, 201 West Moody Blvd., Bunnell, Florida 32110 no later than **10:00 a.m., local time, August 17, 2015**. Proposals shall be sealed and clearly marked on the outside **“RFP-2015-04, Property/Casualty, Liability Insurance and Workers Compensation Program.”**

AMERICANS WITH DISABILITIES ACT NOTICE: Any person needing special accommodations for any pre-bid or public opening should contact the City’s contact person listed below at least seven (5) days prior to the scheduled meeting.

Any questions concerning this request shall be addressed to Stella Gurnee, Finance Director, telephone (386) 437-7500 or by email at sgurnee@bunnellcity.us.

The City of Bunnell reserves the right to reject any or all PROPOSALS in part or in whole; to select one (1) or more firms; to re-advertise, postpone or cancel the RFP; to waive irregularities and to change or modify the RFP schedule or process at any time.

City of Bunnell
Finance Department
201 West Moody Boulevard
Bunnell, Florida 32110
www.bunnellcity.us

PART A – GENERAL INFORMATION AND CONDITIONS

1. INSTRUCTIONS TO PROPOSERS

1.1 DELIVERY OF PROPOSALS:

(a) The delivery of the PROPOSAL to The City of Bunnell City prior to the deadline is solely and strictly the responsibility of the Proposer. **The deadline for delivery of all PROPOSALS is 10:00 a.m., local time, Friday, August 17, 2015 One (1) original, five (5) identical copies and (1) CD copy of your PROPOSAL shall be delivered. All PROPOSALS must be marked: "SEALED PROPOSAL RFP-2015-04 ,Property/Casualty, Liability Insurance and Workers Compensation Program" All PROPOSALS will be delivered to City of Bunnell, CITY CLERK, 201 WEST MOODY BLVD, BUNNELL, FLORIDA 32110.**

(b) Electronic or faxed proposals will not be considered.

(c) For informational purposes, the Proposer is advised that the United States Postal Service and even Express Mail Services may not deliver your PROPOSAL in a timely manner. Proposers are cautioned to plan necessary delivery time accordingly.

(d) The City of Bunnell will not be responsible for delays caused by any delivery services that may be used or for any other reason. The Proposer is hereby directed to cause delivery of his PROPOSAL prior to the proposal opening time. The PROPOSAL delivery deadline will be scrupulously observed. **Any PROPOSAL received after the proposal opening time will not be considered.**

1.2 CLARIFICATIONS:

It is the bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Request for Proposal. Lack of understanding and/or misinterpretation of any portions of this Request for Proposal shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposer's must contact the City Representative, at the phone number or email provided below or by mail **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

1.3 BINDING OFFER:

A Proposer's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a PROPOSAL shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this RFP.

PROPOSALS may be withdrawn by written request at any time prior to proposal opening by the Propose. Negligence on the part of the Proposer in preparing the PROPOSAL confers no right of withdrawal or modification after the PROPOSAL has been opened, at the appointed time and place by the City of Bunnell. Any such withdrawn PROPOSAL shall not be resubmitted.

1.4 INQUIRIES/RESULTS:

The City will not respond to oral inquiries. Proposers may submit written or email inquiries regarding this RFP addressed to City of Bunnell, Attn: Stella L. Gurnee, Finance Director, 201 West Moody Boulevard, Bunnell, FL 32110, or email to sgurnee@bunnellcity.us. All questions, inquiries or interpretations MUST be received by 5:00 p.m. on **Wednesday, August 12, 2015**. Any questions, inquiries or interpretation received after this date and time may not receive an answer.

The City utilizes Onvia DemandStar to distribute information/specifications/addenda/results. City vendors may register to receive this information free of charge by contacting Onvia at (800) 711-1712 or submitting through the link available from our website. It shall be the responsibility of the Proposer, prior to submitting their proposal, to visit the City's website to determine if addenda were issued, acknowledging and incorporating them into their proposal. All results concerning this Request for Proposals will be posted via DemandStar.

1.5 OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of City of Bunnell.

1.6 COST OF PREPARATION:

The cost of preparing a PROPOSAL to this RFP shall be borne entirely by the Proposer.

2. GENERAL CONDITIONS

2.1 GOVERNING LAWS/RULES/REGULATIONS:

All Proposers shall hold all State, Federal, and City licenses required to perform the scope of work as described within the RFP documents. This Proposer shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and City.

2.2 RESERVATION OF RIGHTS:

City of Bunnell reserves the right to reject any or all PROPOSALS in part or in whole; to select one (1) or more firms; to re-advertise, postpone or cancel the RFP; to waive irregularities in the RFP process or in the PROPOSALS thereto; and to change or modify the RFP schedule or process at any time.

2.3 AVAILABILITY OF PERSONNEL:

Personnel described in the PROPOSAL shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Proposer, and not employees or agents of City of Bunnell.

2.4 ASSIGNMENT OF CONTRACT:

The selected Proposer may not make any assignments of their obligations resulting from this RFP without the prior written authorization of City of Bunnell.

2.5 NON-EXCLUSIVITY OF CONTRACT:

The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive and City of Bunnell reserves the right to seek similar or identical services elsewhere if deemed in the best interest of City of Bunnell.

2.6 PUBLIC ENTITY CRIMES:

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a 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 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 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.

The Proposer certifies, by submission of the statement attached as Form 5, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

2.7 AGREEMENT:

The selected Proposer shall be expected to execute an agreement containing the terms and conditions herein. Any exceptions to the terms and conditions contained herein must be agreed upon as outlined herein before consideration of proposal.

2.8 PAYMENT TERMS/DISCOUNTS:

The City's payment terms are in accordance with Florida Statute 218, Florida Prompt Payment Act. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes. Payments for services will be processed monthly upon verification by the City's designated Project Manager unless otherwise agreed in writing and stipulated in the contractual agreement.

2.9 PUBLIC RECORDS:

Responses to this Request for Proposals are public records and will be made available for inspection by the public upon issuance of the City's Notice of Intended Decision or thirty (30) days after the opening of the sealed proposals, whichever is sooner, pursuant to Florida Statute Section 119.07.

2.10 FINANCIAL ABILITY:

Every Proposer may be required to demonstrate financial stability as evaluated at the sole discretion of City of Bunnell.

2.11 AUDITABLE RECORDS:

The awarded Proposer shall maintain auditable records concerning the concession adequate to

account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods and the City reserves the right to determine the record-keeping methods in the event of nonconformity. These records shall be maintained for five (5) years after expiration or termination of the agreement and shall be readily available for inspection with reasonable notice.

2.12 NO LOBBYING:

All firms are hereby placed on notice that City of Bunnell City Commissioners, Members of the Staff Qualifications Committee and all City employees (with the exception of the Finance Department personnel designated to receive requests for interpretations or corrections) are not to be lobbied, either individually or collectively, regarding this Request for Proposal. During the entire procurement process, all firms and their subcontractors, subconsultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Proposals for this project. Any firm contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this Request for Proposal.

2.13 RIGHT TO PROTEST:

Any Bidder affected adversely by an intended decision with respect to the award of any Bid shall file, with the Finance Department, a written notice of intent to file a protest in accordance with the City of Bunnell Purchasing Policy.

Details regarding the protest policy are contained within the City of Bunnell Purchasing Policy which is available for inspection at <http://www.bunnellcity.us/finance> .

Failure to follow the protest procedure requirements within the time frames prescribed herein as established by City of Bunnell shall constitute a waiver of your protest and resulting claims.

2.14 TERMINATION CLAUSE:

The agreement between City of Bunnell and the selected Proposer will contain a clause whereby the agreement may be terminated at any time during the term of the agreement by City of Bunnell with thirty (30) days written notice.

2.15 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:

City of Bunnell encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

2.16 INDEMNIFICATION: (GENERAL LIABILITY)

The selected Proposer shall indemnify, hold harmless, and defend City of Bunnell and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at anytime be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based

on any action of fraud or defalcation by the Proposer, or anyone performing any act required of Proposer in connection with performance of the agreement awarded pursuant to this RFP. These obligations shall survive acceptance of any goods and/or performance and payment therefore by City of Bunnell.

2.17 INDEMNIFICATION: (PATENT OR COPYRIGHT)

The selected Proposer shall indemnify and hold harmless, and defend City of Bunnell and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Proposer while providing services under this agreement.

2.18 INSURANCE REQUIREMENTS:

The Proposer, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

(a.) Commercial General Liability Insurance:

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the City, protecting and insuring against all the foregoing with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage.

(b.) Automobile Liability Insurance:

Automobile Liability coverage shall be in the minimum amount of T One Million Dollars (\$1,000,000) per occurrence combined single limits for Bodily Injury and Property Damage.

(c.) Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

(d.) Insurance Certificates:

The Proposer shall provide the City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the City.

Said Commercial General Liability policy shall provide that the City be an additional named insured. The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of the State of Florida.

2.19 LOCAL VENDOR PREFERENCE PROGRAM:

City of Bunnell has adopted a Local Vendor Preference Program for the purpose of increasing contracting and procurement opportunities for City-wide vendors. For additional information, reference the Local Vendor Program contained herein.

City of Bunnell encourages all firms and contractors seeking contracts to actively pursue obtaining Proposals and quotes from local City-wide vendors. Each Proposer shall submit, at the time of Proposal Form 4 contained herein. The information to be supplied on Form 4 shall be

used by City of Bunnell to help determine the Responsiveness and Responsibility of Proposer and its' responsiveness to City of Bunnell's local preference program. The Form 4 will be included as part of any ensuing contract. It is recommended that the Proposer review and become familiar with City of Bunnell's Local Preference Program.

3. SELECTION PROCEDURE

The Staff Qualifications Committee shall be responsible for evaluating the qualifications and capabilities of proposers who have submitted proposals in response to the request for proposals. Committee evaluations shall be conducted in accordance with applicable Florida Public Records Laws, including F.S. 119. Evaluation may include such activity as is deemed appropriated by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Staff Qualifications Committee shall review the Proposals and prepare by consensus a recommendation of award to the firm or firms it deems to be most qualified and capable to perform the required services.

The Staff Qualifications Committee, at its discretion, may request oral, written or visual presentations from; conduct interviews with; or conduct visits to the office, facilities or projects of the firm or firms it selects from among those submitting Proposals.

If the Staff Qualifications Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, and then establish the order of presentations or interviews before adjourning. Purchasing shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

If no oral presentations or interviews are requested, the Staff Qualifications Committee selection shall be based on its review and evaluation of qualified firms at its initial Committee meeting.

The City Manager, or his or her authorized designee, the City staff, and authorized members of outside agencies may participate in the oral presentations or interviews as determined by the City.

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Staff Qualifications Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

At the conclusion of its evaluations, the Staff Qualifications Committee shall report its recommendations and order of preference (final ranking) to the City Commissioners.

4. DISQUALIFICATION

City of Bunnell reserves the right to disqualify PROPOSALS before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Proposer.

City of Bunnell may consider any PROPOSAL informal that is not prepared and submitted in accordance with the provisions of this RFP, and may waive any informalities, or irregularities, or reject any and all PROPOSALS, at its sole discretion.

City of Bunnell reserves the right to reject, at its sole discretion, any PROPOSAL if the evidence submitted by the Proposer or an investigation of the qualifications and/or experience of the Proposer fails to satisfy City of Bunnell that such Proposer is sufficiently qualified or experienced to carry out the obligations as required in this RFP.

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PART B: PROJECT INFORMATION AND PROPOSAL REQUIREMENTS

- 1. PROJECT IDENTIFICATION AND REQUIREMENTS"RFP-2015-04 ,Property/Casualty, Liability Insurance and Workers Compensation Program" to also include additional lines of coverage to be specifically identified.**

1.1 INTRODUCTION OF THE PROJECT:

City of Bunnell Board of City Commissioners is requesting proposals from qualified firms and individuals that are interested in providing:

- Law Enforcement Liability
- Property and Inland Marine
- General Liability
- Automobile
- Public Officials and Employment Practices Liability
- Crime Coverage
- Tank Guard Liability
- Workers Compensation and Employers Liability

The Board of Commissioners reserves the right to award to one or more qualified firm(s).

1.2 TERM OF THE AGREEMENT:

The successful firm(s) shall be awarded a contract for a one (1) year term beginning October 1, 2015 with two (2) 12 month renewal options.

The policies run concurrent with City of Bunnell's Fiscal Year October 1 through September 30.

The Tank Guard Liability Policy is currently on a calendar year January 1 through December 31.

1.3 SCOPE OF WORK:

City of Bunnell City Commissioners currently purchases the following policies as part of its Property/Casualty, Liability Insurance and Workers Compensation program. Proposers can address one or more of the following policies. The Board of Commissioners reserves the right to award to one or more qualified firm(s).

- Law Enforcement Liability
- Property and Inland Marine
- General Liability
- Automobile
- Public Officials and Employment Practices Liability
- Crime Coverage
- Tank Guard Liability
- Workers Compensation and Employers Liability

Loss runs and schedules are also available for download at www.demandstar.com . Detailed Policies are available upon request.

Please bid on one or more of the above listed policies. If savings are available for grouping policies, please indicate as such.

ELIGIBILITY CRITERIA:

- At time of proposal submission Proposer must be licensed and provide proof of licensure certifying that proposer is authorized to do business in the State of Florida.
- State under what other or former name(s) the Proposer is currently operating under or has operated under.

EXPERIENCE AND QUALIFICATIONS OF THE PROPOSER:

- Proposer shall provide the location of the office from which the service is to be performed and number of partners, managers, supervisors, and other professional staff employed at that office.
- City of Bunnell will require awarded Firm(s) to have the capability to handle claims, issues and/or request from covered employees on an in house level with limited referral to service providers.
- City of Bunnell administers a complex insurance program. Proposer shall provide three (3) client references, including contact person's name, email address, business address, telephone number, and how long the account has been active, for which similar work was performed over the last five (5) years. Two (2) of these client references must be organizations similar to City of Bunnell.
- If proposer is an Insurance Broker and a Consultant, state the percentage of income derived from each activity during the past year. Proposer shall provide a statement indicating that Proposer will refrain from being a broker, agent, and/or party to any proposal resulting from this RFP and consulting services solicited herein.
- Provide a statement that no litigation or regulatory action has been filed against your firm(s) in the last three years. If an action has been filed against your firm(s) within the last three years, state and describe the litigation or regulatory action filed against your firm, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action.

PAYMENT OF PREMIUMS

Proposers are requested to indicate their most favorable terms. Billing invoices will show detailed charges.

OTHER SERVICES PROVIDED

Proposers are expected to provide loss control/safety assistance, HR/Risk Management assistance, On-site Risk Review, Property Appraisals and periodic coverage review and recommendations. Proposers are requested to submit information regarding all available programs and any applicable costs, if additional.

CLAIM SERVICE

Proposers 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 should be furnished to the City on a monthly basis by Loss Type and Department. Proposals should include sample loss runs.

2. TENTATIVE EVALUATION SCHEDULE

- | | |
|------------------------|--|
| <u>August 12, 2015</u> | Deadline for questions due 5:00 p.m. from all interested parties |
| <u>August 17, 2015</u> | Proposals due by 10:00 a.m. |
| <u>August 17, 2015</u> | Committee Meeting for recommended vendor selection, 11 a.m. |

3. EVALUATION CRITERIA

The City's evaluation of firms as best qualified will include:

- Qualification and Experience (30 points)
- Client References (15 points)
- Project Understanding and Ability to Perform
Scope of Services (20 points)
- Compensation/Fee Structure (30 points)
- Quality of Submittals (5 points)

4. PROPOSAL REQUIREMENTS

Include one (1) original, five (5) identical copies and a CD of the Proposal as well as all other information required by the RFP, including forms attached, must be prepared in the manner and detail specified herein, enclosed in a sealed envelope or package, identified as follows, **RFP-2015-04 ,Property/Casualty, Liability Insurance and Workers Compensation Program**, and mailed or delivered so as to be received by the City Clerk, not later than **10:00 a.m., local time, on August 17, 2015** **Proposers must include all information contained herein.**

Your PROPOSAL should clearly describe the services to be provided. The City reserves the right to request additional information and clarification of any answer or information submitted, including any omission from the original PROPOSAL. Additionally, the City reserves the right to waive any informalities or irregularities in any PROPOSAL and to reject any and/or all proposals, in part or in whole in its sole discretion.

Interested firms or individuals should include the following information in their submittals in the exact order listed here with separating page tabs in an 8.5 by 11 page format: **PLEASE INCLUDE THE PAGE TABS** so that those evaluating your submittal can compare each section with others that are submitted.

Section 1. Letter of Interest (2 Page Maximum)

A letter stating your interest in the project signed by the person who will have management and oversight over this project. Provide an overview of the key areas of the proposal and summarize the Proposer's position as to why the company should be selected. Please state in this letter that you can meet the insurance requirements. Please limit this letter to two pages.

Section 2. Qualifications/Experience

Describe experience completing most recent and similar work for City government or other governmental entities as Company of Record, including contract amounts & dates of up to three (3) most similar projects. Also, include short bios of project team members to be assigned to this project. Please include the following information regarding your company:

Responding firms will provide the following information:

ELIGIBILITY CRITERIA:

- Proposer must be licensed and provide proof of licensure certifying that proposer is authorized to do business in the State of Florida.
- State under what other or former name(s) the Proposer is currently operating under or has operated under.

EXPERIENCE AND QUALIFICATIONS OF THE PROPOSER:

- Proposer shall provide the location of the office from which the service is to be performed and number of partners, managers, supervisors, and other professional staff employed at that office.
- City of Bunnell will require awarded Firm(s) to have the capability to handle claims, issues and/or request from covered employees on an in house level with limited referral to service providers.
- City of Bunnell administers a complex insurance program. Proposer shall provide three (3) client references, including contact person's name, email address, business address, telephone number, and how long the account has been active, for which similar work was performed over the last five (5) years. Two (2) of these client references must be organizations similar to City of Bunnell.
- If proposer is an Insurance Broker and a Consultant, state the percentage of income derived from each activity during the past year. Proposer shall provide a statement indicating that Proposer will refrain from being a broker, agent, and/or party to any proposal resulting from this RFP and consulting services solicited herein.
- Provide a statement that no litigation or regulatory action has been filed against your firm(s) in the last three years. If an action has been filed against your firm(s) within the last three years, state and describe the litigation or regulatory action filed against your firm, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action.
- Describe all litigation (include the court and location) of any kind involving Proposer or Proposer's team members within the last five years.

PAYMENT OF PREMIUMS

The City desires to have installment payments. Proposers are requested to indicate their most favorable terms. Billing invoices will show detailed charges.

OTHER SERVICES PROVIDED

Proposers are expected to provide loss control/safety assistance, HR/Risk Management assistance, On-site Risk Review, Property Appraisals and periodic coverage review and recommendations. Proposers are requested to submit information regarding all available programs and any applicable costs, if additional.

CLAIM SERVICE

Proposers 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 should be furnished to the City on a monthly basis by Loss Type and Department. Proposals should include sample loss runs.

Section 3.

Project Understanding/Proposed Scope of Work

Describe understanding of project scope, and ability and willingness to respond to questions for staff concerning the administration of the process. Indicate any services that your firm is able or unable to provide in response to the requested scope of services. **Clearly identify and clarify any deviations or special consideration items.** Additionally, include any innovative or alternative value-added processes or approaches

that may be considered applicable to this project. Please include the following information:

3a. Proposal Form

Include fully completed Official Proposal Form (**FORM 1**). The fee will be paid upon completion, unless indicated otherwise. All fees or commissions paid by or to intermediaries or other service providers, whether owned or not owned by the company, must be fully disclosed to the City in this section. Include any and all additional costs which may be applicable under the term of this agreement.

3b. Company Background/Location

Provide a description of Proposer's office, including locations of offices, person responsible for contracting services, location where the contract City resides and location of individuals to be assigned to this project. Include an organization chart showing the working relationship of the management structure. Please make it clear out of which offices you propose your work to be done and assign a percentage of work that is likely from each location.

3c. Business Ethics Disclosure

Disclose any circumstances where the conduct of the Proposer, or any officer, partner, major shareholder (greater than five percent (5%) interest), or other related party is currently being investigated by any governmental, administrative, or law enforcement agency or entity. Also disclose any adverse decision against the Proposer or such related parties (including, but not limited to judgments entered by any court, whether local, state or federal), or settlement with any such legal or administrative body in the past five (5) years.

If Proposer or any related parties have other business interests or relations that could cause a conflict of interest in its business with the City the details of such conflicts shall be stated here. If no conflicts exist that fact should also be stated here.

Section 4. Additional Required Forms/Documents

- Copy of Current Insurance Certification
- Copy of current State of Florida Certifications/Registrations Applicable for this Project
- Form 1: Official Proposal Form
- Form2: Proposer's Certificate (including Acknowledgement/Incorporation of Addenda)
- Form 3: Professional References (Do not submit current City of Bunnell employees as references)
- Form 4: Local Preference Eligibility Form
- Form 5: Public Entity Crimes

PART C: LOCAL VENDOR PREFERENCE PROGRAM

- (a) Purpose and Findings: The Local Contractor/Vendor Preference shall not exceed five percent (5%) of all purchases under \$500,000, up to 5% for construction projects over \$500,000 and up to 5% for contracts under the Consultant's Competitive Negotiation Act (CCNA). These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The City annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within City of Bunnell, and the City Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the City Commission has determined that it is in the best interest of the City to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.
- (b) Application:
1. For competitive sealed bids under \$500,000, the provisions of this section shall apply to all competitive formal bids or quotes for purchase/procurement of goods, services, supplies, equipment, materials and in construction improvements to real property or existing structures. The City may give a local preference in the amount not to exceed five percent (5%) of the bid price for all purchases/procurements under \$500,000. The total bid price shall include not only the base bid price, but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the City. All tie bids will be awarded to the local vendor. The local preference shall be applied if the local vendor meets all the eligibility requirements identified in this section and is an otherwise qualified bidder or proposer.
 2. For competitive sealed bids over \$500,000, each invitation to bid to perform a contract or contract modifications, which individually or cumulative are expected to exceed \$500,000 for construction and that has subcontracting possibilities, shall require the bidders to submit a subcontracting plan identifying local vendors utilized. If a bidder fails to submit a subcontracting plan with its bid, the bidder will be ineligible for award of any local vendor preference. Local vendor preference for bids over \$500,000 shall be 3% for the prime contractor if they meet the local vendor eligibility as defined in this section. The bidder can earn an additional ½% for each local vendor identified on its subcontracting plan, where such local vendor's subcontract represents at least 5% of the total bid and up to a maximum of 5% of the project bid total for local vendor preference.
 3. When the City sends out a request for proposal (RFP) or request for qualifications (RFQ) under the Consultant's Competitive Negotiation Act (CCNA) process, packages sent out shall provide for a proposal to receive up to 5% of the points granted within the proposal evaluation criteria to be made eligible for local preference. For proposals estimated to be less than \$50,000 this shall only apply to the primary consultant doing the technical work. For proposals estimated to be greater than \$50,000 the evaluation criteria shall be identified in the request for proposal and/or request for qualifications package and may include a preference for sub-consultant which are local vendors, in addition to the primary consultant.
- (c) Definitions:
1. Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within City of Bunnell for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility identified in paragraph 2 below.

2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:
 - a. A physical business and location address;
 - b. A copy of a current City of Bunnell Local Business Tax Receipt (formerly known as an “occupational license”) to verify the business location;
 - c. Proof of payment of business license and/or real property tax due to City of Bunnell;
 - d. A copy of the firm’s most recent annual corporation report to the Florida Division of Corporations;
 - e. Any additional information necessary to verify local status.
- (d) Competitive Bids/Quotes. The City reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the City.
- (e) Exemptions.
 1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the City, or where in the judgment of the City the operational effectiveness or a significant City function would be seriously threatened if a purchase was not made expeditiously.
 2. Purchases with any sole source supplier for supplies, materials, or other equipment.
 3. Purchases made through cooperative purchasing arrangements utilized by the Purchasing Department as identified in the Purchasing Policy.
 4. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.
- (f) Appeal. If an application for a “Local Contractor/Vendor” designation is denied, the applicant may appeal such decision to the City Manager for review and further consideration.

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PART D: FORMS

FORM 1: OFFICIAL PROPOSAL FORM

CITY OF BUNNELL

PROPOSER'S NAME: _____

OFFICIAL PROPOSAL FORM

To: City Clerk
City of Bunnell
201 West Moody Blvd
Bunnell, Florida 32110

Ladies/Gentlemen:

1. The undersigned, hereinafter called "Proposer," having become familiar with local conditions, the nature and extent of the proposed project, and having examined carefully the Proposal documents and having fulfilled their requirements, proposes to enter into a contract in full accordance with the related Proposal offered for **Property/Casualty, Liability Insurance and Workers Compensation Program** (Request For Proposals No. RFP-2015-04).

PROPOSAL OFFERED: COST OF Professional Property/Casualty, Liability and Workers Compensation Insurance:

Law Enforcement Liability	\$ _____
Property and Inland Marine	\$ _____
General Liability	\$ _____
Automobile	\$ _____
Public Officials and Employment Practices Liability	\$ _____
Crime Coverage	\$ _____
Tank Guard Liability	\$ _____
Workers Compensation and Employers Liability	\$ _____

This form must be submitted with your proposal.

FORM 2: PROPOSER'S CERTIFICATION

I have carefully examined this Request for Proposal (RFP) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the services requested in this proposal. I agree to hold pricing for at least **120** days so that the City will have time to properly evaluate this proposal. I agree that the City terms and conditions herein shall take precedence over any conflicting terms and conditions submitted with the proposal and agree to abide by all conditions of this document.

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

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

_____ NAME OF BUSINESS	_____ MAILING ADDRESS
_____ AUTHORIZED SIGNATURE	_____ CITY, STATE & ZIP CODE
_____ NAME, TITLE, TYPED	_____ TELEPHONE NUMBER / FAX NUMBER
_____ FEDERAL IDENTIFICATION #	_____ E-MAIL ADDRESS

State of: _____

City of: _____

Sworn to and subscribed before me this _____ day of _____, 2011.

Type of Identification: _____

Signature of Notary Serial/Commission No.

My Commission Expires: _____

This form must be submitted with your proposal.

FORM 3: PROFESSIONAL REFERENCES

A. Please provide three (3) current and correct references from City business clients for similar services.

1. _____
COMPANY

CONTACT NAME

ADDRESS

CITY, STATE ZIP CODE

TELEPHONE

FAX #

E-MAIL

2. _____
COMPANY

CONTACT NAME

ADDRESS

CITY, STATE ZIP CODE

TELEPHONE

FAX #

E-MAIL

3. _____
COMPANY

CONTACT NAME

ADDRESS

CITY, STATE ZIP CODE

TELEPHONE

FAX #

E-MAIL

This form must be submitted with your proposal.

FORM 4: LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY FORM

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:

_____ CITY OF BUNNELL CITY COMMISSIONERS _____

by _____

[Print individual's name and title]

for _____

[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

2. LOCAL PREFERENCE ELIGIBILITY

A. Vendor/Individual has been in business in City of Bunnell for a minimum of twelve (12) months prior to date of bids or quote? _____ YES _____ NO

B. City of Bunnell Local Business Tax Receipt Submitted with Affidavit:
YES _____ NO _____

C. Proof of Business License and/or Real Property Tax Submitted with Affidavit:
YES _____ NO _____

D. Copy of Florida Annual Corporation Report Submitted with Affidavit:
YES _____ NO _____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PURCHASING MANAGER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO CITY OF BUNNELL.

NOTE: THIS FORM IS REQUIRED FROM PROPOSERS ELIGIBLE FOR LOCAL VENDOR PREFERENCE

This form must be submitted with your proposal.

FORM 5: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a 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 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 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.

The Proposer certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Local, State or Federal entity, department or agency.

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 DECEMBER 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.

[Signature]

(Print or typed)

This form must be submitted with your proposal.