



City of Jacksonville Beach

Property and Procurement Division
 1460A Shetter Ave., Jacksonville Beach, FL 32250
 Tel: 904-247-6229



REQUEST FOR PROPOSAL

RFP Number:	03-1819
RFP Title:	Insurance Consultant Services

Submittal Deadline	
Day:	Wednesday
Date:	January 30, 2019
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

RFP TIME LINE:

The **anticipated** schedule for this RFP is as follows:

RFP Advertised	19-December-2018
Deadline to Submit Questions	18-January-2019
Addendum (if necessary) Issued	23-January-2019
Submission Deadline	30-January-2019
RFP Opened	30-January-2019
RFP Evaluated by	20-February-2019
Recommendation to Council	4-March-2019

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SECTION A: OVERVIEW

SECTION A: OVERVIEW

1. PURPOSE:

The City of Jacksonville Beach invites the submission of Proposals from qualified firms to provide Insurance Consultant Services to the City of Jacksonville Beach. The Services contemplated are professional in nature. It is the intention of this Request for Proposal (RFP) to find an Insurance Consultant Service to assist with various insurance and bonding requirements including, but not limited to, insurance/bond procurements, loss analysis, claims analysis, negotiation of various insurance related contracts, and writing of specifications for insurance service providers. To qualify as Insurance Consultant to the City of Jacksonville Beach, the Consulting Company or Firm must not be engaged in the selling of insurance, third party insurance services, the insurance adjusting business underwriting, or other activities associated with the insurance business, including receiving any commissions, or income from the sale of insurance. This exclusion also applies to any related association with any holding company or subsidiary company engaged in the selling of insurance.

2. RFP DUE DATE: **2:00 PM WEDNESDAY FEBRUARY 14, 2018**

Subject to the terms and conditions specified in this **Request for Proposal (RFP)**, proposals will be received until **2:00 P.M., Wednesday, January 30, 2019**, then, opened publicly by the Property and Procurement Division, 1460A Shetter Avenue, 1st Floor, Jacksonville Beach, Florida 32250.

3. CONTRACT AWARD:

The CITY reserves the right to enter into a contract with the selected firm(s) that the CITY deems to offer the best overall proposal(s). The CITY is therefore not bound to accept a proposal on the basis of lowest price.

In addition, the CITY, at its sole discretion in the best interest of the CITY, reserves the right:

- To cancel this RFP,
- To reject any and all proposals,
- To waive any and all informalities and/or irregularities,
- To consider any and all other alternatives submitted by proposers, along with the CITY scope alternative(s), or
- To re-advertise with either the identical or revised specifications,

The CITY reserves the right to further negotiate any proposal, including price, with the highest rated Respondent. If an agreement cannot be reached with the highest rated Respondent, the CITY reserves the right to negotiate and recommend award to the next ranked Respondent or subsequent Respondents, until an agreement is reached.

The CITY reserves the right to award this contract to one or more firms. In the event of a multiple award, the CITY may designate a Primary and Secondary Contractor. The Secondary

Contractor may be used if the Primary Contractor is unable to cope with the demands of the project, or if the standards of performance are unacceptable to the CITY requirements, or if the contract is terminated for cause or convenience.

Award may be made only to responsive, responsible Respondents possessing the ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Contractors submitting bids must be regularly engaged in the trade or trades relating to the bids submitted.

Any contract, as a result of this solicitation, will be submitted to CITY Manager for consideration and may be submitted to the City Council for their approval. All Respondents will be notified in writing when the CITY Manager makes an award recommendation. The Contract award, if any, shall be made to the Respondent whose proposal shall be deemed by the CITY to be in the best interest of the CITY. The CITY's decision to make the award and which proposal is in the best interest of the CITY shall be final.

Award Discretion - While the CITY may ultimately decide to enter into a contract with that person or firm with which the CITY can make the most satisfactory arrangement for meeting its needs, the CITY is not obligated to award any contract or respond to proposals submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal.

Multiple Firms - The CITY may retain more than one (1) firm. If a Proposal is limited to certain responsibilities, the Proposal must clearly state the work proposed to be performed, and the items not included in the Proposal.

4. CONTRACT TERM:

The services outlined will commence immediately after award of contract(s) and extend for three (3) years from the effective date of award. The initial term may be extended for three (3) additional years at the option of COJB under the same terms and conditions as the original Agreement, including any Amendments thereto, unless otherwise modified by mutual agreement of COJB and Consultant. All rates and fees are to remain stable for the term of the contract.

Effective Contract Term Start Date: The effective contract term start date shall be the date of award by the CITY or the date of the Notice to Proceed, whichever is later.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and programs approval have been granted by the CITY. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective the first day of the fiscal year for which such approval has been denied.

The City of Jacksonville Beach reserves the right to negotiate with the awarded Contractor or to advertise a new solicitation for services.

5. SUBMITTAL REQUIREMENTS:

Submit completed package **one (1)** original plus **three (3)** copies and **one (1)** USB thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected.

It is incumbent upon the respondent to ensure that all copies of the proposal package submittals are complete and exact replicas of each other.

Clearly mark the submittal envelope with the RFP number, RFP title and Respondent name.

It is incumbent upon the Respondent to ensure that proposal package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing via email at Purchasing@jaxbchfl.net. Interpretation will be in the form of an addendum and will be published on the RFP section of the City's website.

SECTION B: GENERAL PROVISIONS

SECTION B: GENERAL PROVISIONS

1. INSTRUCTIONS TO RESPONDENTS:

- **Technical Provisions** that are **explicit** to this particular **Request for Proposal Number 03-1819** are found in **SECTION C**, which begins on **page 20**.
- **The Minimal Proposal Package shall consist of the following:**

Respondent's profile and submittal letter

Form 1: Proposal Tender Form

Form 2: RFP Award Notice

Form 3: Required Disclosure

Form 4: Drug-Free Workplace Compliance

Form 5: Non-Collusion Affidavit

Form 6: Non-Bankruptcy Affidavit

Form 7: Questionnaire

All forms must be completely filled out, appropriately executed and submitted as part of the proposal package. These start on **page 32**.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any proposal at the CITY's sole discretion.

2. TERMS AND CONDITIONS:

- A. General. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. Time for CITY Acceptance. Unless otherwise specified herein, the submitter will allow ninety (90) days from the last date for the receiving of proposals for acceptance of its submittals by the CITY.
- C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. Extension of Contract. If the CITY should advertise for proposals, the contract resulting from this RFP shall automatically be extended month-to-month past its term end date. This will allow the CITY to receive and assess proposals, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain safety and health standards
- E. Contract Termination. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:

- 1) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.
- 2) The CONTRACTOR fails to perform the work in a timely manner as determined by the CITY.
- 3) *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.

F. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all proposals, in whole or in part, and to accept the proposal(s) that in its judgment will best serve the interest of the CITY.
- 2) The CITY specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.

G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

H. Payments. The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

3. ADDITIONAL INFORMATION:

The information in this RFP package is provided to facilitate responses. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Luis F. Flores, Property and Procurement Officer in the Property and Procurement Division at (904) 247-6229.

4. ADDENDA TO THE RFP:

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of the Respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFP. However, prior to submittal, it shall be the responsibility of the Respondent to contact the CITY's Property and Procurement Division (904-247-6229) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFP. Respondents should either acknowledge receipt

of such addenda on their submittal, or attach such addenda to their submittal.

5. USE OF PROPOSAL RESPONSE FORMS:

All submittals must include the forms provided in Section F of this package. Failure to comply may preclude consideration of the submission. Supplemental information may be attached to these forms.

6. DEVIATIONS FROM REQUESTED PLAN:

The contract terms and conditions stipulated in this RFP are those required by the CITY. Respondents are required to submit their qualification, which comply with the requested services. Any deviations from the services requested should be clearly noted.

7. CONFLICT WITH SPECIMEN CONTRACTS:

Unless specifically noted to the contrary as a deviation from the RFP, the submission of Respondent's specimen contract with a Respondent's proposal submittal shall not constitute notice of the Respondent's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of the Respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFP, and the Respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a Respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFP.

8. ERRORS IN SUBMITTALS:

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting their qualifications. Failure to do so will be at the Respondent's own risk, and a Respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Respondents.

9. LEGAL AND REGULATORY COMPLIANCE:

The bidder must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:

TELEPHONE NUMBER: 904-247-6250 EXT # 10
EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET
**MAILING ADDRESS: 11 NORTH THIRD STREET JACKSONVILLE BEACH,
FL 32250**

10. CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE:

The CITY should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable) N/A

11. WAIVER/REJECTION OF REPOSES:

The CITY reserves the right to waive formalities or informalities in submissions and to reject any or all submittals or portions of submittals, or to accept any submittals or portions of submittals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the Respondent.

12. AUTHORIZED OFFER:

The person submitting the proposal should indicate the extent of authorization by the Company to make a valid offer in the proposal summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the Respondent's firm, that may result in a bound contract upon the CITY's acceptance.

13. EVALUATION OF RESPONSES:

The CITY will evaluate each response based on all the criteria set forth in the RFP. Fees may be requested as part of the response package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

14. PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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**, for **CATEGORY TWO** for a period of 36 months from the date of being placed on

the convicted vendor list.

15. CONFLICT OF INTEREST CERTIFICATE:

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the “Cone of Silence”. This limits and requires documentation of communications between potential proposers and/or proposers on City solicitations, the City’s professional staff, and the City Council members.

Any lobbying by or on behalf of the respondent will result in rejection/disqualification of said proposal. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this proposal.

DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential respondents, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the respondent's proposal.

16. DISCRIMINATION CLAUSE:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency’s rules and regulations regarding safety. The Contractor must employ all possible means to prevent contamination or pollution of air, waterways and soil.

- B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the CITY; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

18. INSURANCE REQUIREMENTS:

18. (A) GENERAL INSURANCE PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

18. (B) PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured

shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

18. (C) COVERAGE REQUIREMENTS:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

Worker's Compensation Coverage is **required**.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments is **not required**.

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	Aggregate

Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

Products and Completed Operations are required for Contractor and all subcontractors.

Amount: \$1,000,000 aggregate

Business Auto Liability Coverage is required for Contractor and all subcontractors.

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts: Bodily Injury: \$1,000,000 Each Occurrence
\$1,000,000 Aggregate
Property Damage: \$1,000,000 Each Occurrence
\$1,000,000 Aggregate

Professional Liability is required for Contractor and all sub-contractors

Pollution Liability Required of Contractor and all subcontractors.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability: \$1,000,000 Each Pollution Event Limit
\$1,000,000 Aggregate Policy Limit

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability: \$1,000,000 Each Occurrence
\$1,000,000 Aggregate

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36

months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

18. (D) CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the City as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful respondent(s)' obligation to fulfill the insurance requirements herein.

19. PERFORMANCE AND PAYMENT BONDS: N/A

Simultaneously with his delivery of the executed contract to the CITY, a respondent, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one-hundred percent (100%) of the total amount of the accepted Bid/Proposal, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney-in-Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so.

The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent

defects in materials or improper performance of work under contract, which may appear or be discovered during that period.

20. BANKRUPTCY:

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been an officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted proposals must include this form executed by the proper representative of the respondent company. (See attached Form 6).

21. NONEXCLUSIVE:

Notwithstanding the contract resulting from this RFP, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFP. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

22. DRUG FREE WORKPLACE COMPLIANCE FORM:

Attached is a Drug Free Workplace Compliance Form. All submitted proposals must include this form executed by the proper representative of your company. (See attached Form 4).

23. WARRANTY:

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful respondent against factory defects and workmanship. At no expense to the City, the successful respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

24. PROTEST:

Any respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Proposal Award Notice, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

25. FRAUD AND MISREPRESENTATION:

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

26. OMISSIONS IN SPECIFICATIONS:

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

27. FORCE MAJEURE:

The City and the successful respondent are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

28. PROPOSAL AWARD NOTICE FORM:

Attached is a Proposal Award Notice Form. All submitted proposals are to include this form to be notified of the recommendation of award. **(See attached Form 2).**

29. INDEMNIFICATION:

The firm, without exception, shall indemnify and hold harmless the City of Jacksonville Beach, its officers, agents, and employees from any and all liability of any nature and kind including costs and expenses for, or on account of, any copyrighted materials, patented or unpatented invention processes, or article manufactured or used in relation to this RFP. If the firm uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and understood, without exception, that the fees charged by the firm shall include all royalties or costs arising from the use of such design, device, or material.

30. RFP IS NOT A BID:

This Request for Proposal is not to be considered a bid. The City will evaluate responses based on the criteria set forth in this RFP. The evaluation process is to consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

SECTION C: SCOPE OF SERVICES

SECTION C: SCOPE OF SERVICES

Services to be provided by the selected firm/individual shall include, but are not limited to the following:

- Advise as to the procedures, negotiations, claims resolution, types and levels of insurance coverage required by the City, required approvals and filings, potential cost-saving techniques, and other risk management matters relative to the procurement of insurance and any alternative risk funding methods.
- Attendance at meetings with City staff, Officials, Commissioners, Public Hearings, and other, as appropriate or necessary.
- Assist with the preparation and evaluation of insurance/bonding bid specifications and responses.
- Review the City's current insurance coverage and limits.

CURRENT INSURANCE COVERAGE:

1. Workers Compensation Insurance
 2. Employers Liability
 3. Fire and Allied Coverage, including scheduled property
 4. Commercial General Liability
 5. Public Officials Liability
 6. Pollution Liability
 7. Automobile Insurance
 8. Employee Dishonesty Bond
 9. National Flood Insurance
- Review and make recommendations to ensure that the City is maintaining the proper levels of insurance coverage.
 - Assist with the analysis of loss exposures and assist with claims resolution.
 - Consult with City staff on the changing insurance market conditions and the stability of insurance companies.
 - Assist City staff, when needed, with risk management and insurance negotiations with the City's Insurance Brokers.
 - Analyze and recommend changes in insurance coverage as market and business conditions dictate.
 - Assist City staff and in-house/outside legal counsel as needed in any court-related cases involving insurance issues.
 - Verify and evaluate, as needed, public construction bonds and insurance coverages of vendors on construction projects.
 - Assist the City in the evaluation of insurance, risk management, and other related vendor proposals in the City's procurement and bid process..

SECTION D:

EVALUATION AND RECOMMENDATION

SECTION D: EVALUATION AND SELECTION PROCESS

Respondents are to adhere to the requirements described in Section D. Failure to do so may result in rejection of proposal as non-responsive.

- Be concise and to the point.
- Provide adequate information on each criterion.

Following the opening of the proposal packages, the proposals will be evaluated by a CITY- appointed Evaluation/Selection Committee. The Committee will be comprised of CITY personnel with the appropriate experience, knowledge and/or position. The CITY reserves the right to call upon expert(s) in the field to assist the CITY in the selection process.

The evaluation and selection process shall determine qualifications, interest, and availability. Respondents are to include sufficient information to allow the Committee to thoroughly evaluate their proposals.

The City will first review all written responses. This review will result in a ranked list of fully qualified Respondents. The City reserves the right to make final selection at this time.

If deemed necessary, the City can require interviews and/or oral presentations to be scheduled with the top three (3) Respondents in order to assist the Committee in making their final selection and rank ordering.

The CITY reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the CITY. Upon completion of the criteria evaluation and rating, the Committee may choose to conduct oral presentation(s) with the Respondent(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal(s) providing the highest quality of service to the CITY.

Upon completion of the oral presentation(s), the Committee will re-evaluate and re-rate the proposal(s) remaining in consideration based upon the written documents combined with the oral presentation(s).

Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee is to recommend that contract terms be negotiated starting with the highest ranked responsive and responsible Respondent, and continuing through the ranking order until terms are negotiated with a specific Respondent that are agreeable to both the CITY and the Respondent, and in the best interest of the CITY.

In its sole discretion, the CITY reserves the right to negotiate with any Respondent and with regards to any and all terms, or to take such other action(s) as it deems to be in the

best interest of the CITY.

The proposers shall be evaluated on the following criteria using the weighted evaluation scoring sheet shown below:

- I. Experience of members
 - Professional backgrounds and qualifications.
 - Experience servicing Public Entities in the State of Florida.
 - Other information, qualifications, or experience that is significant, innovative, pertinent, or otherwise relevant.
 - Business/professional references
- II. Individual/Firm Organization
 - Availability and accessibility.
- III. Approach and understanding of the project
 - Description of services to be provided
 - Approach that will be used to accomplish the work.
- IV. Innovative aspects
 - Capabilities in developing innovative insurance programs.
 - Capabilities in developing cost savings plans.
- V. Hourly Cost

Request for Proposal – Evaluator _____
Insurance Consultant Services
 Firm: _____

	Marginal	Acceptable	Exceeds Acceptable	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Experience of members <ul style="list-style-type: none"> ▪ Professional backgrounds and qualifications. ▪ Experience servicing Public Entities in the State of Florida. ▪ Other information, qualifications, or experience that is significant, innovative, pertinent, or otherwise relevant. 					30	
II. Individual/Firm Organization <ul style="list-style-type: none"> ▪ Availability and accessibility. 					20	
III. Approach and understanding of the project <ul style="list-style-type: none"> ▪ Description of services to be provided. ▪ Approach that will be used to accomplish the work. 					20	
IV. Innovative aspects <ul style="list-style-type: none"> ▪ Capabilities in developing innovative insurance programs. ▪ Capabilities in developing cost savings plans. 					15	
V. Hourly Cost					15	
TOTAL					100	

SECTION E:

PROPOSAL FORMAT AND CONTENT

SECTION E: PROPOSAL FORMAT AND CONTENT

Economy of Preparation - Proposals should be prepared as simply and economically as possible while providing straight-forward and concise delineation of the Respondent's capabilities to satisfy the requirements of the RFP. Fancy binding, colored displays, promotional material, etc., are neither necessary nor desired. Technical literature about the Respondent's experience and qualifications may be included. However, the emphasis should be on completeness and clarity of content. In order to expedite the evaluations, it is essential that specifications and instructions contained in this document be followed as closely as possible. Proposals are to be on 8 ½" x 11" paper.

Respondents shall provide proposals in the format outlined below:

By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the CITY, your Proposal and related submittals may become part of the contract.

At a minimum, the Proposal must include the following items:

1. Cover Letter

Respondent(s) must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must:

- (i). Indicate the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to the CITY account.
- (ii). Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and the names of its principals or partners and authority to do business in Florida.
- (iii). Indicate the name and telephone number(s) of the principal contact for oral presentation or negotiations.
- (iv). Acknowledge receipt of Addendum issued by the City, if any.

2. Executive Summary

Respondent must provide an executive summary which explains its understanding of the CITY's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for successfully implementing and monitoring the Services, approach to project management; strategies, tools and safeguards for ensuring performance of all required Services; equipment, software and firmware considerations; training and on-going support; and any additional factors for the CITY's consideration.

3. Professional Qualifications and Specialized Experience of Respondent and

Team Members Committed to the CITY Account

If Respondent proposes that major portions of the work will be performed by different team members, Respondent must provide the required information as described below for each such team member.

A. Company Profile Information

Identify participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g. Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

If Respondent has a prime contractor/subcontractor relationship instead, this information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work.

Provide a chronological history of all mergers and/or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

B. Business License/Authority to do Business in Florida

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the services described in this RFP in the State of Florida for itself, its partners and its subcontractors, including evidence that Respondent is authorized to do business in the State of Florida. Provide copies with the Proposal submission. These requirements will vary depending upon the circumstances of each Respondent.

C. Capacity to Perform City Program

Respondent must provide a summary of current and future projects and commitments and included projected completion dates. Describe how any uncompleted projects and/or contractual commitments to other clients will affect your ability to deliver Services, capacity to perform within CITY's timeline and affect dedicated resources committed to the CITY's program. Identify what percentage of the Services will be performed utilizing your own workforce, equipment and facilities. What percentage of the work

will be subcontracted?

D. Experience and Local Availability of Committed Key Personnel.

Respondent must provide a summary who will be dedicated to the Services described in this RFP. For each person identified, describe the following information:

- Title and reporting responsibility.
- Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate).
- Pertinent areas of expertise and past experience.
- Base location (local facility, as applicable).
- Resumes or corporate personnel profiles which describe their overall experience and expertise.

4. Company References/Client Profile

Respondent must provide a minimum of 3 references, preferably at least one from a municipality or government agency related to a contract of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone, and fax number.
- Description of services provided similar to the services outlined in Scope of Services of this RFP.
- Nature and extent of Respondent's involvement as the prime contractor. Identify services, if any, subcontracted, and to what other company.
- Total dollar value of the contract.
- Contract term (Start and Expiration).

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to CITY interview for follow-up.

The CITY may solicit from previous clients, or any available sources, relevant information concerning Respondent's record of past performance.

5. Implementation Plan

Respondent must provide a comprehensive and detailed Plan for implementing Services as outlined in the Scope of Services in this RFP. Each Respondent will be evaluated on its overall strategy, methodology, timetable and approach to complete the projects and meeting the CITY's requirements.

The implementation plan must include, but not be limited to, the following:

A. Approach to Implementing Projects

The Plan must address your approach to implementing and managing the Services described in this RFP. Describe your policies and procedures for implementing projects for clients, quality control checks, and project management. Describe your program support and reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

B. Organization Chart

Submit an organization chart which clearly illustrates all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed Services; and key personnel involved and the following information:

- (i). A chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated.
- (ii). The specific role of each of the firms in a team or joint venture for each task/work activity must be described.

C. Dedicated Resources

- (i). Describe facilities, equipment, personnel, communication technologies and other resources available for implementing the proposed Services.
- (ii). Staffing requirements. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the CITY. Specify if the assigned personnel will be on a full or part-time basis. Specify how each employee turnover will be handled (ie. Sick, vacation, leave of absence, etc.)

6. Cost Proposal

The CITY is requesting information regarding the costs for the Services required. The Respondent is responsible for disclosing any charges or fees that the CITY would incur with the Respondent, before, during, and after the implementation. Proposals that fail to include complete cost information will be rejected as incomplete and deemed non-responsive.

City desires a fixed hourly rate in lieu of a commission arrangement. Additionally, in order to avoid any conflict of interest, proposers must warrant that they will not accept any contingent, bonus, or other compensation from any other source or market regarding the placement of coverage involving the City's insurance program.

The CITY reserves the right to negotiate a final fixed price, terms, and conditions with the selected Respondent.

7. Other Required Forms to be submitted with the Proposal

- **Proposal Tender Form**
- **RFP Award Notice**
- **Required Disclosure**
- **Drug Free Workplace Compliance**
- **Non-Collusion Affidavit**
- **Non-Bankruptcy Affidavit**
- **Questionnaire.**

SECTION F:
SUBMITTAL FORMS

FORM 1

PROPOSAL TENDER FORM (page 1 of 2)

RFP NUMBER: **03-1819**
TITLE: **Insurance Consultant Services**

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA DATE: _____

Contractor agrees to perform the entire work in compliance with the Contract Documents and Specifications, complete in every detail.

Hourly Cost is:

(Words)

(\$ _____ per hour)

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the respondent's proposal for this RFP.

I hereby certify that I have read and understand the requirements of **RFP #: 03-1819 Insurance Consultant Services**, and as the respondent will comply with all requirements, and that I am duly authorized to execute this proposal document and any Contract(s) and/or other transactions required by award of this RFP.

SUBMITTED BY: _____
Printed Name of Authorized Submitter

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

LICENSE NUMBER: _____

By: _____
Signature of Authorized Submitter

_____ Title (typed or neatly printed)

FORM 1

PROPOSAL TENDER FORM (page 2 of 2)

PROPOSAL DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	#	SECTION TITLE
[]	1.	Title Page
[]	2.	Table of Contents
[]	3.	Letter of Transmittal
[]	4.	FORM 1: PROPOSAL TENDER FORM (completed pages 33 - 34)
[]	5.	FORM 2: RFP AWARD NOTICE FORM - (completed page 35)
[]	6.	FORM 3: REQUIRED DISCLOSURE FORM (completed page 36)
[]	7.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM (completed page 37)
[]	8.	FORM 5: NONCOLLUSION AFFIDAVIT (completed page 38)
[]	9.	FORM 6: Non-Bankruptcy Affidavit (page 39)
[]	10.	FORM 7: Questionnaire (page 40)
[]		W-9 FORM (attach completed and signed form, which can be obtained from www.irs.gov)

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Proposal Tender Form and/or is required by the RFP and/or Addenda.

ADDENDA RECEIPT VERIFICATION

Respondent shall acknowledge receipt of all addenda, if any, to the RFP, by filling in Addenda Numbers and dates below.

Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____

FORM 2

RFP AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

- 1. Company Name: _____
- 2. Address: _____
- 3. City, State & Zip: _____
- 4. Attention: _____
- 5. Phone: _____ Fax: _____
- 6. E-mail address: _____

PLEASE PRINT CLEARLY

 ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFP No. 03-1819** per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Proposal Award Notice from the Property and Procurement Officer in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your proposal.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 4

DRUG-FREE WORKPLACE COMPLIANCE

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

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

Vendor's Signature

FORM 5

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that:

1. He/She is the _____, of _____ the respondent that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent firm, or person to fix the price or prices in the attached proposal or of any other respondent or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Respondents, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: _____

Sworn and subscribed to before me this _____ day of _____, 20____,
in the State of _____, County of _____.

_____ Notary Public

My Commission Expires: _____

FORM 6

NON-BANKRUPTCY AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ is an officer and member of the firm of _____, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP #: 03-1819**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

Sworn to before me this _____ day of _____, 20____ by _____.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:

FORM 7

QUESTIONNAIRE

Responses should contain direct answers to the following questions or request for information. Responses to each question or request for information should either begin on a new page with the question repeated at the top of the page or with clear breaks shown between questions. Respondents are required to answer all of the following questions:

Question 1: Insurance Consultant or Consulting Team.

Provide the names, backgrounds, business/personal references, and office location of the individuals who will be assigned to this project on a full time basis. Describe the professional backgrounds and qualifications of these individuals, particularly his/her/their experience servicing Public Entities in the State of Florida.

Question 2: Individual/Firm Organization.

Provide a description of the firm/individual, its organization, size, and structure. Provide a statement of availability and degree of accessibility, of the proposed individual or team.

Question 3: Services and Approach to be Utilized.

Provide a description of the services to be provided and the approach that the individual/firm will use for the work described in the Scope of Services above. Describe or illustrate your capabilities in developing innovative insurance programs and cost savings plans.

Question 4: Other Qualifications or Experience.

Provide any other information, qualifications, or experience that you may consider significant, innovative, pertinent, or otherwise relevant for the City's consideration.

Question 5: Pending Litigation.

Describe any past, pending, or threatened litigation or regulatory action, resulting from the services provided by the Respondent within the Insurance Industry which pertains to any item as requested and described in the Scope of Services section of this RFP. If None, so state.

Question 6: Conflict of Interest.

Describe any actual or possible conflict of interest which may result from the Respondent acting as Insurance Consultant to the City, including engagements with other consultants or lobbyists. If none, so state.

Question 7: Exclusion from Insurance Sales and Underwriting.

To qualify as Insurance Consultant to the City, the Consulting Company or Firm must not be engaged in the selling of insurance, third party insurance services, the insurance adjusting business underwriting, or other activities associated with the insurance business, including receiving any commissions, compensations, or income from the sale of insurance. This exclusion also applies to any related association with any holding company or subsidiary company engaged in the selling of insurance. If not involved with insurance sales, so state.

Responses should clearly state the services to be provided by the individual/firm. It may restate, modify and/or add to the Scope of Services described herein based on the experience and judgment of the individual/firm.