

THE CITY OF ST. AUGUSTINE BEACH REQUEST FOR PROPOSALS

The City of St. Augustine Beach ("City") requests that interested parties respond to the solicitation below by Friday, August 23. Further information is available through Onvia DemandStar at, or the City's website at www.staugbch.com. Proposal packages may be obtained from Onvia DemandStar www.demandstar.com (1-800-711-1712) or by contacting the City of St. Augustine Beach by emailing or calling Beverly Raddatz, City Clerk, at braddatz@cityofsab.org 904-471-2122.

INSURANCE AND RISK MANAGEMENT SERVICES REQUEST FOR PROPOSALS NO. RFP 19-05

INTENT

The City of St. Augustine Beach is seeking a qualified vendor to provide the City of St. Augustine Beach ("City") with viable options from qualified insurance carriers, for casualty, property insurance and risk management services for the 2019/2020 policy term to include coverage for liability, buildings, content/business and personal property, EDP hardware and software, automobile physical damage, workers compensation, statutory AD&D, miscellaneous property, and extra expense.

DISCLOSURE

The City is currently under contract with Florida Municipal Insurance Trust. This advertised template specification document was not created by City staff in its entirety. It is the result of reviewing other advertisements and assembling these specifications to meet the needs specific to St. Augustine Beach. There is no bias towards any specific carrier. **If there is anything in this document, which opposing carriers considers or deems as proprietary in nature, the opposing carrier is to notify the City Manager, Max Royle, to evaluate the matter and determine the reasonableness and whether to apply such standard.**

The City has their current coverage with Florida Municipal Insurance Trust through the Florida League of Cities and has been a member for over two decades.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Tuesday, July 23, 2019

2:30 P.M. EDT

COMMISSION ROOM

2200 A1A South, ST. AUGUSTINE BEACH, FL

The non-mandatory pre-proposal conference is intended to provide respondents the opportunity to receive clarification of any requirement of this Request for Proposals.

Every request for written interpretation or correction must be received

by 4:00 P.M. EDT on Friday, August 9, 2019

PROPOSALS ARE DUE NOT LATER THAN 4:00 P.M. EDT ON AUGUST 23, 2019

PROPOSALS WILL BE PUBLICLY OPENED AT 4:00 P.M. EDT ON

FRIDAY, AUGUST 23, 2019

The City's Evaluation Committee will meet at City Hall on August 30, 2019 at 2:30 p.m. EDT, to:

- Evaluate and discuss the responses
- Finalize the initial ranking
- Determine a shortlist of Respondents
- Decide if oral presentations (by the shortlisted Respondents) are necessary to assist in facilitating the evaluation process in determining a final recommendation
- All Respondents will be notified in writing of the staff's intended recommendation to the City Manager
- Decide to proceed with negotiations with the top-ranked Respondent(s), as authorized by the City Manager

Special accommodations for disabilities may be requested through Beverly Raddatz, City Clerk, or by calling 904-471-2122 at least five (5) business days before the date needed.

CITY MANAGER

All inquiries related to this solicitation should be directed to the City Manager's Office:

Max Royle Phone: 904-471-2122 Fax: 904-471-4108 Email: mroyle@cityofsab.org
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RESPONDING TO THE REQUEST FOR PROPOSAL

All persons and firms wishing to submit proposals must obtain a complete copy of the Request for Proposal and submit all required forms as outlined in the solicitation document with their response.

Faxed or e-mailed responses will not be accepted. All Proposals must be submitted in sealed envelopes with the Proposal number and Proposal opening time and date (as advertised) clearly marked in large, bold, and/or colored lettering to:

City of St. Augustine Beach Request for Proposal #19-05 Attention: Office of the City Manager 2200 A1A South St. Augustine Beach, Florida 32080

Respondents should allow sufficient time for delivery. Any Proposal received after the time and date advertised will be returned unopened to the Respondent.

PROPOSAL DUE DATE

Proposals are due by 4:00 p.m. EDT on Friday, August 23, 2019.

PROPOSAL OPENING

Respondents or their authorized agents are invited to attend the Proposal opening. The Proposals will be opened and read at the following time and place:

4:00 p.m. EDT, Friday, August 23, 2019
City of St. Augustine Beach
City Manager's Office
2200 A1A S.
St. Augustine Beach, Florida 32080

The Florida Public Records Act, Section 119.071(1)(b), F.S., exempts sealed Proposals from inspection, examination, and duplication until such time as the City issues a notice of decision (Notice of Award) or intended decision (Notice of Intent to Award) pursuant to Section 120.57(3)(a), F.S. or within thirty (30) days after the Proposal opening, whichever comes first. This exemption is not waived by the public opening of the Proposals.

Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the proposal is a trade secret as defined in Section 812.081, F.S., and exempt from disclosure pursuant to Section 815.04, F.S., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The City reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

MINIMUM QUALIFICATIONS

- A. Evidence of satisfaction of all required business, industry, etc. registrations and/or licensing at the firm level or at the individual (to be assigned to the City) level.
- B. At least ten (10) years' experience in providing services of the type sought by the City for both firm and the principal to oversee the assignment.

Irrespective of the minimum qualifications stated above, the City may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The City reserves the right to reject any Proposal if the evidence submitted by such Respondent and/or the City's independent investigation of such Respondent fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the City within the time period specified.

SUBMISSION REQUIREMENTS

All proposing firms must submit the following information and materials:

- A. FORMS:
1. Proposal Summary Form
 2. Coverage Summary Comparison
 3. Non-Collusion Affidavit
 4. Drug-Free Workplace Form (not required unless there is a tie)
 5. Public Entity Crimes Affidavit
- B. Description of the firm and its relevant experience, including a statement of the date of establishment or incorporation under the present management structure. Statement describing the full extent of the responding firm's business, including all parent and subsidiary entities.
- C. Description of the firm's experience performing the type of services requested in this RFP, including description of current and recent arrangements with other clients for which similar services are performed.
- D. Description of the firm's understanding of the City's insurance and risk management needs.
- E. Description of the firm's approach to providing the types of services sought by the City.
- F. Description of the software and analytic capabilities of the firm.
- G. Identification of the proposed insurance and risk management team, including the principal-in-charge who will have overall responsibility for the direction and supervision of the team, and a description of the responsibilities of each team member. Provide short biographies of team members describing at a minimum education, and professional experience and credentials.
- H. Identification of the legal team(s) under contract to provide services in various disciplines.
- I. City and Company must agree upon the legal firm for any employment disputes covered by any proposal award.
- J. Three (3) references of clients or other public entities that are familiar with the work of your firm in providing services of the type requested by the City with current contact information for each reference, and three (3) references of persons familiar with the work and professional skill of the proposed principal-in-charge. The references for the firm and the principal-in-charge may, but need not, be the same.
- K. Identification of any material litigation, administrative proceedings or investigations regarding your firm or team member that is ongoing or has been settled or otherwise concluded during the past two years. Identification of any conflict of interest related to this proposal.
- L. All responses must include, if respondent is incorporated, identification of the firm's state of incorporation and a statement that it is in good standing in that state, and, if the state of incorporation is not Florida, a statement that the respondent has complied with all filing requirements of that state.
- M. All responses must include any termination of contracts by any municipality with cause or due to failure to provide proper service to any municipality.

PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS

Respondents shall submit one (1) original and a minimum of ten (10) additional copies of the Proposal package. Please identify the original Proposal as "ORIGINAL." In order to assist the City's review process, **each submittal package shall be bound or submitted in three-ring binders with tabbed dividers for the first five Criteria** identified in the Evaluation Criteria. (i.e. Tab 1 – Background and Qualifications, Tab 2 – Personnel, etc.). All blank spaces on the required documents shall be typewritten or printed in ink.

Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of its qualifications. Each section shall be evaluated separately on its own merit.

Standard brochures and specifications may be submitted as additional material but shall not be submitted as the primary qualification data.

In the event you decline to submit a Proposal, the City would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a Proposal.

INQUIRIES AND ADDENDA

City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the interpretation or correction must be given by the City Manager and must be in writing. The City Manager may orally explain the City's procedures and assist Respondents in referring to any applicable provision in the Proposal documents, but the Respondent is ultimately responsible for submitting the Proposal in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received not later than 4:00 P.M. EDT on August 9th in order to be considered. Requests may be submitted by fax at (904) 471-4108 or by e-mail braddatz@cityofsab.org . Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes).

Submission of a Proposal constitutes acknowledgment of receipt of all addenda. Proposals will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Proposal, as submitted. All addenda become part of the Agreement.

PROPOSAL GUARANTY

For the purposes of this solicitation, a Proposal guaranty is not required.

SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Proposal must sign his/her name therein and state his/her address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership submits the Proposal, state the name and address of each member of the firm or partnership. If a corporation submits the Proposal, an authorized officer or agent must sign the Proposal, subscribing the

name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the submittal of the Proposal or in substantial performance of the Work have been identified in the Proposal forms.

CITY OF ST. AUGUSTINE BEACH'S PURCHASING POLICY

I. Policy Statement

The City Commission hereby adopts the City of St. Augustine Beach's Purchasing Policy as set forth herein.

II. Definitions

- A. *Construction services* means all labor, services and materials provided in connection with the construction, alteration, repair, demolition, reconstruction or any other improvements to a City facility or real property.
- B. *General services* means support services performed by an independent contractor requiring specialized knowledge, experience or expertise that includes, but is not limited to, pest control, janitorial services, laundry services, catering services, security services, lawn maintenance services and maintenance of equipment.
- C. *Goods* means, but is not limited to, supplies, equipment, materials and printed matter.
- D. *Local business* means the vendor holds a valid business tax receipt issued by the City of St. Augustine Beach or St. Johns County issued at least one (1) year prior to bid or proposal submittal and uses a business address physically located within the territorial limits of St. Johns County in an area zoned for the conduct of such business, from which the vendor operates a business or performs business services on a day-to-day basis, provided that a substantial component of the goods or services being offered go to the City of St. Augustine Beach. Firms which provide goods or services which are exempt from City of St. Augustine Beach and St. Johns County business tax receipt requirements shall be required to submit documentation satisfactory to the City demonstrating the physical business presence of the firm within the limits of St. Johns County for at least one (1) year prior to bid or proposal submission. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide, prior to recommendation for award, a copy of the current and valid business tax receipt issued at least one (1) year prior to bid or proposal submission or copies of other documentation demonstrating the physical business presence of the vendor within the limits of St. Johns County for at least one (1) year prior to bid or proposal submission.
- E. *Principal place of business* means the "nerve center," the place where the bidder or the bidder's corporate officers direct, control and coordinate the activities of the bidder. If the bidder operates

only one (1) business location, such business location shall be considered its Principal Place of Business.

- F. *Professional services* means advice, instruction or specialized work from an individual, firm or corporation specifically qualified in a particular area. "Professional services," for the purposes of this definition, shall not mean those services procured pursuant to Section 287.055, Florida Statutes.

III. Waiver

The application of local preference to a particular purchase, contract or category of contracts may be waived upon written recommendation of the Director of General Services and approval of the City Manager or his/her designee.

IV. Other Preferences

The preferences established herein in no way prohibit the right of the City of St. Augustine Beach to compare quality of materials proposed for purchase and to compare qualifications, past performance, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the City of St. Augustine Beach from giving any other preference permitted by law instead of the preference authorized herein.

V. Exemption of Certain Contracts

Co-operative purchases shall be exempt unless all participants in the co-operative purchase agree to apply this local preference resolution. In addition, particular categories of contracts may be exempted from application of local preference upon determination by the City Manager that such exemption serves the best interest of the City.

DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Proposal:

- a. Submission of more than one Proposal for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- b. Evidence of collusion among Respondents;
- c. Submission of materially false information with the Proposal;
- d. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- e. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the City, may hinder or prevent the prompt completion of the Work if awarded to Respondent;
- f. Respondent is failing to adequately perform on any existing contract with the City;
- g. Respondent has defaulted on a previous contract with the City;

- h. The evidence submitted by Respondent, or the City's investigation of Respondent, fails to satisfy the City that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the City and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the City's objectives for the Work.

REJECTION OF PROPOSAL

Proposals must be delivered to the specified location and received before the Proposal opening in order to be considered. Untimely Proposals will be returned to the Respondent unopened. Proposals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Proposals, or other material irregularities. The City may consider incomplete any Proposal not prepared and submitted in accordance with the provisions specified herein and reserves the right to waive any minor deviations or irregularities in an otherwise valid Proposal.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION THAT IT IS NOT IN ITS BEST INTEREST TO AWARD THE AGREEMENT.

WITHDRAWAL OF PROPOSALS

Respondent may withdraw its Proposal if it submits such a written request to the City prior to the designated date and hour of Proposal opening. Respondent may be permitted to withdraw its Proposal no later than 72 hours after the Proposal opening for good cause, as determined by the City in its sole judgment and discretion.

EVALUATION AND AWARD PROCEDURES

Proposals will be evaluated by a staff Evaluation Committee based upon the criteria and weighting set forth in "EVALUATION CRITERIA." The committee members will meet at City Hall or other location as appropriate to discuss the Proposals and their individual evaluations. Each committee member completes an evaluation form, from which the overall ranking of Proposals is compiled. Evaluation forms may be submitted at or subsequent to the Evaluation Committee meeting. If it is determined that it will assist the committee's evaluation for some or all Respondents to make an oral presentation, such presentations will be scheduled at city hall. Following the evaluation process, contract negotiations will commence with the Respondent submitting the highest-ranked Proposal. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the next highest-ranked Respondent, and so forth.

All Respondents will be notified in writing of the committee's intended recommendation to the City Manager regarding award of the Agreement. Alternatively, the committee may elect to submit the final ranking to the City Manager for approval prior to commencement of negotiations and, upon approval of the ranking of Proposals, commence negotiations and execute an agreement without further action by the City Commission. All Respondents will then be notified in writing of the committee's intended award of the Agreement.

The Agreement may be awarded to multiple responsive, responsible Respondents, having the highest ranked Proposal, which successfully conclude negotiations with the City (the "Successful Respondent"). The Agreement may be modified based on the City's acceptance of any alternatives listed in the Proposal that the City deems in its best interest.

If two or more Proposals are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with Section 287.087, F.S., *via* the Drug-Free Workplace Form; or (2) by lot.

The City reserves the right to award the Agreement to the next highest ranked and available Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within ninety (90) days of the effective date.

All Respondents will be notified of the City's intent to award or decision to award the Agreement. For the purpose of filing a protest under Section 120.57(3), F.S., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

EVALUATION CRITERIA

Evaluation and selection will be based upon written qualifications and oral presentation, if deemed necessary, with emphasis on the following general criteria:

	Criteria	Weight	Score	Total
1	Background and Qualifications Demonstrated experience in providing risk management and insurance services to clients with similar needs as the City. Technical ability, capabilities and capacity of the firm to provide risk management and insurance as described herein, including legal coverage.	0.15		
3	Personnel The knowledge, skills, experience and professional credentials of the key personnel to be assigned to the City	0.10		
4	Technical Merit Approach to risk management and insurance and overall responsiveness to the RFP including: Completeness of proposal Clarity of proposal Adequately addresses the needs of the City	0.25		
5	Cost Effectiveness Proposed cost for services to be provided	0.50		
	TOTAL	100		

Evaluation Rating Scale - 1 through 10:

More than adequate.....8 - 10

Adequate.....5 - 7

Less than adequate.....1 - 4

Not covered in proposal.....0

DIVERSITY

The City is committed to the opportunity for diversity in the award and performance of all procurement activities. The City encourages its Prime Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The City will assist Respondents by sharing information on W/MBEs to encourage their participation.

PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with Sections 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

FLORIDA SALES TAX

The City is exempt from payment of State of Florida sales tax pursuant to Section 212.08(6), F.S. Any tangible personal property that is the subject of this Request for Proposals is intended to remain tangible personal property and not become part of a public work owned by the City.

NOTICES AND SERVICES THEREOF

The City will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at www.demandstar.com. Onvia DemandStar may also be accessed through the City's web site at www.staugbch.com.

Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to Section 120.57(3), F.S., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

As a courtesy to Respondents, the City may send copies of the notices of intended agency decisions *via* e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

PROTEST PROCEDURES

1. Who May File A Protest:

Any actual or prospective bidder, proposer, offeror or contractor who is aggrieved in connection with a solicitation or award of bid or contract may file a protest with the City Manager. Protests

relating to cancellation of invitations to bid and protests relating to the rejection of all bids are not permitted.

2. Time for Filing:

If a protest is submitted by a prospective or actual bidder, it must be filed within three (3) business days after such aggrieved person knew or should have known of the facts giving rise thereto, provided the bid award or contract has not been approved by the City Commission, or the contract has not been fully executed if City Commission approval is not necessary. A protest is deemed filed when received by the City Manager.

3. Form of Protest:

A protest must be in writing and filed with the City Manager, 2200 A1A S., St. Augustine Beach, FL 32080. A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant.

4. Procedures:

1. Any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, associated with this solicitation, shall file a Notice of Protest within three (3) business days after receipt of this solicitation. The protester shall also file with the City Manager a Formal Written Protest within 10 days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
2. No additional time shall be added for mailing. All filings shall be received by the City Manager at the City of St. Augustine Beach, 2200 A1A S., St. Augustine Beach, Florida 32080 within the prescribed time periods. The City shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.
3. Any person adversely affected by a City decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, shall file a Notice of Protest within three (3) business days after receipt of the decision or intended decision. The protester shall also file with the City Manager a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
4. No additional time shall be added for mailing. All filings shall be addressed to and received by the City Manager at city hall in St. Augustine Beach, Florida within the prescribed time periods. Failure to file a protest within the time prescribed the protest procedures shall constitute a waiver of protest proceedings.

TERM OF AGREEMENT

The term on coverage shall be one (1) year with an option to renew for one (1) additional year.

SCOPE OF WORK

The City of St. Augustine Beach hereinafter referred to as the “City” desires to contract for Professional Services to provide property and casualty insurance, and risk management services. Coverages to be included are Property, General Liability, Law Enforcement Liability, Automobile Liability, Automobile Physical Damage, Public Officials Liability, Crime and Workers Compensation. Additional coverages should include Statutory AD&D for Police with and without all remaining employees and Liability, Protection and Indemnity, flood and wind driven rain.

Services should include comprehensive Risk management / Loss Control program, and Claims Administration / Adjusting, and appropriate legal representation & consultation related to the provided coverage.

Insurance funds, captive insurers, other types of providers, or insurance carriers with a rating of “A” or above by A.M. Best are preferred. No proposal will be accepted by the City where insurance coverage is to be provided by any insurer or organization which has a rating from any of the following recognized rating firms which is less than the minimum rating specified below for the rating firm:

<u>Minimum Rating</u>	<u>Firm Rating</u>
A.M. Best	B+
Moody’s	Baa3
Standard & Poor’s	
Claims-Paying Ability	BBB
Qualified Solvency Rating	BBBq

If the coverage is to be provided by a person or organization not rated by one or more of the above designated rating firms, proposals for such coverage or service will only be accepted if the person or organization providing the service or coverage:

1. Has, as of the proposal return date specified in the RFP, been successfully operating in the State of Florida for a minimum of ten (10) consecutive years;
2. Submits with its proposal its last audited financial statement issued by a Certified Public Accountant, which:
 - a. Is dated no earlier than 18 months prior to the proposal return date specified in the RFP;
 - b. Offers an unqualified opinion of the financial viability of the person or organization.

Background:

Name: City of St. Augustine Beach
Address: 2200 A1A South
St. Augustine Beach, FL 32080
Type: Municipality

Population: 6,713

ABOUT THE CITY

City Charter establishes a City Commission/City Manager form of government.

Police Services: The City has twenty (20) sworn officers including the Police Chief. The City has one police dog. The City has one (1) part-time sworn officer. There is an inter-local agreement between the St. Johns County Sheriff's Office and the City.

Fire Services/EMS: The City has an inter-local agreement with St. Johns County for emergencies. The County provides dispatch, paramedic, and emergency transport services.

Public Works covers streets owned by the City, City parks, sanitation and recycling collection services.

Other services include Administration / Finance, Building and Zoning, Public Works and Police Departments.

Employees: Approximately sixty (60) FTE (Full Time Equivalent)

Payroll: 2018/2019 projected payroll - \$2,701,116

2019/2020 projected payroll - \$2,752,948

POLICY/CONTRACT EFFECTIVE DATES, TERMS

All coverage and contracts are to be effective October 1, 2019 thru September 30, 2020. The City is desirous to retain the same effective date. Yearly policy options may be considered. While the following are minimum requirements, proposers can include additional coverage on the Coverage Summary Comparison form.

EXTENT OF COVERAGE OPTIONS

The City is requesting proposals for several types of policy options and coverage requested may have included improvement to its present insurance program. The City requests all proposers to provide a premium breakdown for each policy option and coverage shall be purchased, and in which combination, from among those proposed.

The City is requesting coverage based upon the following breakout:

General Liability:	All City Departments
Automobile Liability:	All City Vehicles
Property Damage:	All City Buildings
Workers' Compensation:	All City Employees
Statutory AD&D:	All Employees
Flood	All City Buildings and Equipment
Wind Driven Rain	All City Buildings

The information provided in this Request for Proposals is provided to facilitate insurer proposals. Much effort was made to provide necessary and accurate information, but the City is not to be penalized for any

lack of completeness. Accuracy of this data is not guaranteed. If more information is needed, contact Beverly Raddatz, City Clerk at braddatz@cityofsab.org.

POLICY/CONTRACT FORMAT

The City may benefit if able to combine coverage options from more than one proposal. Each proposer should state the extent to which individual coverage being proposed are separable without a change in premium cost.

SAMPLE POLICIES, ENDORSEMENTS AND RATE WORKSHEETS

The City requests that sample policy forms and endorsements be provided with proposals for a fair analysis of coverage as well as price. Proposers are requested to submit with their proposals rate worksheets or a schedule of net rates.

PAYMENT OF POLICY PREMIUM

The City requires an interest free installment policy for payments. Proposers are requested to indicate their interest free payment schedules.

INSURER QUALIFICATIONS

Proposals are expected from insurers with acceptable financial strength. Insurers eligible for Best's rating should list their most current rating. Insurers not eligible for Best's rating should submit their most recent audited financial statement. Where such rating is unavailable, further information regarding the stability and solvency of the company should be provided. In such cases, the City is particularly interested in reinsurance relationships, and requests a listing of reinsurers, including type and amount of coverage provided by each reinsurer, and percent of participation of each reinsurer. Evidence of such reinsurance coverage is also required.

LOSS CONTROL ASSISTANCE: Proposers are expected to provide loss control / safety assistance and are requested to submit information regarding loss control programs and applicable costs, if additional.

COST ALLOCATION ASSISTANCE: Proposers are expected to assist the City and provide a sound method of cost allocation based on acceptable industry standards using the premium, exposures, and loss data. Billing premiums should be broken down by lines of coverage with all fees and charges clearly identified and directly associated with a line of coverage. Proposers are encouraged to provide examples of premium and service billing, as well as examples of sound cost allocation methods to aid the City with equitable distribution of the premium cost back into various funds and accounts.

CLAIMS SERVICES: Proposers are expected to provide prompt and professional claims service and are requested to submit information regarding claims services and should indicate locations, staffing, and case load of adjusters serving the City. The City is also desirous of prompt and accurate premium/claims data reports on a quarterly basis. Proposers are requested to provide sample reports and indicate frequency of such. Proposers should indicate the accessibility of online claim management/information.

EXISTING CLAIMS "RUN-OUT" MANAGEMENT: Proposer should provide a program and procedure for dealing with "run-out" or existing claims at the termination or non-renewal of any contract period. This

should include but is not limited to: continued existing claims management and defense, transfer or sell of existing claims to a new carrier or third party, assuming existing claims from an old carrier, and final disposition of existing claims. All associated costs are to be clearly identified. For the purpose and intent of this RFP, existing claims means any style or type of claim with a date of loss prior to October 1, 2019, whether currently reported or not. **This procedure or method should be explained in detail by proposer and all potential costs for claims, administration and defense, clearly disclosed and identified. The City prefers continued claims management and defense.**

LEGAL SERVICES: Proposers who include legal services as part of their claims service are requested to submit information regarding who is used, their contractual relationship with the proposer, their individual or firms' qualifications and experience, and applicable costs, if additional. This should include legal consultation, pre-defense review, and claims defense.

COMPLETION OF COVERAGE SUMMARY COMPARISON: Due to variations in insurance contracts and ratable exposures, all proposers are expected to complete the coverage summary comparison forms thoroughly and accurately. Discrepancies could invalidate the proposal.

IMPORTANT NOTE – Coverage Summary Comparison Form: When completing the coverage summary comparison forms, it is imperative that they be completed thoroughly and accurately. If they are not completed accurately, and any restrictive terms are not divulged, your proposal will be disqualified.

All Coverages - Named Insured: The Entity, Commissioners, elected or appointed officials, including past officials, employees and volunteers while acting within the scope of his duties. PLUS: Any affiliated or subsidiary board, authority, committee or independent agency (including newly constituted) provided that such affiliated or subsidiary board, authority, committee or independent agency is either a body politic created by a listed named insured, or one in which controlling interest or membership therein is vested in a listed named insured.

Cancellation/Non-Renewal: The City shall be given at least 6-months' notice of cancellation, non-renewal or adverse change of contracts. Yearly proposals are submitted, they must include the City's right to cancel with a 60-day notice and no penalties.

Extension: The City desires an option to extend coverage 30-60 days beyond contract terms, with City providing at least 45 days' notice to Proposer.

General Liability, Law Enforcement and Public Officials' Liability should be Non-Auditable.

MINIMUM COVERAGES AND EXPOSURES:

Most Recent Financial Statement and Audit Report: The 2018 Audit will be posted after July 2, 2019 via the City's website: www.staugbch.com.

Current Exposure Information: See Exhibits 1 – 6, Property, Automobile, AD&D, and Workers Compensation.

Loss and Historical Exposure Information: For detailed loss and financial loss information for all lines of claims, see Exhibit 7 - Loss Runs.

While the following are minimum coverage, the City allows for more coverage. Please make sure you complete the Summary of Coverage form.

DESIRED PROPERTY COVERAGES:

- Building and Contents are to be insured on a Blanket Basis with an Agreed Value endorsement (no coinsurance).
- Coverage is to be on an “All Risk”, “All Other Perils” or “Special Perils Form” or its equivalent, including Flood and Earthquake.
- Coverage is to be on a Replacement Cost basis for real and personal property, unless otherwise specified (see schedules).
- Building Ordinance Coverage should be included.
- Permission to rebuild at another site or not to rebuild.
- Architect Fees should be included.
- Includes Property in Transit.
- Automatic Coverage – Up to - \$2,000,000 – With No Additional Premiums for Remainder of Term.
- Joint Agreement should be included so that the insured will not be penalized if there should be disagreement with the Boiler and Machinery carriers over which policy applies.
- Terrorism.
- Deductible should not exceed \$25,000. Per Occurrence – All Other Perils (excluding wind losses)
- Any shared or individual member wind deductible should not exceed 5% of the total values at each building / structure involved in the loss per any one occurrence with no minimum.
- Storm surge is considered a wind event and not flood.
- Excess coverage insurance should start at no less than \$1,000,000.
- Bidders are to provide detailed information regarding their surplus ratio.
- Employee (mechanics) personal tool coverage should be provided with a sublimit no less than \$25,000 per person, per occurrence, ground up, minimum of 7 employees.

PROPERTY COVERAGE MINIMUM SPECIFICATIONS:

Total Building & Contents: \$74,508,326.00 - See Exhibit 1 - Building & Property Summary Report (aka Property Schedule)

Accounts Receivable: \$ 500,000

Business Income/Extra Expense: Business Interruption and Extra Expense Coverage with a \$1,000,000 Blanket Limit.

BOILER AND MACHINERY: Comprehensive coverage including breakdown, should be proposed for all locations, for all objects in use or connect ready for use, objects acquired by the City after policy inception and at newly acquired locations.

Coverage is requested for all objects which may qualify as fired or unfired vessels, refrigerating and air conditioning systems and piping and accessory equipment and for all objects which may qualify as

mechanical or electrical machines, apparatus or equipment which generates, controls, transmits, transforms, or utilizes mechanical or electrical power or energy.

Amount of Coverage:

Limit per Accident \$50,000,000 Per Loss

\$10,000 Deductible for transformers 10,000 KVA or higher and \$1,000
Deductible all other

Valuation should be on a repair or replacement cost basis.

Pollution and Remediation Legal Liability Coverage is not needed as the City self-insures.

COMPREHENSIVE GENERAL LIABILITY

Commercial General Liability including:

- Premises and Operations
- Products and Completed Operations
- Blanket Contractual, including hold harmless agreements with public entities and non- public entities
- Broad Form Property Damage
- EMS/Paramedical Professional
- Law Enforcement Liability
- Employee Benefits Liability
- Fire Damage Liability
- Host Liquor and Liquor Liability, including "X, C, U"
- Incidental Malpractice
- Personal Injury
- Sewer Backup
- Deletion of "Care, Custody and Control" Exclusion
- Include Pesticide/Herbicide Spraying – Pollution
- Include Coverage for Discrimination/Harassment Legal Counsel on EEOC Administrative Hearing
- Inverse condemnation coverage needs to be included and incorporate Bert Harris protection

An Occurrence Form should be proposed.

The following limits of coverage should be proposed. Alternative, higher limits may be proposed if the additional cost is reasonable.

Limits of Liability:

General Aggregate Limit	No Aggregate
Products & Completed Operations Aggregate Limit	No Aggregate
Personal Injury	\$1,000,000

Each Occurrence	\$1,000,000
-----------------	-------------

The City does not permit the insurers to endorse their policies to waive the City's sovereign immunity above \$100,000 per claim, or \$200,000 per occurrence under prior statutory limits, or \$200,000 per claim, or \$300,000 per occurrence under current statutory limits.

General Liability Exposure and Rating Data: See Exhibit 7 – Loss Runs and Premium Summary, for all relevant exposure data.

Deductible: None

PUBLIC OFFICIALS LIABILITY: Coverage is desired for any civil claim because of a wrongful act not ordinarily covered by general liability policies, including potential obligations arising from allegations of inadequate handling of employee disciplinary problems, acts alleging discrimination, hiring/firing, federal civil rights, sexual harassment and zoning. Coverage should be included for EEOC Administrative Hearings. Please specify coverage and limits for EEOC actions and extent of Non-Monetary Damages coverage.

Proposer may quote coverage for Sexual Misconduct Coverage separate, if not included as part of the underlying Public Officials Liability. Please clarify included or excluded. If available separately, please quote.

Limit of Liability should be at a minimum \$1,000,000. Proposers should see quotes for additional coverage.

Deductible: None and "occurrence" form should be proposed.

LAW ENFORCEMENT LIABILITY: Coverage is desired for errors, omissions, or negligent acts arising out of the performance of the insured's duties while acting as a law enforcement official or officer, in the regular course of public employment.

Coverage should include:

- Discrimination, Humiliation
- False Arrest, Detention and/or Imprisonment
- Improper Service of Process
- Libel, Slander and other Defamation of Character
- Malicious Prosecution
- Riot, Civil Commotion and Mob Action
- Sexual Harassment
- Violation of Civil Rights
- Violation of Property Rights
- Wrongful Entry and/or Eviction
- Premises Liability for police academies, firing ranges, training schools, jails/holding cells, and other premises occupied and used by the police department.

Limit of Liability should be at a minimum \$1,000,000. Proposers should see quotes for additional coverage.

Deductible: None and "occurrence" form should be proposed.

COMMERCIAL CRIME:

Faithful Performance: Employee dishonesty with faithful performance coverage: It is preferred that coverage include treasurers, comptroller, finance directors or tax collectors.

Limits of Liability: \$100,000.

Monies & Securities Forgery or Alteration Employee Dishonesty: Deductible: \$1,000.00 per Occurrence

AUTOMOBILE COVERAGE:

Business Automobile: Business Automobile Liability including hired and non-owned coverage limit of liability: \$1,000,000 per occurrence with no deductible

Personal Injury Protection: As required by State or Federal law.

Uninsured Motorist Options: Exclude, Occurrence Form should be proposed.

Automatic coverage throughout the policy term without updated scheduling— No Additional Premium.

The City does not permit the insurers to endorse their policies to waive the City's sovereign immunity above \$100,000 per claim or \$200,000 per occurrence under prior statutory limits, or \$200,000 per claim, or \$300,000 per occurrence under current statutory limits.

Deductible: None

AUTOMOBILE PHYSICAL DAMAGE: Automatic coverage should apply through policy term.

Coverage is to include: Comprehensive and Collision
Hired and Non-owned Auto Physical Damage

Automatic Coverage: Availability of No Additional Premium – Remainder of Term

Schedule of Vehicles: See Exhibit 2 – Auto Schedule and Exhibit 7 - Loss Runs

Deductible: \$500

WORKERS' COMPENSATION:

Coverage: Standard Workers' Compensation Insurance is to be provided in accordance with

Florida Workers' Compensation Law and Florida Statutory Limits.

Employer's Liability:

Each Accident:	\$1,000,000
Disease-Policy Limit:	\$1,000,000
Disease-Each Employee:	\$1,000,000
Other States Insurance:	Included

Deductible: up to \$2,500 per claim

PLEASE PROVIDE PROPOSAL QUOTE(S) FOR THE FOLLOWING ADDITIONAL COVERAGES:

1. **UMBRELLA / EXCESS COVERAGE:** Umbrella/excess liability coverage should be excess of third-party liability coverage with "Follow Form" coverage provisions. It is preferred that coverage be included for Law Enforcement Liability and Public Officials Liability. Coverage should be no less restrictive than they are underlying liability policy.

Limit of Liability: \$3,000,000 (desired) **Retention:** \$100,000

Bidder may propose alternate tiered limits in 1 million-dollar increments. Self-Insured or Pool retention options are to be clearly identified. Any deductible options are to be clearly identified. Bidder should have access to the appropriate markets to place Umbrella / Excess coverage, in addition to the primary policies described within. Any and all broker fees and/or commissions for placing Umbrella / Excess coverage are to be fully disclosed if there is an additional cost for placing coverage which is not included in the total premium cost.

2. **STATUTORY ACCIDENTAL DEATH & DISMEMBERMENT COVERAGE FOR FIRST RESPONDERS (AD&D):** Proposer should have access to the appropriate markets to place Florida Statutory Accidental Death & Dismemberment coverage (AD&D), in addition to the primary policies described within. Any and all broker fees and/or commissions for placing AD&D coverage are to be fully disclosed if there is an additional cost for placing coverage which is not included in the total premium cost. Individual, Self-Insured or Pool retention options are to be clearly identified. Any deductible options are to be clearly identified. Individual or Combined aggregate limits are to be clearly identified. The City requests proposals of AD&D.

LIMITS: The Bureau of Crime Prevention and the Division of State Fire Marshal shall by rule, adjust the statutory amounts based on the Consumer Price Index (CPI) for all urban consumers published by the United States Department of Labor. Adjustments shall be made on July 1st of each year using the most recent month for which data is available at the time of the adjustments.

Current primary benefits provided are:

Line of Duty Coverage = \$72,764

Fresh Pursuit Coverage = \$72,764

Unlawful & Intentional Death Coverage = \$205,818

Proposers should provide costs for both including and excluding remaining employees.

PLEASE NOTE: The City does not own or operate any aircraft or employ any pilots.

The City has incurred NO AD&D losses.

ERRORS AND OMISSIONS COVERAGE

All brokers are to provide evidence of at least \$1,000,000 of Errors and Omissions coverage, and any other insurance coverage or risk financing program intended to cover similar incidents in the broker-insured relationship.

UNUSUAL FEATURES

Proposers shall attach to their proposal's descriptions of any unusual or specific features which will be provided in their program.

EXCEPTIONS OR ALTERNATIVES TO SPECIFICATIONS

Any and all deviations from the specifications must be individually identified as an alternative proposal or specific deviations from the specifications. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

COORDINATION WITH UMBRELLA OR EXCESS LIABILITY POLICY

If an umbrella or another excess liability policy is also proposed, there should be no gaps or overlaps of coverage, especially with regard to the actual coverage, defense, notice of accidents/occurrence/circumstances, notice of claims and extended reporting period (if applicable). If there are any, please explain.

SYSTEM FOR AID TO CITY PRE-AND- POST EMERGENCY EVENT

Describe what procedures and policies the company has to prepare for emergency events (i.e. hurricanes, fires, tornadoes, etc.) and what the company response time and procedures are after the emergency events.

DRUG-FREE WORKPLACE PROGRAM

Does the company have a workers' compensation credit if the City has a drug-free workplace program and if so, how much would be the credit per year?

_____ YES _____ NO _____ Credit Amount

YEARLY RETURN ON PREMIUM POLICY

Does the company give a refund if the member saves the company money throughout the year and what percentage would be given back to the City if premium payouts are lower than expected?

_____ YES _____ NO _____ PERCENTAGE

ANNUAL AGGREGATES

Is the policy offer an annual aggregate, meaning if the coverage is for \$1 million, will the company provide up to \$1 million for each claim or \$1 million total in a given year?

_____ \$1 million each claim _____ \$1 million total

FORMS

PROPOSAL SUMMARY FORMS

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Proposal as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this Proposal or in the Agreement to be entered into; that this Proposal is made without connection with any other person, company, or parties submitting a Proposal; and that this Proposal is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the City that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the Proposal opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its Proposal is accepted, Respondent shall contract with the City and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Firm name: _____

signature: _____

Date: _____

AGENT/INSURER QUALIFICATIONS

NOTE: The Proposer is not to leave any items/values blank. If any items/values are left blank they will be deemed included. If an item is not applicable, please state "N/A."

AGENT

Name: _____

Location of Office: _____

Number of Offices in Florida: _____

Number of Employees in Florida: _____

Number of Public Entities Handled: _____

List six (6) client or other Public Entity references, including names, addresses and telephone numbers per "Submission Requirements" (J.), Page 5:

Reference No. 1:

Company Name: _____

Current contact person at company: _____

Telephone: _____ Fax: _____ E-mail: _____

Company Address: _____

Reference No. 2:

Company Name: _____

Current contact person at company: _____

Telephone: _____ Fax: _____ E-mail: _____

Company Address: _____

Reference No. 3:

Company Name: _____

Current contact person at company: _____

Telephone: _____ Fax: _____ E-mail: _____

Company Address: _____

Reference No. 4:

Company Name: _____

Current contact person at company: _____

Telephone: _____ Fax: _____ E-mail: _____

Company Address: _____

Reference No. 5:

Company Name: _____

Current contact person at company: _____

Telephone: _____ Fax: _____ E-mail: _____

Company Address: _____

Reference No. 6:

Company Name: _____

Current contact person at company: _____

Telephone: _____ Fax: _____ E-mail: _____

Company Address: _____

INSURER (Provide information for each insurer)

Best rating or attach financial information: _____

Number of Public Entities Insured: _____

Location of nearest claim office handling our account: _____

Attach description of loss control/ prevention program.

SERVICE COMPANY (If applicable)

Name: _____

1. Number of Public Entities serviced:

Property: _____

Third Party Liability: _____

Workers' Compensation: _____

Location of nearest claim office handling our account: _____

Attach description of loss control program.

SERVICE	YES/NO
Employee Practices Hot Line	

Employment Law Seminar	
Sexual Harassment Seminars	
Sample Personnel Policy and Procedures	
Contract Evaluations	
Risk Management Seminars and onsite Training & Seminars	
If yes, how often?	
Police Liability/Critical Incident Hot Line	
On Site Risk Analysis, Including Third Party Liability	
Safety Program Development, Including Third Party Liability	
Regulatory Assistance	
Indoor Air Quality Analysis	
Industrial Hygiene Analysis	
Monthly Loss runs by Type of Loss and Department	
Appraisals	

PLEASE INDICATE IF THE FOLLOWING SERVICES ARE PROVIDED

Coverage Summary Comparison

Proposer

Total Premium

Property Coverage

Description	Amount/Comments
Blanket Property	
Excess Coverage Amount	
Deductible	
Named Storm	
Storm surge covered under named storm or flood?	
Excess flood	
Equipment Breakdown	
Extra Expense	
Expediting Expense	
Boiler & Machinery	
Accounts Receivable	
Property Coverage Continue	

Description	Amount/Comments
Antiques & Objects of Art (per item/ annual maximum)	
Buildings Under Construction	
Debris Removal	
Demolition, Ordinance, and ICC	
Electronic Data Processing Equipment (software)	
Errors and Omissions	
Fungus Cleanup	
Leasehold Interest	
Loss of Income	
New Location Personal Property	
New Locations	
Off Premises Power Failure	
Personal Property - Mechanics	
Personal Property Off Premises	
Pollution Cleanup	
Preservation of Property	
Service Interruption	
Transit	
TRIA (including Inland Marine)	
Valuable Papers & Records	

General Liability

Per Occurrence	
Annual Aggregate	
Employee Benefits Liability	
Herbicide & Pesticide	

Law Enforcement - per occurrence	
Law Enforcement - Annual Limit	
Public Officials Liability - per occurrence	
Public Officials Liability - Annual Limit	
Employment Practices Liability - per occurrence	
Employment Practices Liability - Annual Limit	
Cyber Liability - per claim	
Cyber Liability - annual limit	
Sewer Backup & Water Damage Limit	
Extra Contractual Legal Expense	
Fire Legal Liability	
Skate Facility Liability	
Host Liquor Liability	
Bert Harris Act	

Auto Coverage

Comprehensive	
PIP	
Physical Damage Comprehensive Deductible	
Physical Damage Collision Deductible	
Hired & Non-Owned Liability Coverage	
Automatic Coverage	
Automatic Coverage - additional premium?	

Crime & Bond Coverage

Employee Theft Per Loss	
Employee Theft Deductible	
Faithful Performance Per Loss	
Faithful Performance Deductible	
Money Loss Inside Limit	
Money Loss Inside Deductible	
Outside the Premises Limit	
Outside the Premises Deductible	
Premises Theft	
Premises Theft Deductible	
Forgery or Alteration Limit	
Forgery or Alteration Deductible	
Computer Fraud including funds transfer fraud	
Computer Fraud Deductible	

Premium Breakdown

Property	
General Liability	
Auto	
Worker's Comp	

Excess Coverage

Additional Premium

Law Enforcement Liability	
\$2,000,000 per occurrence	
\$3,000,000 per occurrence	
\$4,000,000 per occurrence	
\$5,000,000 per occurrence	
Aggregate amount	

Public Officials Liability

\$2,000,000 per occurrence	
\$3,000,000 per occurrence	
\$4,000,000 per occurrence	
\$5,000,000 per occurrence	
Aggregate amount	

Marina Operators Legal Liability & Protection and Indemnity

Available including Vessel P&I	
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Statutory AD&D

Police & Fire only with optional increased weekly accident indemnity	
Police & Fire only without optional increased weekly accident indemnity	
All Employees only with optional increased weekly accident indemnity	
All Employees without optional increased weekly accident indemnity	

Payments & Other Terms

Payment Terms	
Multi-year discount	
Lines of Coverage separable?	
If separable, does cost remain the same?	
If cost change, please specify	
Property	
Auto	
Inland	

General Liability	
Workers Compensation	
Marina	
AD&D	
Cancellation by the City for 2nd term - amount of notification & penalties, if applicable	

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- a. He/she is the _____, (Owner, Officer, Partner, Representative or Agent)
Of _____, the Bidder that has submitted the attached Proposal;
- b. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c. Such Proposal is genuine and is not collusive or a sham proposal;
- d. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The City of St. Augustine Beach, or any person interested in the proposed Work;
- e. 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 Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ by: _____

Witness

Witness

(Printed Name)

(Title)

Before me, the undersigned authority, personally appeared _____ who is
personally known to me _____ or has produced _____ as
identification and who executed the foregoing Affidavit and acknowledged to and before me that
_____ executed said Affidavit for the purpose therein expressed.

Witness my hand and official this _____ day of _____, 20____.

(Seal)

Notary Public

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM

The Respondent, (business name) _____, in accordance with Section 287.087, F.S., hereby certifies that Respondent does the following:

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Notifies employees, via the statement specified in paragraph 1, above, that, as a condition of working on the contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893, F.S. or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are under Proposal a copy of the statement specified in paragraph 1, above.
4. Informs 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

Imposes a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, F.S.

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

By: _____

Title _____

Date: _____

PUBLIC ENTITY CRIMES AFFIDAVIT

DATE: _____

SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES

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 The City of St. Augustine Beach by: _____
_____ (print individual's name and title) for _____
_____ (print name of entity submitting sworn statement) whose business address is _____
and, (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: _____).
2. I understand that a "public entity crime" as defined in Paragraph 287.133 of the Florida Statutes, means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" is defined in Section 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applied to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which applies):

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH 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 THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
who is personally known to me or who has produced _____ as identification,
and who, after first being sworn by me, affixed his/her signature in the space provided above on this ____
_____ day of _____, 20_____.

Signature of Notary Public

Name of Notary Public

(SEAL)

My commission expires: _____

NO RESPONSE FORM

CITY OF ST. AUGUSTINE BEACH

Insurance and Risk Management Services

Proposal Number 19-05

Your reasons for not responding to this Request for Proposals are valuable to the City of St. Augustine's procurement process. Please complete this form and return it to the Division of Purchasing no later than the date set for receipt of Proposals. Thank you for your cooperation.

_____ Please check (as applicable): Specifications too "general" (explain below)

_____ Insufficient time to respond to the Request for Proposals

_____ Do not provide this type of work for this project

_____ Schedule would not permit us to perform

_____ Unable to meet Request for Proposal specifications

_____ Specifications unclear (explain below)

_____ Disagree with solicitation or Agreement terms and conditions (explain below)

_____ Other (specify below)

Remarks: _____

DATE

RESPONDENT (FIRM NAME)

ADDRESS

E-MAIL ADDRESS

SIGNATURE

PRINTED NAME AND TITLE

TELEPHONE NUMBER

FAX NUMBER

EXHIBITS

(under separate cover)

- Exhibit 1 – Property Schedule
- Exhibit 2 – Auto Schedule
- Exhibit 3 – Accidental Death & Dismemberment Worksheet
- Exhibit 4 – Marina Liability
- Exhibit 5 – Workers Compensation Payroll
- Exhibit 6 – Loss Runs Premium Summary