

EXHIBIT "A"

**REQUEST FOR PROPOSAL
RFP #15-10
TOWN OF CUTLER BAY
PROPERTY, LIABILITY AND CASUALTY INSURANCE**



BID DUE DATE & TIME:
TBD
2:00 PM

**REQUEST FOR PROPOSAL
RFP #15-10
TOWN OF CUTLER BAY
PROPERTY, LIABILITY AND CASUALTY INSURANCE**

The Town of Cutler Bay is requesting proposals from qualified Proposers to provide financing to the Town of Cutler Bay. **Interested Proposers should visit the Town’s website at www.cutlerbay-fl.gov to obtain the Request for Proposal package. Packages may also be picked up at the following location, during normal business hours.**

**Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189**

Sealed submittals including Four (4) signed paper copies (one (1) original and three (3) bound copies), along with one electronic copy on CD in PDF format, shall be submitted in one (1) sealed package must be received no later than **2:00 PM on TBD 2015** and be clearly marked on the outside, **“RFP #15-10 Town of Cutler Bay – Property, Liability and Casualty Insurance”, Attention: Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.**

Late Submittals and facsimile submissions will not be considered. The proposer shall bear all costs associated with the preparation and submission of the proposal.

Pursuant to Town Code, public notice is hereby given that a “Cone of Silence” is imposed concerning the Town’s competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the “Cone of Silence”.

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town of Cutler Bay reserves the right to accept or reject and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services, or take any other such actions that may be deemed in the best interest of the Town.

Rafael G. Casals, CFM
Town Manager



REQUEST FOR PROPOSAL

RFP #15-10

Town of Cutler Bay

“Property, Liability and Casualty Insurance”

SECTION # 1

INTRODUCTION

The Town of Cutler Bay (the “Town”), a municipality located in Miami-Dade County, Florida, desires to receive proposals from qualified Proposers, directly or through representative agencies (collectively, the “Proposer”) to provide specified types of business insurance and ancillary services to the Town as more fully described in the Section 2, Services Needed By The Town, below.

1.1 SCHEDULE OF EVENTS

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFP & Cone of Silence Begins	TBD	TBD
2	Deadline to Submit Questions	TBD	TBD
3	Deadline to Town Responses to Questions	TBD	TBD
4	Deadline to Submit RFP-Response	TBD	TBD
5	Announcement of selected Proposer/Cone of Silence ends	TBD	TBD

*The Town reserves the right to change the scheduled dates and time.

1.2 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible to respond to this RFP, the Proposer must have successfully provided, within the past five (5) years, services and provide references similar to those described in Section 2 of this RFP. The Proposer must meet all legal and regulatory requirements for providing the requested services and must not have any outstanding administrative actions issued by the Florida Office of Insurance Regulation or any other regulatory agency.



Respondents shall furnish such additional information as the Town may reasonably require. The Town reserves the right to make investigations of the respondents' qualifications or those of any of its agents, as it deems appropriate.

1.3 ADDENDA

If the Town finds it necessary to add to, or amend this document prior to the response submittal deadline, the Town will issue written addenda/addendum. Each respondent must acknowledge receipt of each addendum by signing the acknowledgement thereof (Appendix A) and providing it with its response.

1.4 CERTIFICATION

Each responder to this RFP must declare, by signing Appendices A and B, that the person(s), firm(s) and parties identified in the response are interested in and available to provide the services required; that the response is made without collusion with any other person(s), firm(s) and parties; that the response is fair in all respects and is made in good faith without fraud; and that the person signing any part of the response and cover letter has full authority to bind the person(s), firm(s) and parties identified in the response.

1.5 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Town in connection with responses shall become property of the Town and shall be deemed to be public records subject to public inspection.

1.6 RETENTION OF RESPONSES

The Town reserves the right to retain all responses submitted and to use any ideas contained in any response, regardless of whether that respondent or any respondent is selected.

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1.7 QUESTIONS AND CLARIFICATIONS:

All requests for information and/or clarification should be submitted in writing on or before **TBD, 2015, 1:00 pm**, as described in Section 1.1- Schedule of Events:

Town Clerk
RFP #15-10
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
Phone: (305) 234-4262 / Fax: (305) 234-4251
Email: townclerk@cutlerbay-fl.gov

1.8 TOWN AUTHORITY

Proposals will be selected at the sole discretion of the Town. The Town reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered.

1.9 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Ordinance 06-11; Town Code Chapter 8A. Pursuant to the Town Code and the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General requirements:

- (A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official of the Town, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- (B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- (C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
- (D) If an existing vendor makes a contribution, the vendor must report the contribution to the clerk within the earlier of: ten days of acceptance or prior to the award of the contract or renewal.



(E) The Town Clerk shall file a quarterly report listing the vendor disclosures in the quarter.

2. Disqualification:

(A) If a Vendor of products or services, directly or through a member of the person's immediate family, through a political action committee or through any other person, makes a campaign contribution to a Town candidate and fails to disclose it, the vendor shall be barred from selling any product or service to the Town for a period of two years following swearing in of the subject elected official.

1.10 CONE OF SILENCE

Notwithstanding any other provision in this solicitation, the provisions of Town "Cone of Silence" are applicable. The entirety of these provisions can be found in Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("particular RFQ") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or Proposer; and the Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each particular RFQ, RFP and bid after the advertisement of said particular RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting when the Town Manager makes his written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Town Council during any duly noticed public meeting;
- (4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable particular RFQ, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;



- (5) communications regarding a particular RFQ, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or Proposer and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such particular RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) communications with the Town Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to Town Code;
- (9) responses to the Town's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or Proposer and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any particular RFQ award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

1.11 LOBBYIST REGISTRATION

Proposers must also comply with all Town Charter sections and Code sections, including without limitation, those pertaining to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.



SECTION # 2

SERVICES NEEDED BY THE TOWN

2.1 GENERAL BACKGROUND

As more fully discussed in Section 2.2 below, the Town of Cutler Bay is requesting proposals from experienced and qualified firms to provide several types of insurance and ancillary services including, but not limited to, General Liability, Automobile, Property, Worker's Compensation, Flood, and Storage Tank Liability.

Each proposer is responsible for inspection of the physical facilities and acquainting themselves with the scope of the risk. It is desired that the proposals include all the coverage and services outlined in Section 2.2 below. It is desired that each proposer outline the services to be provided to the Town in their basic contract and any ad hoc services that are available along with the fees for those services, if any.

Items to be addressed include, but are not limited to:

- a) Are dividend payments available with the companies that are being proposed and if so how often have dividends been paid?
- b) What is the financial stability of the company (ies) you are proposing?
- c) Description of the claims process.
- d) Do you offer disaster recovery services? Is there an additional cost for this service?
- e) Does the carrier being proposed offer a dedicated limit or is there a shared pool?
- f) If you are proposing a trust, is the trust assessable or non-assessable?
- g) If proposing a trust, please include a copy of the reinsurance structure.

The Town is desirous of having the Proposer provide safety training (online or on-site) and annual motor vehicle record checks on drivers of Town vehicles. Please advise if this service is available and the fees, if any, that would be associated with providing these services.

Proposals which merely offer to conduct a program in accordance with the requirements of the Town's scope of work may be considered non-responsive and may not be considered further. The Proposer must submit a definite proposal specifying the results to be accomplished in accordance with the Town's requirements. All proposals submitted must be signed by a duly authorized representative of the entity submitting the proposal; otherwise, the proposal will be rejected.

Stability of insurers – It is the desire of the Town that all of its insurers have an A.M. Best Company rating of "A-" or better. Insurers with a Best rating of lower than A- will be considered in light of the protection being offered.



If an insurer with a Best rating of A- is proposed, the insurers current financial statements must be included in the proposal for review. If you are proposing a trust, a copy of the most recent financial statement must be included in the proposal for review. The Town will be the sole evaluator of insurance companies acceptable to them. Insurers must be currently authorized to transact insurance business in the State of Florida.

Payment Terms – The Town desires to have the option of interest free, periodic premium payments. Please indicate any terms available.

Notice of Claim – Proposers are requested to modify policy language relating to notification to the insurer following a loss to provide that: “Notice of loss shall be given to the insurer as soon as practical following receipt of notice of the claim by the Town.”

Loss Reports – Written loss history reports must be furnished no less than quarterly. Reports should be completed in plain English and should include a detailed description of individual claims and the amounts paid for each claim. Insurers will provide loss history reports until all claims have been resolved regardless if the insurer is currently providing coverage.

Waiver of Subrogation – The standard policy wording involving subrogation should be modified to remove subrogation between the Town and entities owned, managed or required to be removed by agreement, contract or lease including inter-local and other governmental agreements.

Loss Control Services – The Town wishes to utilize services of the successful insurer(s). Proposers should include a statement of the intended loss control activities and the frequency of such services. Any additional charges not included in normal policy premiums should be specifically identified by type and frequency of service and specific costs or charges separately stated. The Town would like to request attendance at safety meetings or training. Any additional charges not included in the normal policy premiums should be specifically identified by type and specific charges separately stated.

Sole Agent Endorsement – It is agreed that the Town shall be Sole Agent of the Insured with respect to premium payment, cancellation, participation and/or any provision of this RFP.

Termination and Non-Renewal Endorsement – Notwithstanding any provision in this contract to the contrary, except with respect to cancellation of the contract for non-payment, insurer(s) may not cancel, non-renew, restrict coverage, or restrict the insurer(s) contractual obligations with respect to this contract prior to the later of:

- a) The end of any 12-month anniversary of the contract; or



- b) At least 45 days after receipt by the Town of valid written notice from the insurer(s) of their intention with respect to cancellation, non-renewal, restriction of coverage, or restriction of the insurer(s) contractual obligations

The insurer(s) may not effect cancellation of this contract for non-payment of premium until at least ten (10) business days after receipt by the Town of valid written notice from any of the insurer(s) intention with respect to such cancellation.

The Town reserves the right, if in its best interest as determined by the Town, to cancel contract by giving written notice to the insurer(s) 30 calendar days prior to the effective date of such cancellation. In the event of termination, of this contract for whatever reason, the earned fees or other consideration shall be computed on a pro-rata basis with no penalty, and the insurer(s) shall refund any excess of paid fees or other consideration to the Town within 10 business days from the date of termination.

Re-rating Endorsement – Notwithstanding any provision in the contract to the contrary, the insurer(s) may not affect an increase of rates or other change in consideration applicable to this contract prior to the end of any 12-month anniversary of the contract.

Prohibition of Warranty Endorsement – The insurer(s) acknowledges that the Town has made a reasonable attempt to provide the insurer(s) with all known relevant rating and loss data. The insurer(s) therefore waives any right of denial of coverage or voidance of the policy(ies) based on any expressed or implied warranty or representation (whether written or oral) that the data provided discloses all such rating, underwriting and loss data known to exist.

Premium – Proposals shall detail premium, fees, taxes, and all costs associated with proposed lines of coverage.

Re-numeration – State your total re-numeration (as commissions/fees) to be received by the Proposer and any other affiliated firm (including wholesale brokers and intermediaries) for all proposed coverage, and treat each coverage as if it might be separable from the others. You may indicate commission percent (%) or flat fee amount. All commissions and fees shall be included in the total annual premium cost.

References and Experience – Proposers should provide names of other organizations for which similar coverage have been arranged within the past two (2) years. Greater consideration will be given to governmental entities. For each reference listed, please include the name, telephone number and e-mail address of the representative for whom the engagement was undertaken who can verify satisfactory performance. Provide examples of experience with similar scopes of work for other clients.

Non-Exclusive Contract – Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the Town may, at any time, secure similar or identical services at its sole option.



The proposed insurance coverage must include professional services for management and administration of the Town's insurance coverage. All programs must be administered according to Florida Statutes covering each area of exposure.

The firm providing these services must provide highly qualified and experienced personnel capable of handling programs of this type.

The firm awarded this proposal shall be required to have a licensed safety engineer available to make periodic visits and inspections of the Town's facilities. The engineer shall be available to advise employees on safety matters and will provide analysis of all other perils probable maximum loss and hurricane probable maximum loss. This person will conduct workshops with site managers and other employees. This loss control specialist, or an associate, will work with the Town's Safety Committee and assist in the overall direction of the Town's safety program.

The current insurance program provides a duty to defend and legal representation to the Town. The costs for legal representation must be borne by the Proposer and must not erode the general liability limits of coverage.

The attached Asset Survey reflects the property and values that the Town wishes to insure on its Property insurance line of coverage (see item D. in Section 2.2 below). The Town has not had any crime/employee dishonesty/theft of money or securities claims.

While pursuing this RFP process, the Town reserves the right to award contracts to Proposers who will best serve the interests of the Town and whose Responses are considered by the Town to be the most responsive and most responsible.

The Town reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Town reserves the right to investigate the financial capability, integrity, experience and quality of each Proposer, including officers, principals, senior management and supervisors as well as the staff identified in the Response.

2.2 SCOPE OF SERVICES

The Proposers can expect to provide services including, but not limited to, the following:

This project consists of providing insurance coverage for several types of insurance and ancillary services including, but not limited to, General Liability, Automobile, Property, Worker's Compensation, Flood and Storage Tank Liability in complete and strict accordance with specifications in the Request for Proposal.

- A. All policies and coverage are to be effective October 1, 2015. The term of each policy shall be for one (1) year, with automatic renewals unless cancelled by either party with notice as provided for under Florida law.



B. The Town’s current policies and limits, which the Town desires to retain, are reflected in the following attachments:

- 1) Attachment 1 – Auto
- 2) Attachment 2 – Property
- 3) Attachment 3 – General Liability
- 4) Attachment 4 – Workers Compensation
- 5) Attachment 5 – Flood
- 6) Attachment 6 – Storage Tank Liability

Except as discussed next, the Proposer should quote premiums based on the Town’s current policy limits and coverage. Proposer may list additional, separate cost-saving alternatives in writing if it desires (in the area indicated on the Premium Proposal Sheet), but the premium quoted on the Premium Proposal Sheet shall be based on the Town’s current policies and limits, except as stated in the following paragraph.

For the Auto policy, Proposer should quote based on the limits in the Town’s current policy, but using the current vehicle schedule attached as Attachment 7. For the Property policy, Proposer should quote based on the limits of the Town’s current policy, but using the property schedule represented in the current Asset Survey referred to in item D below. For the Workers Compensation policy, Proposer should utilize the FY 2015-16 payroll estimate by workers compensation category code as shown in Attachment 11.

- C. Attached as Attachment 8 and Attachment 9 are the Town’s current “loss runs”.
- D. Attached as Attachment 10 is the latest Asset Survey for Town property. This is the property schedule that should form the basis for the Property insurance quote.
- E. The selected Proposer shall comply with all applicable rules and regulations adopted by the Town and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the selected Proposer’s operations.

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SECTION # 3
RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

Four (4) signed paper copies (one (1) original and three (3) bound paper copies) of each response, and one electronic copy on CD in PDF format, shall be submitted in one sealed package, clearly marked on the outside "RFP #15-10, TOWN OF CUTLER BAY – PROPERTY, LIABILITY AND CASUALTY INSURANCE". The outside of the sealed envelope shall also show the name of the Proposer.

All responses must be received at the receptionist's desk in the Town Hall located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by TBD, **2015, 2:00 P.M.**, at which time their receipt will be publicly documented by the Town Clerk or her designee(s).

All responses must be received by the Town Clerk by the due date and time. All Responses received after the due date and time will not be considered.

3.1 RESPONSE / (QUALIFICATION PACKAGE) PREPARATION

Each Proposer shall submit one original and three bound paper copies of each response, **and** one electronic copy on CD in PDF format. Each response shall be limited to twenty-six (26) pages (paper size 8.5"x11,"printed on only one side of the paper, single or the larger spacing, font size not less than 11), **excluding** the Premium Proposal Sheet(s), financial statements of the Proposer, Appendices A, B and C and the required proof of authorization to transact insurance business in the State of Florida.

The RFP responses shall follow the order given below. The twenty-six (26) page limit is for items 1 through 10 below. No material other than that listed in this section shall be included in the response.

1. A **one-page** cover letter indicating the Proposers' interest in providing the services to the Town and a statement on why the Proposer should be selected for the award. The letter shall include the name of the Proposer. A representative who is authorized to contractually bind the Proposer shall sign this letter.
2. A **one-page** table of contents identifying the sections and page numbers.
3. A **one-page** proposed organization chart identifying key professionals, their area(s) of responsibility and extent of their availability.
4. **Up to six pages** describing:
 - the experience and financial strength of the Proposer and their authorized agent/representative (if applicable)
 - A summary of why the Proposer should be considered over its competitors, including any unique features offered in its policies versus its competitors



- a description of the claims process to be utilized
 - whether proposed carrier(s) offer dedicated limit or if there is a shared pool arrangement
 - if a trust is being proposed, whether the trust is assessable or non-assessable
 - the reinsurance structure to be implemented (if any)
5. **Up to four one-page** resumes of the persons, including the agent or representative, which will be assigned to the Town.
 6. **Up to four pages** discussing how the proposed plans/services address the services needed by the Town outlined in Section 2.
 7. **Up to two, one-page** tables showing all current and/or recent private and public entities (local municipal, county, regional and state) for which similar insurance coverage was provided by the members of the team which serve as your references. The table shall include for each insured: (a) the name of the entity; (b) the insurance types provided and their limits; (c) the premiums charged; (d) any special provisions or terms; and (e) a contact name, phone number and e-mail address for each reference/borrower.
 8. **A one-page** table listing any administrative actions against Proposer in the past five years issued by the Florida Office of Insurance Regulation or any other regulatory agency, including a description of the actions and how and when those actions were resolved.
 9. **Up to three one-page** copies of any press articles, profiles, commendations, awards and honors. The emphasis shall be given to the projects completed in South Florida AND the projects of the persons identified in No. 5 above.
 10. **Up to three pages** describing other services and benefits included (or for an additional fee) by selecting the Proposer (including, but not limited to training programs, disaster recovery services, asset surveys, risk management studies, safety grant opportunities, etc.). If there is any additional cost related to such services and benefits please indicate such in your response.
 11. Each submitted RFP response (the one original, the three bound copies and the one PDF copy) shall include the Premium Proposal Sheet(s), Appendices A, B, and C, the financial statements of the Proposer, and all proofs of authorization to transact business in the State from the Florida Secretary of State and the Florida Office of Insurance Regulation.

MANDATORY – Proposer shall attach to the Premium Proposal Sheet(s), in a “Declaration Page” type format, a detailed itemization of the coverage(s) provided for each line of coverage in the quoted premium as well as the associated policy limits of the itemized coverage(s).



3.2 RESPONSE EVALUATION CRITERIA

The selection committee may evaluate the responses based on the criteria and point value listed below.

<u>Criteria</u>	<u>Maximum Points</u>
1. Total Pricing (premiums combined for all lines)	40
2. Qualifications, Experience and Financial Strength	25
3. Plans/Services	25
4. Other Services and Benefits	<u>10</u>
Total Points	<u>100</u>

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsible and qualified proposals. Prospective proposers shall include sufficient information, subject to the page limits discussed in Section 3.1 above, to allow the selection committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated independently and options provided will be ranked separately by the selection committee. The Town's evaluation criterion may include, but shall not be limited to, consideration of the following:

A. Total Pricing

Cost of each line of insurance shall be separately stated and shall be quoted on an annual basis. Pricing should include any return of premiums, discounts or incentive credits being offered to the Town in order to be considered in the evaluation process. Proposers shall utilize the Premium Proposal Sheet attached to the RFP in order to submit premium cost information. Indicate commissions/fees included in the premium for each line of insurance.

B. Qualifications, Experience and Financial Strength

Details should be provided, as discussed in Section 3.1 above, showing previous experience in performing the services requested. References, preferable of other government agencies, shall be provided.

Personnel/experience of both personnel employed directly in servicing the contract and those to be utilized under subcontract. A description of the claims process and the location of the claims handling office of the Proposer which will be made available for use in performing the contract.

To evaluate the financial ability of the Proposer to perform the required services, copies of the Proposers most recent financial statements shall accompany the proposal response.



The financial statements should cover the most recent full fiscal year. If the financial statements submitted cover a period that is more than six months old, these financial statements must be supplemented with interim financial statements that cover a period at least through March 31, 2015. The Proposer shall provide a statement of its financial condition and shall certify that the information provided on the financial statements is true, accurate and complete, and it correctly reflects the financial condition of the Proposer.

C. Plans/Services

Describe how the plans/services proposed will address all items discussed in Section 2 of this RFP (excluding the price proposal which shall be included and evaluated under Total Pricing).

D. Other Included Services and Benefits

Describe other services and benefits included by selecting the Proposer (including, but not limited to training programs, disaster recovery services, asset surveys, risk management studies, safety grant opportunities, etc.). If there is any additional cost related to such services and benefits please indicate such in your response.

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SECTION # 4 **OTHER CONDITIONS**

4.1 TERM OF ENGAGEMENT

The insurance term for all lines of coverage shall be for a period of one (1) year, with automatic renewals unless terminated by either party pursuant to Florida law.

4.2 PERMITS, TAXES, LICENSES

The Proposer shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that apply to the agreement.

4.3 LAWS, ORDINANCES

The Proposer shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract.

4.4 INSURANCE

Prior to execution of an agreement with the Town, the successful Proposer shall provide certificates evidencing insurance coverage as required hereunder from companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the successful Proposer has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town's representative. Compliance with these requirements will not relieve the successful Proposer of its liability and obligations under the agreement.

The successful Proposer shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance, in the amount of one-million-dollars (\$1,000,000) per occurrence to protect it and the Town from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Proposer or by anyone directly employed by or contracting with the successful Proposer.

The successful Proposer shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from



claims for property damage, which may arise from the ownership, use, or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the successful Proposer or by anyone directly or indirectly employed by the successful Proposer.

The successful Proposer shall maintain, during the life of the agreement, Worker's Compensation Insurance and Employer's Liability insurance as required by law and in at least such amounts for all of its employees as set out in Florida Statute 440.02.

The Proposer shall also maintain other required insurance coverage specific to the services to be provided as may be required by the Town.

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APPENDIX A

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Proposer warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Proposer warrants that it has read, understands and is willing to comply with all of the requirements of the RFP and the addendum/ addenda.

C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Proposer warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Proposer has not, and will not pay a fee, the amount of which is contingent upon the Town of Cutler Bay awarding the contract. Proposer warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinances. Further, Proposer acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Proposer, if the Proposer is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

Date: _____



APPENDIX B

NON-COLLUSIVE AFFIDAVIT

State of _____

SS:

County of _____

_____ being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

_____ the Proposer 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 a sham proposal;

(4) Neither the said Proposer 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 Proposer or any person to submit a collusive or sham response in connection with the work for which the attached proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Proposer or person to fix the proposal submitted or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Town of Cutler Bay, or any person interested in the proposed work required.

Signed, sealed and delivered
In the presence of

By: _____

(Printed Name)

(Title)



ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 2015, before me, the undersigned

Notary Public of the State of Florida personally appeared

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 Did take an oath. or
 Did not take an oath.



APPENDIX C

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

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 TOWN OF CUTLER BAY, FLORIDA

By _____

For _____

Whose business address is: _____

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

If the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____

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

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



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

Signed, sealed and delivered

In the presence:

By:

(Printed Name)

(Title)



ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 2015, before me, the undersigned Notary Public
Of the State of Florida personally appeared _____
and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge
that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as Commissioned.)
o Personally known to me; or
o Produced identification:

(Type of Identification Produced)
o Did take an oath. or
o Did not take an oath.

TOWN OF CUTLER BAY
RFP #15-10 - PROPERTY, LIABILITY & CASUALTY INSURANCE
PREMIUM PROPOSAL SHEET
PAGE 1 OF 2

COVERAGE TYPE	POLICY LIMITS AND COVERAGE	PROPOSED ANNUAL PREMIUM
AUTO	*	_____
PROPERTY	*	_____
GENERAL LIABILITY	*	_____
WORKERS COMPENSATION	*	_____
FLOOD	*	_____
STORAGE TANK LIABILITY	*	_____
TOTAL PREMIUMS QUOTED		=====
Total commissions/fees included in quoted premiums		=====

* - Quotes should be based on the Town's current policies and limits as more fully discussed in Section 2.2 of the RFP. If the quote listed above is for a policy that deviates in any manner from any of the Town's current policies, such deviation shall be itemized in the appropriate section of Page 2 of this Premium Proposal Sheet.

MANDATORY - Proposer shall attach to this Premium Proposal Sheet(s), in a "Declaration Page" type format, a detailed itemization of the coverage(s) provided for each line of insurance quoted above as well as the associated policy limits of the itemized coverage(s).

TOWN OF CUTLER BAY
RFP #15-10 - PROPERTY, LIABILITY & CASUALTY INSURANCE
PREMIUM PROPOSAL SHEET
PAGE 2 OF 2

QUOTED POLICY DEVIATIONS FROM CURRENT TOWN POLICIES:

The policies proposed above differ from the Town's current policies as stated below (if they do not deviate, so state):

ALTERNATIVE COVERAGES TO CONSIDER

The following alternatives to the proposed coverages are offered for Town consideration (including the +/- premium impact from the premium quoted) If none, so state.