

**WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS**



**REQUEST FOR PROPOSAL
Insurance Coverage & Services
(Property, Inland Marine, Automobile &
Worker's Compensation Insurances)
#2010-10**

RESPONSES ARE DUE BY: August __, 2010 BY 2:00 P.M.

MAIL OR DELIVER RESPONSES TO:

**Wakulla County Board of County Commissioners
Purchasing Office
3093 Crawfordville Highway
PO Box 1263
Crawfordville, FL 32327**

Contact: Deborah DuBose at 850.926.9500 or via e-mail at
ddubose@mywakulla.com
850.926.9006 FAX

REQUEST FOR PROPOSAL #2010-10

Wakulla County, Florida is interested in selecting insurance agencies to present proposals on providing a fully comprehensive Property, Inland Marine, Automobile and WC Insurance Program for a two (2) year term with two (2) optional one (1) year extensions, upon mutual consent of the parties, with a maximum period of five (5) years including extensions. The successful party will provide the professional services described herein in support of the County. Due to the County's insurance needs, it is critical that we ensure that the County has qualified agents working on its insurance needs. The successful party will demonstrate qualifications, experience and abilities to successfully accomplish and support all aspects of the prescribed scope of work.

Requirements for submission and the selection criteria may be requested from the Wakulla County website at <http://www.mywakulla.com>. All questions pertaining to this Request for Proposals (RFP) should be directed, in writing, to Debbie DuBose, Purchasing Coordinator, Wakulla County, PO Box 1263, Crawfordville, Florida 32327, by facsimile (850) 926-9500 or by email to ddubose@mywakulla.com. Any addenda to this Request for Proposal (RFP) shall be distributed to vendors on the list Wakulla County distributes for this RFP.

Proposers must submit two (2) original responses marked "Original" and eight (8) copies marked "Copy" for a total of ten (10) complete packages of the proposal in a sealed envelope clearly marked on the outside with the Proposer's name and "Sealed Proposal for Insurance Coverages & Services, Wakulla County, Florida", addressed and delivered to:

**Wakulla County Purchasing Office
3093 Crawfordville Highway
Crawfordville, FL 32327**

All proposals must be received by the County Purchasing Office before 2:00 P.M. on _____, _____. Any proposals received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt Requested, hand-delivered or couriered. Faxed or e-mailed proposals will be automatically rejected. Hand delivered Proposals may request a receipt. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain "express mail" services will not guarantee specific time delivery to Crawfordville, Florida. It is the sole responsibility of each Proposer to ensure their proposal is received in a timely fashion.

All proposals shall remain valid for a period of ninety (90) days beyond the deadline for submission and may be extended beyond that time by mutual agreement. The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under section 287.133(3)(d), Florida Statutes. Wakulla County declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County.

Contract award will be by the Wakulla County Board of County Commissioners ("BOCC") to the entity whose response is deemed to be in the best interest of the BOCC.

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The BOCC reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for proposals, and to separately accept or reject any item or items and to award and/or negotiate a contract in the best interest of the Wakulla County BOCC.

CALENDAR OF EVENTS

All times listed in the Calendar of Events are Eastern Daylight Time.

Release of Invitation to Bid	TBD
PRE-PROPOSAL MEETING	TBD
Technical Questions due from prospective Respondents (Fax and e-mail acceptable)	TBD
Responses to questions due from the BoCC	TBD
Replies due and opened (FAX NOT ACCEPTABLE)	TBD
Posting of Rankings	TBD
Board Consideration of Intended Vendor Award	TBD
Anticipated beginning of work	TBD

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**SECTION ONE
INSTRUCTIONS TO RESPONDENTS**

1.01 DESCRIPTION

The Respondent awarded a contract shall provide comprehensive insurance coverage for Property, Inland Marine, Automobile and Worker's Compensation for the Wakulla County Board of County Commissioners and Constitutional Officers, excluding the Sheriff's Office. The County requires qualified respondents be licensed insurance agents in the State of Florida that are independent and not employees of any insurance company, third party administrative agency or provider network. The insurance agency must have not less than 5 years experience in providing insurance services to public sector employers.

1.02 COPIES OF RESPONDING DOCUMENTS

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The BOCC does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

Complete sets of Responding Documents may be obtained in the manner and at the location stated in the Notice of Calling for Proposal.

1.03 PROPOSAL REQUIREMENTS

Two (2) original responses, marked "Original" and eight (8) copies marked "Copy" [ten (10) complete packages] of the proposal setting forth qualifications must be received.

1.04 DISQUALIFICATION OF RESPONDENTS

A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders, the response of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future responses for the same work.

B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity, may not submit a response/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: \$25,000.00.

C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a response or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his response or proposal. Failure to complete this form in every detail and submit it with your response or proposal may result in immediate disqualification of your response.

D. **CONFLICT OF INTEREST:** Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

E. **PROHIBITED COMMUNICATION:** Any form of communication, except for written correspondence, shall be prohibited regarding this particular request for proposal, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The provisions of this section shall terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes.

1.05 EXAMINATION OF RFP DOCUMENTS

Each Respondent shall carefully examine the RFP and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent will in no way relieve the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall at once notify the County Attorney.

1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Respondents prior to the established response opening date. Each Respondent shall acknowledge receipt of such addenda in the space provided therefore in the response form. In case any Respondent fails to acknowledge receipt of such addenda or addendum, the response will nevertheless be construed as though it had been received and acknowledged and the submission of the response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received. It is the responsibility of each Respondent to verify all addenda issued has been received before responses are opened.

1.07 GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

1.08 PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

1.09 SUBMISSION OF RESPONSES

The response shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Respondent. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Calling for Proposal, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Calling for Proposal.

Each Respondent shall submit the required evidence of the Respondent's qualifications and experience, as outlined in Section 1.10 and the executed forms set forth in Section 1.04. Submission of response to RFP does not preclude application to be a special magistrate, which selections may or may not be made at the same BOCC meeting.

1.10 CONTENT OF SUBMISSION

The submission in response to this RFP shall be printed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. The response shall be bound, or in a three-ring binder or equivalent folder, and tabbed. Statements submitted without the required information will not be considered. Submissions shall be organized as indicated below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Each Respondent must submit adequate documentation to certify the Respondent's compliance with the BOCC's requirements. Respondent should focus specifically on the information requested.

The following information, **at a minimum**, shall be included in the Submittal:

A. Cover Page

A cover page that states "**REQUEST FOR PROPOSAL FOR INSURANCE COVERAGE & SERVICES (Property, Inland Marine, Automobile & Workers Compensation)**." The cover page should contain Respondent's name, address, telephone number, and the name of the Respondent's contact person.

B. Tabbed Sections

Tab 1. Narrative Self-Analysis

The Respondent shall provide a history of the organization, its areas of special expertise, and how the individual(s) to provide services will fulfill the needs of the BOCC if awarded a contract pursuant to this RFP process.

Tab 2. References

Each Respondent shall provide at least three (3) references for which the reference is in a position to recommend the organization's qualifications for the same or similar services during the past three (3) years. Each reference shall include, at a minimum:

- Name and full address of reference organization
- Name of Contact person for contract
- Telephone number(s)
- Date of initiation of contract with reference
- Brief summary comparing the referenced services to these proposed services

Tab 3. Staffing

It is anticipated that the primary Respondent indicated in the response to this RFP shall be the primary person providing services to the BOCC, notwithstanding said entity may use staff to prepare work product required to fulfill the contractual obligations to the BOCC. Respondent shall include a list of the proposed staff positions that will provide the work required if awarded this contract. The listing shall include any staff who shall provide services as well as any committee that will be established to review, evaluate and

make recommendations regarding the services, as more fully described in Section Three of the RFP.

List the total number of staff and list the number and type of minorities, using the Federal definitions, included in the staff.

Tab 4. Pending/Past Litigation

The Respondent shall describe any pending litigation in which the Respondent is involved as a result of provision of any services which are described herein. The Respondent shall describe any litigation in which the Respondent has been involved with or against Wakulla County or the Wakulla County BOCC within the past five (5) years.

Tab 5. BOCC response/bid forms

Respondent shall complete and execute the response/bid forms specified below and found at the designated pages in this RFP, and shall include them in the section tabbed 5:

	<u>Page</u>
Response Form	29
Non-Collusion Affidavit	30
Ethics Clause	31
Conflict of Interest Disclosure Statement	32
Drug Free Workplace Certificate	33
Local Preference Certificate	29

Copies of all professional and occupational licenses shall be included in this section.

Tab 6. Pricing Information

It is the County’s expectation that insurance fees and commissions will be borne by the selected insurance provider.

Tab 7. Specifications

Each Respondent shall submit the completed Agent/Agency Questionnaire on Pages 12 & 13, along with pricing/fee information.

Tab 8. Other

Each Respondent may, but is not required to, include qualifications, resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, white papers, etc.). They should be clearly marked “Additional Materials”. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support qualification and experience. Any out-of-scope services not covered in other sections should be included here with a description of the personnel likely to be involved.

1.11 MODIFICATION OF RESPONSES

Written modification will be accepted from Respondents, if addressed to the entity and address indicated in the notice of calling for Proposal and received prior to response due date and time.

1.12 RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the BOCC.

1.13 RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Calling for Proposal. The responses will be sent to the Clerk for the BOCC for dissemination to the BOCC members and the County Attorney for review and selection. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondents or their authorized agents are invited to be present.

1.14 DETERMINATION OF SUCCESSFUL RESPONDENT

The BOCC reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the BOCC. Responses which contain modifications or are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondents, and the contract documents, may be rejected at the option of the BOCC. Final selection of the successful respondent(s) shall be made by the BOCC at a noticed public meeting.

1.15 AWARD OF CONTRACT

The BOCC reserves the rights to award separate contracts for each service area and to waive any informality in any response, or to re-advertise for all or part of the work contemplated. If responses are found to be acceptable by the BOCC, written notice will be given to the selected Respondent(s) of the award of the contract(s).

If the award of a contract is annulled, or the awarded responder fails to execute a contract prior to the date and time indicated by the BOCC, the BOCC may award the contract to another Respondent or the work may be re-advertised or may be performed by other qualified personnel as the BOCC decides.

A contract will be awarded to the Respondent(s) deemed to provide the services which are in the best interest of the BOCC.

The BOCC also reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete contracts of a similar nature on time.

1.16 EXECUTION OF CONTRACT

The Respondent to whom a contract is awarded will be required to return to the BOCC four (4) executed counterparts of the prescribed contract together with the required certificates of insurance.

1.17 INSURANCE

A. The Respondent shall defend, indemnify and hold harmless the Wakulla County BOCC from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by BOCC) and any other losses, damages, and expenses (including Respondent or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Respondent or its Subcontractors in any tier, their employees, or agents.

B. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the BOCC from any and all increased expenses resulting from such delay.

C. The first ten dollars (\$10.00) of remuneration paid to the Respondent is for the indemnification provided for above.

D. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this RFP.

E. If awarded the contract, the Respondent shall obtain insurance as specified and maintain the required insurance at all times during the term of the contract entered into by the BOCC and the Respondent.

F. The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to do business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the County prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County.

G. The successful Responder(s) shall obtain and maintain the following policies:

1. Workers' Compensation insurance as required by the State of Florida.
2. Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.
3. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$100,000 Combined Single Limit, and if split limits are provided, the minimum acceptable

limits shall be \$50,000 per person, \$100,000 per occurrence, \$25,000 property damage.

4. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Respondent or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
5. County shall be named as an additional insured with respect to Respondent's liabilities hereunder in insurance coverages identified in Paragraphs 3 and 4.
6. Respondent shall require its subconsultants to be adequately insured at least to the limits prescribed above, and to any increased limits of consultant if so required by County during the term of the Contract entered into by selected Respondent and the County. County will not pay for increased limits of insurance for subconsultants.
7. Respondent shall provide to the County certificates of insurance or a copy of all insurance policies including those naming the County as an additional insured. The County reserves the right to require a certified copy of such policies upon request.

1.18 LOCAL PREFERENCE IN PURCHASING

(A) Unless otherwise prohibited by prevailing law or policy, in the purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which an invitation to bid, request for proposals, or other procurement document is issued, a local preference of the bid price or total score shall be assigned for a local preference to a respondent, as follows:

(1) A respondent which has a principal office located within Wakulla County and which satisfies the definition of a "Local Business" as set forth in paragraph (B)(1) this section shall be given a preference in the amount of five percent (5%) of the bid price or five percent (5%) of the total points available, whichever is applicable.

(2) If no Local Business as defined in paragraph (B)(1) of this section is competing on a project, respondents which satisfy the definition of a "Local Business" as set forth in paragraph (B)(2) of this section shall be given a preference in the amount of four percent (4%) of the bid price or four percent (4%) of the total points available, whichever is applicable.

(3) If no Local Business as defined in paragraphs (B)(1) or (B)(2) of this section are competing on a project, respondents which satisfy the definition of a "Local Business" as set forth in paragraph (B)(3) of this section shall be given a preference in the

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amount of three percent (3%) of the bid price or three percent (3%) of the total points available, whichever is applicable.

(B) “Local Business” means, for the purposes of this section:

(1) A business that has a current business tax receipt issued by Wakulla County, if required, and has its principal office located within Wakulla County currently and for the six (6) month period immediately preceding submission of a response to an invitation to bid, request for proposal, or other procurement document; or

(2) A business that has both a fixed office or distribution point located in and having a street address within Wakulla County currently and for the six (6) month period immediately preceding the issuance of the invitation to bid or request for proposals or other procurement document by the County and a current business tax receipt issued by the appropriate county for said business, if required; and at least one (1) full time employee whose primary residence is in Wakulla County, or two (2) part-time employees whose primary residences are in Wakulla County, or, if the business has no employees, the business shall be at least fifty (50%) owned by one or more persons whose primary residence is in Wakulla County.

(3) A business that has both a fixed office or distribution point located in and having a street address within Franklin County, Jefferson County, Leon County, or Liberty County currently and for the six (6) month period immediately preceding the issuance of the invitation to bid or request for proposals or other procurement document by the County and a current business tax receipt issued by the appropriate county for said business, if required; and at least one (1) full time employee whose primary residence is in Franklin County, Jefferson County, Leon County, or Liberty County, or two (2) part-time employees whose primary residences are in Franklin County, Jefferson County, Leon County, or Liberty County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Franklin County, Jefferson County, Leon County, or Liberty County.

(C) Any respondent claiming to be a Local Business shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements above. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a respondent is a Local Business.

(D) The preference of 3%, 4%, or 5% in an invitation to bid or other procurement not using points-based evaluation criteria shall be applied and deducted from the total amount of the bid price. The preference of 3%, 4%, or 5% of the total points available in a request for proposals or other procurement using points-based evaluation criteria shall be applied and added to the total points received by a respondent.

(E) If, after application of the local preference there is a tie between two respondents, the award of the project will go to the Local Business.

SECTION TWO

SCOPE OF SERVICES, SPECIFICATIONS, AND EVALUATION CRITERIA

2.01 Scope of Services

Provision of insurance services to the County under any agreement ensuing from this proposal will entail the following at a minimum:

1. Auditing resulting contracts for accuracy of coverage, term and conditions.
2. Assist in determining specifications for future insurance coverage.
3. Analyzing claims history and insurance utilization at least quarterly.
4. Meet with county administrative staff as needed.
5. Provide a key contact person to be available to answer questions and resolve issues that arise during the year regarding contract administration and service provisions.

2.02 Specifications

A firm submitting a proposal is responsible to be fully informed as to the requirements of the specifications and failure to do so will be at the Firm's risk. A Firm that submits a proposal shall not expect to secure relief on the plea of error misunderstanding.

Only one proposal from any individual carrier under the same or different name shall be considered. If, in the opinion of the County, it appears that any carrier is interested in more than one of the proposals received, all proposals in which the carrier has interest may be rejected.

If subcontractors are allowed, proposals shall be accompanied by a list of all subcontractors that the Firm proposes to use. Subcontractors shall not be changed without approval of the County.

1. Describe your organizational structure (i.e., publicly held corporation, partnership, etc.).
2. Confirm that you are a licensed insurance agent in the State of Florida and provide documentation.
3. Confirm that you serve as a insurance agency, independently, and are not employed by a third party administrative agency or provider network.
4. Briefly describe your company's organization, philosophy, and management. Also, please provide a brief company history.
5. Describe your contractual relationships, if any, with organizations or entities necessary to your proposals implementation (i.e., actuarial services, data information services, etc.).
6. How long has your organization been providing insurance services?
7. How many public sector clients does your firm currently provide insurance services to?
8. What is your firm's scheme of communication and customer service interaction with clients?
9. Please provide a list of three verifiable public sector references, all of whom are able and willing, to comment on your organization's relevant experience. Please include group name, contact name and telephone number.

Please furnish:

- a. Services you provide
 - b. Time period covered
10. Indicate the method of service provision your organization would utilize in implementing your proposal. Please provide resumes of individual staff that would provide services to the County. Include a brief professional history for each individual and how they are qualified to provide services to the County.
 11. Briefly describe the level of service and support provided to the County by your agency(s) on a day to day basis.
 12. How does your firm provide continuing education to ensure that each agent is educated on current market trends and legislative developments?
 13. Describe your organizations anticipated involvement in the annual renewal process. Include information regarding process timeframes and negotiation of rates.
 14. What makes your organization unique from other organization or services that you feel would be beneficial in helping the County to select an insurance agency.
 15. Provide any additional information regarding your organization or services that you feel would be beneficial in helping the County to select an insurance agency.
 16. Can your firm provide claims administration?
 17. Can your firm provide a claims audit of our workers' compensation files?
 18. Can your firm provide loss frequency and severity forecasts? Please describe.
 19. Can your firm provide loss development and trending analyses?
 20. Do you provide property valuation services? If so, please describe.
 21. Can you establish and/or review property "maximum foreseeable loss" and "probable maximum loss" estimates? Describe.
 22. Does your firm have the capability to assist the County in an evaluation of its Risk Management Operation? If yes, please describe your firms' capabilities including how your firm assisted other clients.

2.03 Evaluation Criteria

Proposals will be evaluated based on the following criteria:

1. Your firm's indicated ability provide a level of service sufficient to meet the County's needs, as stated in your response to the Scope of Work and Proposal Questionnaire.
2. Extent and success of previous work your firm has provided to organizations similar in nature and size to the County.
3. The proposal itself as an example of your firm's work product.
4. Qualifications/experience of key personnel to be assigned to the County.
5. Adherence to RFP requirements, including: completion of all required forms; provision of all requested information; adequacy of responses and return of the RFP by the stated deadline.

OPTIONAL INTERVIEW

The evaluation committee will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, invite to interview and demonstrate performance (at proposer's expense, at the County's site) one or more of the proposers whose proposals appear to best meet the County's requirements. The purpose of such an interview would be for all proposers to elaborate upon their proposal before a recommendation for ranking

of the proposals is made. Interview responses, and performance, along with the written proposal and samples (if any), will become part of the proposer's submission to be evaluated pursuant to the evaluation criteria. The County reserves the right to short-list proposers for further consideration.

WEIGHING OF EVALUATION CRITERIA

The evaluation criteria do not have any specific predetermined relative weight, nor will a weighing scale be developed at a later date. The consideration of individual criterion is merely a tool to assist the County in determining which proposal is most advantageous, as a whole, to the County, price and other factors being considered. The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the County.

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**SECTION THREE
CONTRACT**

WAKULLA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 3093 Crawfordville Highway, Crawfordville, Florida 32327 (the "County"), hereby contracts with _____ (the "Contractor") of _____ (address) to perform all work or services in the in connection with the County RFP No. _____ (the "Services"), as said work is set forth in the Scope of Services and Specifications set forth in the Request for Proposals and other Contract Documents hereafter specified.

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the Legal Advertisement, the Instructions to Respondents, the Contractor's Proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Services.

B. The County shall furnish to the Contractor up to five (5) sets of the Contract Documents as are reasonably necessary for execution of the Services. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

Section 2. Scope of Work.

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Services required by this Agreement.

Section 3. Contract Amount.

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: \$ _____ or in WORDS _____.

Section 4. Bonds. [if necessary]

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in Section Three of the Bid and Contract Documents, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida

and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Services under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. The Contractor shall commence the Services within five (5) calendar days from the Commencement Date. No Services shall be performed prior to the Commencement Date. Any Services performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Services shall be substantially completed within _____ calendar days from the Commencement Date. The Services shall be fully completed within _____ calendar days from the Commencement Date (herein "Contract Time").

B. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 6. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Instructions to Respondents
- C. Scope and Specifications
- D. Contract
- E. General Terms and Conditions
- F. Response/Bid Forms
- G. Performance Bond
- H. Public Payment Bond
- I. Form of Release and Affidavit
- J. Change Order Form

REQUEST FOR PROPOSAL #2010-10

Section 7. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Wakulla County Administrator
3093 Crawfordville Highway
Crawfordville, Florida 32327

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

Name of person with their title to whose Attention the notice should be sent: _____

Telephone and Fax numbers: _____

. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 8. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 9. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 10. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 11. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

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Section 12. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Services contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 13. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:

(Company Name)

ATTEST:

By: _____ (Signature) _____ (Printed)

Its: _____ (Title)

Date: _____

Witness:

Its: _____

President/Corporate Secretary/Witness

Date: _____

[Corporate Seal]

2nd Witness (if not incorporated)

Board of County Commissioners of Wakulla County, Florida

(SEAL)

By: _____
Chairman

REQUEST FOR PROPOSAL #2010-10

Clerk: _____

Date: _____

Approved as to Form and Content:

County Attorney

DRAFT

**SECTION FOUR
GENERAL TERMS AND CONDITIONS**

4.01 DEFINITIONS

Wherever used in these General Conditions or in the other contract documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the opening of responses which clarify, correct, or change the responding documents or the contract documents.

Responding Documents - The advertisement or invitation calling for Proposal, instructions, and forms contained in this Request for Proposal (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Drug Free Workplace) and the proposed contract documents (including all addenda issued prior to receipt of responses).

Contract Documents - The response documents, agreement, addenda (which pertain to the contract documents), the Respondent's proposal or response (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an exhibit to the agreement, these General Conditions, together with all amendments, modifications, and supplements.

Contractor - The person, firm, or corporation with whom the BOCC has entered into the Contract.

Respondent - Any entity and their subcontractors/subconsultants submitting qualifications and pricing in response to this RFP.

Effective Date of the Contract - The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

Written Amendment - A written amendment of the contract documents, signed by the BOCC and the Respondent on or after the effective date of the contract documents.

Failure to Execute Required Forms – Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

4.02 CONTRACTOR'S RESPONSIBILITIES

4.02.1 Supervision and Personnel

Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents.

4.02.2 Parts, Materials, and Equipment

Unless otherwise specified in the contract documents, the Contractor shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, and all other incidentals necessary for the completion of the work.

4.02.3 Records

Contractor shall be required to maintain records pertaining to the contract for five (5) years after the termination of the contract.

4.02.4 Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Respondent in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

4.02.5 Compliance with Laws

The Contractor shall comply with all applicable laws and regulations of federal, state and local governments.

4.02.6 Intent of Contract Documents

If before or during the performance of the services to be performed under the Contract, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the County in writing and before proceeding with the work affected thereby shall obtain a written interpretation or clarification from the County.

4.02.7 Schedule

The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County, for its review and approval, a progress schedule for the work (herein "Progress Schedule"). The Progress Schedule shall relate to all work required by the Contract Documents and shall provide for expeditious and practicable execution of the work within the Contract Time.

4.03 PAYMENTS

The County shall compensate the Contractor according to the Pricing attached hereto as Exhibit A, in an amount not to exceed _____ dollars (\$_____) per annum for the agreement. Payment will be made monthly upon receipt of a proper invoice with documentation of services rendered, pursuant to the Florida Prompt Payment Act. Contractor shall provide detailed, itemized bills which shall, at a minimum:

- (a) Description. Provide a general description of the matter; clearly identify each person performing services, record the time expended by each person separately; state the amount of time expended by each person daily (and, within each day, broken down by task where more than one project or task was worked upon within the same day); describe within each itemized daily task entry, in sufficient detail to readily allow the County to determine the necessity for and reasonableness of the time expended, the services performed, the project or task

each service relates to, the subject and purpose of each service, and the names of others who were present or communicated with in the course of performing the service.

(b) Non-reimbursable expenses: The following expenses will in no event be reimbursable, unless specifically agreed to in advance in a writing executed by the County:

Personnel and Office Costs. Meals for time-keepers, overtime, word processing or computer charges, personal expenses, expenses that benefit other clients, expenses for books, costs of temporary employees, periodicals or other library materials, internal filing or other document handling charges, clerical expenses, stationery and other supply expenses, utilities, and any other expense that is either unreasonable or unnecessary. (The fact that the firm charges other clients or that other firms charge their clients for an expense does not make it reasonable or necessary.)

Travel Expenses. Contractor will not be reimbursed for travel expenses.

(c) Contractor is not authorized to retain experts, additional counsel, consultants, support services, or the like, or to out source or delegate work outside Contractor's firm, without prior written approval by County.

(d) County will not pay any markup for expenses. County will only reimburse the Contractor for actual approved out-of-pocket costs and expenses, whether incurred personally by an approved time-keeper or incurred by other approved personnel (such as experts, consultants, support services personnel, or outsourced services personnel). County will not pay for any "expense" items that are in fact part of Contractor's overhead which should be included within Contractor's fee.

(e) Contractor shall include copies of receipts for all expenses with the itemized monthly bill. County may refuse to pay any expense item for which documentation is not provided by Contractor.

4.04 INDEMNIFICATION AND INSURANCE

4.04.1 Indemnification and Hold Harmless

The Contractor agrees to indemnify and hold the County harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the agreement. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, errors or omissions of the Contractor employees and/or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

4.04.2 **Insurance Requirements**

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Contract.

The Contractor shall obtain insurance as specified and maintain the required insurance at all times during the term of the contract entered into by the County and the Contractor.

The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the County prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County.

The Contractor shall obtain and maintain the following policies:

- (a) Workers' Compensation insurance as required by the State of Florida.
- (b) Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.
- (c) Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$100,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$50,000 per person, \$100,000 per occurrence, \$25,000 property damage.
- (d) Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Respondent or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
- (e) County shall be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages identified in Paragraphs (c) and (d).
- (f) Contractor shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Contractor if so required by County during the term of the Contract entered into by selected Contractor and the County. County will not pay for increased limits of insurance for subcontractors.
- (g) Contractor shall provide to the County certificates of insurance or a copy of all insurance policies including those naming the County as an additional insured. The County reserves the right to require a certified copy of such policies upon request.

4.05 PERMITS, LICENSES AND TAXES

(a) Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed, but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

(b) All permits, fees and licenses necessary for the prosecution of the Services which are not issued by the County shall be acquired and paid for by the Contractor.

4.06 TERMINATION

4.06.1 Termination for Default

(a) Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the provision of Services under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Services as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Services unsuitably; or (4) discontinues the prosecution of the Services; or (5) fails to resume Services which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Services; or (10) materially breaches any other provision of the Contract Documents.

(b) The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Services and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Services by whatever means, method or agency which the County, in its sole discretion, may choose.

(c) If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at

the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Services, such excess shall be paid to the Contractor.

(d) The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the COUNTY in good faith under the belief that such payments or assumptions were necessary or required, in completing the Services and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Services hereunder.

4.06.2 **Termination for Convenience**

The agreement can be terminated by either party with or without cause with 120 days prior written notice.

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**SECTION FIVE
RESPONSE/BID FORMS**

DRAFT

RESPONSE FORM

RESPONSE TO: Request for Proposal
Insurance Coverage & Services
WAKULLA COUNTY PURCHASING DEPARTMENT
3093 Crawfordville Highway
CRAWFORDVILLE, FLORIDA 32327

I acknowledge receipt of Addenda No(s) _____

I have included:

- Statement of Qualifications/Narrative _____
- References _____
- Staffing Information _____
- Description of Pending/Past Litigation (if any) _____
- Pricing Quote _____
- Non-Collusion Affidavit _____
- Ethics Clause _____
- Drug Free Workplace _____
- Conflict of Interest Disclosure _____

In addition, I have included a current copy of the following professional and occupational licenses:

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

Mailing Address: _____ Telephone: _____

Fax: _____

Date: _____

By signing and submitting this Proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

Signed: _____
(Seal)

Witness: _____

(Name)

(Title)

NON-COLLUSION AFFIDAVIT

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

1. I am _____
of the firm of _____

in response to the Notice for Calling for Proposal for:

[add services to be performed] and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Wakulla BOCC relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

DRAFT

(Signature of Responder)

(Date)

STATE OF: _____

BOCC OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____ who, after first being sworn by me, (name of individual signing) affixed his/her signature
in the space provided above on this _____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires: _____

ETHICS CLAUSE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

Name of Company/Organization

Address of Company/Organization

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

Name of a County Employee that owns 5% or more in Respondent's firm:

Not applicable: _____

Name

Company

Date

DRUG FREE WORKPLACE CERTIFICATION

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

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

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

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

LOCAL PREFERENCE CERTIFICATE

I, the undersigned do hereby certify that _____

(Company name) qualifies as a local business based on the language and conditions present in Paragraph (B) of Appendix A of the Invitation to Bid documents. This business qualifies based on the criteria set forth in (check one):

1. Paragraph (B)(1) _____. Please attach a copy of local business tax receipt.
2. Paragraph (B)(2) _____. Please attach documentation reflecting satisfaction of the criteria in Paragraph (B)(2).
3. Paragraph (B)(3) _____. Please attach documentation reflecting satisfaction of the criteria in Paragraph (B)(3).

I understand that false certification of this qualification may result in my company's bid being rejected.

By: _____

Name: _____

Title: _____

Date: _____

PRICING INFORMATION

NAME OF RESPONDENT: _____

BILLING ADDRESS: _____

	PROPERTY	INLAND MARINE	AUTOMOBILE	WORKER'S COMPENSATION
FY 10-11				

Attach additional information if necessary.

Responder's Signature: _____

Date: _____

REQUEST FOR PROPOSAL CHECKLIST

Please ensure that all items have been checked before submitting request for qualification.
Submit this checklist as the last page of your response.

Cover Page

Tabbed Sections:

Tab 1. Narrative Self-Analysis

Tab 2. References

Tab 3. Staffing

Tab 4. Pending Litigation

Tab 5. BOCC Response Forms

Tab 6. Pricing Information

Tab 7. Other Information

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