

CITY OF TAVARES

REQUEST FOR QUALIFICATIONS



Risk Management & Insurance Services RFQ 2010-0009



Advertisement/Invitation to Bid

**Risk Management & Insurance Services
RFQ 2010-0009**

The City of Tavares, Florida, (City) is requesting qualifications from firms to provide a Risk Management and Insurance Services, which will be received at the Office of the City Clerk, City of Tavares, 201 East Main Street, Tavares, Florida 32778, until 2:00 p.m. **Friday March 5th, 2010**, at which time they will be opened and read aloud for:

**Risk Management & Insurance Services
RFQ 2010-0009**

The City is inviting the submission of documentation from qualified vendors for Risk Management and Insurance Consulting Services

Submittals must be received no later than 2:00 p.m. on Friday March 5th, 2010 and clearly marked on the outside of package "Risk Management & Insurance Services RFQ 2010-0009". Late submittals will not be accepted. Please submit one original, one digital (preferably in pdf) and four (4) copies to:

**Office of the City Clerk
City of Tavares
201 East Main Street
Tavares, Florida 32778**

Interested firms may obtain the Request for Proposals (RFQ) package from www.demandstar.com or jrumble@tavares.org. The RFQ package contains detailed information about the Statement of Work, proposal submission requirements and selection procedure for this RFP.

Any or all questions should be directed in writing to John Rumble, Purchasing Manager, via email to jrumble@tavares.org.

The City reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities and to request new proposals for the required materials or services.

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REQUEST FOR QUALIFICATIONS
Risk Management & Insurance Services RFQ 2010-0009
GENERAL INFORMATION

A. SCOPE OF SERVICES:

The City of Tavares is soliciting qualifications for a provider of property, general, automotive and police professional liability and worker's compensation insurance.

B. PROPOSAL DUE DATES:

Complete Qualifications are due on Friday, March 5, 2010 at 2:00 p.m. Qualifications must be received in the Office of the City Clerk by the date and time indicated. Proposal opening follows immediately after closing of proposal submission deadline at the City of Tavares, 201 East Main Street, Tavares FL. 32778. Qualifications must be addressed and delivered to:

RFQ 2010-0009
Office of the City Clerk
City of Tavares
201 East Main Street
Tavares, FL 32778

C. Questions concerning this RFQ should be directed to:

jrumble@tavares.org
John Rumble, Purchasing Manager
City of Tavares
201 East Main Street
Tavares Fl. 32778
(352)742-6131

D. In order to facilitate review of the Qualifications, each proposer must submit one (1) original. one (1) digital (preferably in PDF) plus four (4) additional copies of the RFQ response on or before the submission deadline indicated herein.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:

Friday, March 5, 2010 at 2:00 p.m.

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE

DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSAL WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE QUALIFICATIONS WILL NOT BE CONSIDERED.

Hand-carried Qualifications may be delivered to the above address during the City's regular business hours, Monday through Friday, excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services, and/or provide the required goods, at the price stated by the Proposer.

E. ACRONYMS/DEFINITIONS

For the purposes of this RFQ, the following acronyms/definitions will be used:

<i>Contract</i>	Shall refer to the Contract that may result from this Request for Qualifications.
<i>Contractor</i>	The organization(s)/individual(s) that is awarded and has an approved contract with the City for the services identified in this RFQ.
<i>City/Owner</i>	Shall refer to the City of Tavares, Florida or its designated representative, as applicable.
<i>Commission</i>	The term Commission as used throughout this document will mean the City Council of the City of Tavares, Florida.
<i>Due Date & Time</i>	Shall refer to the due date and time listed in the Solicitation Timetable of this Solicitation.
<i>Evaluation Committee</i>	An independent committee comprised solely of representatives of the City established to review Qualifications submitted in response to the RFQ, score the Qualifications and recommend a Proposer(s).
<i>FSS</i>	Florida State Statutes.
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>Proposal</i>	Shall refer to any offer(s) submitted in response to this Request for Proposal.

- Proposer** Shall refer to anyone submitting a Proposal in response to the Request for Proposal.
- Provider or Successful Proposer** Shall refer to the Proposer receiving an award as a result of this Request for Proposal.
- Request for Proposal, RFQ or Solicitation** Shall mean this Request for Proposal including all Exhibits and Attachments as approved by the City and amendments or change orders issued by the City.
- Responsible Vendor** A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- Responsive Bid/Proposal** A bid or proposal or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- Work, Services, Program, Project or Engagement** Shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.
- Shall/Must** Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.
- Should** Indicate something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information. Failure to provide the information after demand will result in rejection.
- Sub-Contractor & Sub-Consultant** Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

SECTION 1

REQUEST FOR QUALIFICATIONS

SUBJECT: Risk Management and Insurance Services

OPENING DATE & TIME: Friday, March 5, 2010 at 2:00 p.m.

SUBMIT TO: Office of the City Clerk
City of Tavares
201 East Main Street
Tavares Fl. 32778

RFQ NUMBER: 2010-0009

1.1 INTENT

The City of Tavares, Florida (City) is inviting the submission of Qualifications from qualified firms for Risk Management and Insurance Services

A more complete scope of services is included under the Special Conditions of this proposal.

1.2 CONTRACT PERIOD

The initial contract shall be for a period of up to five (5) years with an option to extend for additional periods upon mutual agreement of both parties.

1.3 SUBMITTAL REQUIREMENTS

Qualifications must include but need not be limited to, **one (1) original, one (1) digital (preferably in PDF) plus four (4) additional copies** of the complete Proposal Form including Attachments as follows:

- Proposal Form
- Respondent's Certification
- No Bid or Proposal Response
- Agency Reference List
- Other References
- Proposer's Qualifications
- Indemnification Clause
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes
- Business Entity Affidavit

The City-provided submission forms, which shall be completed, signed, notarized and certified as to authorization.

1.4 CITY'S RIGHTS

The City reserves the right to accept or reject any and/or all Qualifications or parts of Qualifications, to workshop or negotiate any and all Qualifications, to waive irregularities and to request new Qualifications on the required materials or services. The City Council shall make a final determination and award of proposal(s).

All materials submitted in response to the Request for Qualifications become the property of the City and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFQ, whether amended or not, and selection or rejection of the RFQ does not affect this right, provided however, that any submittal that has been submitted to the City Clerk's Office may be withdrawn prior to submittal opening time stated herein, upon proper identification and signature releasing submittal documents back to the proposing firm.

SECTION 2

GENERAL CONDITIONS

INTRODUCTION

All Qualifications must conform to the following terms and conditions.

2.1 PURPOSE OF SUBMITTAL

The City of Tavares, Florida (City) requests Qualifications from qualified vendors for Risk Management and Insurance Services. Currently, the City of Tavares belongs to a self-insured pool, and is not an independently self insured entity. The pool purchases insurance and the pool has self insured retention. The pool agreement has no charge back to the city and the quoted amount paid is all inclusive. Each year the bill stands on its own accord.

The City intends to secure a vendor for the service that provides the most responsive and qualified firm. The City reserves the right to award the firm considered to best serve the City's interests.

Any questions concerning the proposal specifications or any required need for clarification should be made at least five (5) days prior to the date of the submittal opening. No plea of ignorance or delay or required need of additional information shall exempt a proposer from submitting their proposal on the required date and time of day as publicly noted.

Submitter warrants that the terms and conditions quoted in the proposal will be firm for a period of one hundred twenty (120) days from the date of the proposal opening unless otherwise stated by the City. Incomplete, unresponsive, vague, ambiguous responses to the request for proposal will be just cause for rejection as determined by the City.

In the event of any conflicts between provisions contained in the General Conditions (Section 2.1 through 2.28) and Special Conditions (Section 3.1 through 3.24), the provisions contained in the Special Conditions shall govern.

2.2 SUBMISSION OF QUALIFICATIONS

Proposers must use the proposal form(s) furnished by the City. Failure to do so may cause the proposal to be rejected. Removal of any part of the proposal may invalidate the proposal.

Qualifications having an erasure or corrections must be initialed by the proposer in ink. Qualifications shall be signed in ink. All quotations shall be typewritten or filled in with ink.

2.3 CONFIDENTIALITY

The City will treat all Qualifications received and the information contained therein as confidential until unsealed at which time they will become public record. If there is any apparent conflict between Florida's public records laws and this RFQ, the law will prevail.

2.4 GUARANTIES

No guaranties or warranty is given or implied by the City as to the total amount of services that may or may not be purchased from any resulting contract or award. These quantities are for proposal purposes only and will be used for tabulation and presentation of the proposal. The City reserves the right to reasonably increase or decrease quantities as required. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this proposal.

2.5 DELIVERY

All items shall be delivered F.O.B. destination (i.e., at a specific City address), and delivery costs and charges (if any) will be included in the proposal price. Exceptions should be noted. When practical, the City may make pick-ups at the vendor's place of business.

2.6 TAXES

Proposer should not include taxes in proposal prices.

2.7 MISTAKES

If there is a discrepancy in the unit and extended prices, the unit price(s) will prevail and the extensions adjusted to coincide. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk and errors will not release the proposer from his responsibility as noted herein.

2.8 BRAND NAMES

If a brand name, make, of any "or equal" manufacturer trade name, trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items proposed as equals.

Provision of any written indication of intent to quote an alternative brand or model number, or designation of objective of the proposal will be considered as a quotation in complete compliance with the specifications as listed, at the discretion of the City, which would best serve the City's interest.

2.9 MATERIAL

Acceptance of any materials delivered under this proposal shall remain the property of the seller until accepted to the satisfaction of the City. In the event material(s) supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to return the product(s) to the seller at the seller's expense.

2.10 WARRANTY

Vendor will warrant and maintain all equipment provided to City through the duration of the initial contract and any extensions approved by mutual consent.

2.11 PRICING

Prices should be stated in units of quantity specified in the proposal specifications. In case of a discrepancy, the City reserves the right to make the final determination at the lowest net cost to the City.

2.12 SAFETY STANDARDS

The proposer warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act and its amendments. Qualifications must be accompanied by materials data safety sheets (MDSS) when applicable.

2.13 PAYMENTS

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

2.14 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where proposers are required to enter onto City property or public right of way to deliver materials or to perform work or services as a result of a proposal award, the proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance required. The proposer shall be liable for any damages or loss to the City occasioned by negligence of the proposer (or their agent) or any person the proposer has designated in the completion of his contract as a result of the proposal. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to perform services hereunder as required by Florida State Statute, Florida Building Code, or City Code, if any. These documents shall be furnished to the City along with the proposal response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the proposal.

The contractor shall not commence work under this contract unit they have obtained all insurance required and such insurance has been approved by the City's Risk Management. The contractor shall hold the City, their agents and employees harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this contract and specifically name the City as an additional insured under their policy.

The vendor shall furnish certificate(s) of insurance to the Finance Director, City of Tavares, 201 East Main Street, Tavares FL 32778.

2.15 PAYMENT BOND

NOT REQUIRED

2.16 COMPLIANCE WITH LAW

Proposer shall conduct its operations in compliance with all applicable federal, state, county and local laws in providing any services hereunder.

2.17 ASSIGNMENT

The contractor shall not transfer or assign the performance required by this proposal without the City's prior written consent. Any award issued pursuant to this proposal invitation and monies which may be payable by the City, are not assignable except with the City's prior written approval.

2.18 AWARD OF PROPOSAL

The City reserves the right to accept or reject any and/or all Qualifications or parts of Qualifications, to workshop or negotiate any and all Qualifications, to waive irregularities, and to request new Qualifications on the required materials or services. The City also reserves the right to award the contract on a split order basis, group by group or item by item, or such combination as will best serve the interests of the City unless otherwise stated. The City also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of proposal (s) shall be made by the City Commission.

2.19 EVALUATION OF QUALIFICATIONS

The City, at its discretion, reserves the right to inspect any/all proposers' facilities to determine their capability of meeting the City's needs.

2.20 HOLD HARMLESS

All proposers shall hold the City, its officials and employees harmless and covenant not to sue the City, its officials and employees from their decisions to reject, award or not award a proposal, as applicable.

2.21 CANCELLATION

Failure on the part of the vendor to comply with the conditions, specifications, requirements and terms as determined by the City, shall be just cause for cancellation of the award, with the vendor holding the City harmless.

2.22 DISPUTES

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the dispute will be handled in accordance with Section 2-259 of the City Code.

2.23 ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING

Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for the opening of the Qualifications will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective submitters not later than the established qualifications opening date. Each prospective proposer shall acknowledge receipt of such addenda by including it in the proposal form. In case any proposer fails to include such addenda or addendum, his submission will nevertheless be considered as though it had been received and acknowledged and the submission of

his qualifications will constitute acknowledgement of the receipt of same. All addenda are a part of the contract documents and each proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each prospective submitter to verify that he has received all addenda issued before Qualifications are opened.

Any questions regarding the specifications may be directed in writing to the John Rumble Purchasing Manager, located at 201 East Main Street, Tavares FL, jrumble@tavares.org (352)742-6309. Under no circumstances will the City accept facsimile transmissions in lieu of a sealed proposal. Any Qualifications received in the above manner will be deemed unresponsive and a “no proposal” will be entered for the proposer.

2.24 DEFAULT PROVISIONS

In case of default by the submitter or contractor, the City may cancel the service agreements, procure the articles or services from other sources and hold the submitter or contractor responsible for any excess costs occasioned or incurred thereby.

2.25 INDEMNIFICATION

The submitter or contractor shall indemnify, save harmless and defend the City, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of the contractor, his agents, servants or employees in the provision of goods or the performance of services pursuant to this proposal and/or from any procurement decision of the City including without limitation, awarding the contract to a contractor.

2.26 SECONDARY/OTHER VENDORS

The City reserves the right in the event the primary submitter cannot provide an item(s) or Service(s) in a timely manner as requested, to contact the second best submitter of this RFQ to perform said service. If the secondary contractor is unavailable, the City reserves the right to seek and obtain other sources without thereby violating the intent of the contract.

2.27 CONE OF SILENCE

Prospective firms are hereby warned not to contact any City employee or official on matters relating to this Invitation to Bid, except as indicated herein. Any attempt to do so, or engaging in lobbying or any other activity interfering with the evaluation process may result in immediate disqualification of the vendor from any City business

END OF THIS SECTION

SECTION 3

SPECIAL CONDITIONS

INTRODUCTION

Required Competencies:

Executive Summary

Provider must provide a brief acknowledgement of the Scope of Work and summarize the company's core competencies for selection.

Company Experience

The successful submitter should have significant experience with the provision of Risk Management services to include:

- Risk Analysis
- Claim and Loss Control Services
- Regulatory and Legal Expertise and Assistance
- Safety Program Development
- Technical Expertise and Assistance
- Safety and Compliance Training and Support
- Loss Trending
- Employment Practices Expertise and Assistance
- Innovation
- Marketing Flexibility
- Stability, Cost Control and Industry Competitiveness
- Florida Public Entity Awareness

Scope of Services

- A. Review, analyze, and evaluate current and future Property/Casualty/Liability & Worker's Compensation plans, including critical plan components and appropriate funding vehicles.
- B. Provide a qualified representative to meet with City representatives upon request
- C. Provide guidance on statute compliance, annual budgets, stop-loss purchases, and attachment points, where applicable.
- D. Review all plan documents and proposed amendments for accuracy, completeness, and compliance with appropriate laws and regulations.

- E. Represent the City in preparation of renewal discussions and at meetings with City Council members upon request
- F. Provide general and technical guidance on Property/Casualty/Liability & Worker's Compensation issues to include market analysis, trends, contract and statute interpretation, and cost containment methods.
- G. Evaluate existing contract and any other contracts for Property/Casualty/Liability & Worker's Compensation for compliance and comparison to claims goals
- H. Assist in the development and review of communication materials written by insurance providers and other participating organizations for content, appearance, compliance and accuracy.
- I. Provide information, analysis and guidance on any and all aspects of program policy and administration to contracted parties (i.e., stop-loss, carrier, networks, TPA, providers and employer).
- J. Provide an actuarial audit on an annual basis.
- K. Analyze costs and/or savings for insurance and worker's compensation to improve benefits, minimize costs, in compliance with state/federal regulations.
- L. Explore ideas for systems for the purposes of monitoring progress/success of new programs and modifications to current programs.
- M. Present programs at City Council and other meetings.
- N. Conduct periodic audits of Third Party Administrator for Worker's Compensation, analyze results and prepare reports.
- O. Recommend performances measures for the Third Party Administrators for Worker's Compensation, including financial incentives/penalties.

3.4 REQUIREMENTS

The original proposal one (1) digital and four (4) copies must be submitted to the City Clerk in a sealed envelope clearly marked: RFQ 2010-0009 –Risk Management and Insurance Services by 2:00 p.m. on Friday, March 5, 2010. The opening of the Qualifications will take place at 2:00 p.m. on Friday, March 5, 2010, in the City Council Chambers

RFQ Due Date: Whether forwarded by mail or personally delivered, the RFQ envelope must be received by the Office of the City Clerk, City of Tavares, 201 East Main Street, Tavares, Florida 32778, by 2:00 p.m. on Friday, March 5, 2010. Untimely submissions, or submissions delivered to another location, will not be accepted.

The City will not consider Qualifications received after the deadline. Any Qualifications so received after the scheduled closing time shall be returned to the Vendor, unopened. Any dispute over the timeliness of the submission will be resolved against the Vendor. Qualifications may be sent by mail or delivered in person; however, if sent by mail, the responsibility for delivering a proposal to the City before the deadline is wholly upon the Vendor.

The City is tax exempt.

Any proposal may be withdrawn up to the date and time set above as the Deadline for submittal of RFQ(s). Any proposal not so timely withdrawn shall constitute an irrevocable Proposal, for a period of one hundred and twenty (120) days to provide to the City the products and services described in the attached specifications, or until one (1) or more of the Qualifications have been approved by the City Council, whichever occurs

first. A Vendor may not withdraw its proposal after it is formally opened by a City representative.

The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFQ. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ, and which is not approved as to form and legal sufficiency by the City Attorney's Office. In the event the selected Proposer and the City are unable to enter into an agreement satisfactory to both parties, the City has the right to terminate discussions with the selected Proposer and begin discussions with another Proposer.

3.5 COST

Those submitting Qualifications do so entirely at their own cost and expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting Qualifications, providing additional information when requested by the City, or for participating in any selection interviews.

3.6 EVALUATION PROCESS

3.6.1 INITIAL SCREENING (Step 1)

Minimum Qualifications and Responsiveness: The Project Evaluation Team will review Qualifications for initial decisions on responsiveness and responsibility.

3.6.2 EVALUATION CRITERIA AND WEIGHT (Step 2)

The Project Evaluation Team will evaluate Qualifications using the criteria herein. Responses will be scored and ranked in accordance with the weighting specified in the following

Qualifications and related experience of the persons assigned to the project	30
Previous experience and past performance (references) in work similar to this project. Previous experience with the City.	30
The respondent's demonstrated understanding of the City's requirements and plans for meeting said requirements (as evidenced in the Statement of Interest)	30
Proximity to the City	5
Ability to provide services as requested and meet time constraints	5

Total Maximum Points: 100

3.6.4 SELECTION PROCESS

The Project Evaluation Team will rank the vendors and make a recommendation to the City Council. Assuming at least three Qualifications are received, no fewer than three (3) firms **may** be required to make a short presentation to the Selection Committee. Due to the fast track of this RFQ, please make note that presentations **if required** will take place on March 10, 2010. After presentations, the firms will be ranked in numerical order by the Selection Committee. The City reserves the right to reject any or all bids, to waive any informality, irregularity or technicality in any bid or proposal, to re-advertise for bids, or take any other such actions that may be deemed to be in the best interests of the City.

3.7 PROPOSAL FORMAT AND CONTENT

3.7.1 PRESENTATION

Qualifications shall be typed, double-spaced and submitted on 8 ½" x 11" size paper, using a single method of fastening. Qualifications should not include any unnecessarily elaborate or promotional material. Lengthy narratives are discouraged and presentations should be brief and concise. Qualifications should not exceed forty (40) pages in length, excluding any appendices.

Each Vendor must present its products, services and applicable features in a clear and concise manner that demonstrates the Vendor's capabilities to satisfy the requirements of this RFQ. The emphasis should be on accuracy, clarity, comprehensiveness and ease of identifying pertinent information and suitability of the product and services.

3.7.2 LETTER OF TRANSMITTAL

The Letter of Transmittal shall be addressed to: City Administrator and must, at a minimum, contain the following:

- a) Identification of Vendor, including name, address and telephone number.
- b) Acknowledgment of receipt of all RFQ addenda, if any.
- c) Name, title, address and telephone number of contact person during period of proposal evaluation.
- d) A statement confirming that the proposal shall remain valid for a period of not less than 120 days from the due date of Qualifications.
- e) Signature of a person authorized to bind Proposer/Vendor to the terms of the proposal.

3.8 VENDOR QUALIFICATIONS AND EXPERIENCE

This section of the proposal should establish the ability of the Vendor to satisfactorily perform the required work based on its experience in performing work of a similar nature; list of locations currently using this program or have used this program, demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load, and record of meeting schedules on similar projects.

3.9 NO CONTINGENT FEE

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making the agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement, without liability, at its discretion.

3.10 ATTORNEY'S FEES

If the City incurs any expense in enforcing the terms of the agreement whether suit be brought or not, contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

3.11 ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING

Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for the opening of the Qualifications will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective proposers not later than the established proposal opening date. Each prospective proposer shall acknowledge receipt of such addenda by including it in the proposal form. In case any proposer fails to include such addenda or addendum, his proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgement of the receipt of same. All addenda are a part of the contract documents and each proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each prospective submitter to verify that all addenda issued has been received by the submitter before Qualifications are opened.

Any questions regarding the specifications may be directed **in writing** to John Rumble, Purchasing Manager jrumble@tavares.org Fax (352) 742-6001. Under no circumstances will the City accept facsimile transmissions in lieu of a sealed proposal. Any Qualifications received in the above manner will be deemed unresponsive and a “no proposal” will be entered for the proposer.

3.12 BASIS OF AWARD

Award will be made to the most responsive and qualified submitter.

3.13 CONTRACT CONTINUITY

In the event services are scheduled to end either by contract expiration or by termination by the City (at the City’s discretion), it shall be incumbent upon the contractor to continue the service, if requested by the City, until new services can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the existing contract.

3.14 LICENSING

The successful proposer shall be licensed and certified by all appropriate State and Local agencies. The contractor shall procure; at its own expense, all necessary licenses and permits. The contractor shall conform to all applicable laws, regulations, or ordinances of the State, County and City.

3.15 INSURANCE

- A. The contractor shall purchase and maintain, in full force and effect for the life of the contract, at contractor’s sole expense, the following required insurance policies:
 - 1) A business automobile policy that covers any auto used in connection with this agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the contractor. Minimum limits for bodily injury/property damage liability shall be \$500,000.00 per occurrence.
 - 2) A comprehensive general liability policy with minimum coverage limits of \$1,000,000.00 for bodily injury and property damage per occurrence.
 - 3) A workers’ compensation and employer’s liability policy, which covers all of the contractor’s employees to be engaged in work on this contract as specified by, and in accordance with, F.S.S. 440.
- B. The City shall be named as additional insured on policies listed as 1 – 2 of the contractor’s above required policies of insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the City Risk Manager.
- C. The contractor agrees to indemnify, defend and hold harmless the City from and against any and all claims, suits, judgments, executions and/or liabilities

as to bodily injuries and/or property damages which arise or grow out of this contract or contractor's performance or operations hereunder.

- D. Copies of all policies or certificates of such insurance shall be delivered to the City, and said documentation shall provide for the City to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.
- E. The contractor shall also, upon request by the City, provide copies of all official receipts and endorsements as verification of contractor's timely payment of each insurance policy premium as required by this contract.

3.16 CONTRACTOR'S RELATION TO THE CITY

It is expressly agreed and understood that the contractor is in all respects an independent contractor as to all work hereunder, and that the contractor is in no respect an agent, servant or employee of the City. This contract specifies the work to be done by the contractor, but the method to be employed to accomplish this work shall be the responsibility of the contractor, unless otherwise provided in the contract.

3.17 DISCRIMINATORY PRACTICES

The contractor shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, religion or national origin. The contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

3.18 REFERENCES

Submitters must provide three (3) references from government entities in which it is currently doing business and with which it has at least a three (3) year history. The references must be Risk Management and Insurance Services based. Submitters must identify all government entities in Florida with which it has an agreement at the time of submission.

3.19 NONCONFORMANCE TO CONTRACT

The City may withhold acceptance of, or reject items or services which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at their own expense and redelivered at their own expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for nonconformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in the contractor being found in default.

END OF THIS SECTION

SECTION 5

ADDITIONAL INFORMATION

Provide any additional information, including promotional material, that highlights experience or expertise, which is relevant and directly applicable to this RFQ.

END OF THIS SECTION

SECTION 6

PROPOSAL FORMS

**CITY OF TAVARES
REQUEST FOR QUALIFICATIONS**

**Consulting Services for
Risk Management & Insurance Services RFQ 2010-0009**

PROPOSAL FORM

I hereby propose to furnish the goods and services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 120 days after opened by the City in order to allow the City adequate time to evaluate the Qualifications.

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

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the City of Tavares or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized to do so.

Addendum # ___ Dated _____

Addendum # ___ Dated _____

Addendum # ___ Dated _____

Attached hereto are the following forms/documents which form a part of this proposal:

Attachments

- Proposal Form
- Respondent's Certification
- No Bid or Proposal Response
- Agency Reference List
- Other References
- Proposer's Qualifications
- Indemnification Clause
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes,
On Public Entity Crimes
- Business Entity Affidavit

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

(____) _____

TELEPHONE NUMBER

STATE OF _____

)

) SS

COUNTY OF _____

)

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 200__ by _____ who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____

Commission Expires: _____

SEAL

(if Corporation)

**CITY OF TAVARES
REQUEST FOR QUALIFICATIONS**

**Consulting Services for
Risk Management & Insurance Services RFQ 2010-0009**

“NO SUBMITTAL” RESPONSE

If your firm is unable to submit a response, please complete and return this form prior to date shown for receipt of RFQ, and return to:

CITY OF TAVARES

We have declined to propose on **RFQ 2010-0009**, for the following reasons:

_____ We do not offer this service/product

_____ Our schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond/insurance requirements

_____ Specifications unclear (please explain below)

_____ Other (please specify below)

REMARKS _____

Typed Name and Title

Company Name

Address

Business Phone

Fax Number

**CITY OF TAVARES
REQUEST FOR QUALIFICATIONS**

**Consulting Services for
Risk Management & Insurance Services RFQ 2010-0009**

AGENCY REFERENCE LIST

Please list three (3) **Governmental Agency** contract references for which you have done business within the past three (3) years, if available:

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

REFERENCES (continued)

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Attach additional sheets if necessary.

**CITY OF TAVARES
REQUEST FOR QUALIFICATIONS**

**Consulting Services for
Risk Management & Insurance Services RFQ 2010-0009**

PROPOSER'S QUALIFICATIONS

(Page 1 of 3)

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Proposal.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by names and titles:

Name of Company: _____

Address: _____

Principals: _____ Titles: _____

2. a. Are you licensed, as may be required, in the designated area(s) of Lake County, Florida?

YES _____ NO _____

- b. List Principals Licensed:

Name(s): _____ Title: _____

Remarks: _____

3. How long has your company been in business and so licensed? _____

PROPOSER'S QUALIFICATIONS (continued)

(Page 2 of 3)

4. If Proposer is an individual, corporation or a partnership, answer the following:

a. Date of Organization _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

d. State whether a corporation _____. Date and place of incorporation_____.

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. a. Has your company ever failed to complete a bonded obligation or to complete a contract?

YES _____ NO _____

a. If so, give particulars including circumstances, where and when, name of bonding company, name and address of City and disposition of matter:

PROPOSER'S QUALIFICATIONS (continued)

(Page 3 of 3)

- b. Are you now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your company operations? If so list:

- 8. a. List the pertinent experience of the key individuals of your organization; (continue on insert sheet, if necessary).

- b. State the name of the individual(s) who will have personal supervision of the work:

- 9. List name and title of persons in your company who are authorized to enter into a contract with the City of Tavares, Florida for the proposed work should your company be the successful Proposer.

Name _____

Title _____

- 10. Describe your Company's experience in providing services to other police agencies similar to the comprehensive service to be provided herein.

**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 OFFICAL
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **CITY OF TAVARES, FLORIDA**

By: _____
(print individual's name and title)

For: _____
(print name of entity submitting sworn statement)

whose business address is: _____

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

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 an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
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 of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted

of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid 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, and partners. Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
 - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____,
20__

Personally known _____

OR _____ Name of Notary
Produced identification _____ Notary Public – State of

**CITY OF TAVARES
REQUEST FOR QUALIFICATIONS**

**Consulting Services for
Risk Management & Insurance RFQ 2010-0009**

BUSINESS ENTITY AFFIDAVIT

(VENDOR/BIDDER DISCLOSURE)

I, _____, being first duly sworn
State:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Tavares ("City") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

BUSINESS ENTITY AFFIDAVIT (continued)

The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Print Name

Sworn to and subscribed before me this _____ day of _____, 20 ____.

Personally known _____

OR _____

Produced identification _____

Notary Public

Notary Public – State of _____

Type of identification

My Commission expires:

*Printed, typed or stamped
commissioned*