



Indian River County Purchasing Division

1800 27th Street, B1-303

Vero Beach, FL 32960

Phone (772) 226-1416

Request for Proposals

Project Name: Agent/Brokers, Self-Insurance Funds and Direct Writing Insurers for Property and Casualty Insurance

RFP #: 2024008

RFP Opening Date: **October 3, 2023**

RFP Opening Time: **2:00 P.M.**

All Proposals must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.

The following must be received prior to the RFP Opening Date and Time Above:

1	Marked Original Copy, with all forms signed
5	Printed Copies for Committee
1	Single PDF file of entire submittal (including all forms and price proposal) by email or dropbox/filesshare link emailed to purchasing@ircgov.com . USB/CD copies are <u>not</u> acceptable, due to our IT security procedures.

Initial screening, ranking, final ranking and negotiations will be in accordance with the criteria specified within this solicitation. The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

Refer All Questions to:

Email: purchasing@ircgov.com

Scope of Services

1. INTRODUCTION

Indian River County (“County”) is requesting proposals from agent/brokers, self-insured trust funds or direct writing insurers (“Brokers”) to obtain commercial property, boiler and machinery/equipment breakdown, crime, data and privacy liability, inland marine/watercraft hull and protection and indemnity, terrorism, excess general liability, excess automobile liability and physical damage, excess public official’s liability and excess workers’ compensation and employer’s liability insurance.

Background & History:

Indian River County was established on June 29, 1925, by an act of the Legislature, separating it from St. Lucie County. The County encompasses approximately 497 square miles of land and is located in the central region of Florida on the eastern coast. In relation to other areas, Indian River County is approximately 135 miles north of Miami, 190 miles south of Jacksonville, and 135 miles east of St. Petersburg. Brevard County borders the County on the north, St. Lucie County is located directly south, and Osceola and Okeechobee Counties are found on the west boundary. Bordering the County on the east is the Atlantic Ocean. The City of Vero Beach is the seat of County government. The largest municipality within the County is the City of Sebastian. Other incorporated cities located within the County are Fellsmere, Indian River Shores and the Town of Orchid in descending order of population. There are approximately 100 miles of waterfront land in the County, including 23 miles of Atlantic beaches. The 2020 Census placed the population of Indian River at 159,788, an increase of 15.8% over the 2010 Census total of 138,028. Most of the population growth was attributable to new residents settling in the area. The estimated population for 2022 was 167,352, which represents a 4.7% increase since 2020. The population of the County has more than quadrupled since 1960. It is anticipated that the population growth will remain steady during the next few years.

The County’s insurance program is currently being managed by Arthur J. Gallagher Risk Management Services, Inc., under an agreement approved on April 21, 2020, at a flat annual fee of \$175,000. Current property values are in excess of \$548,820,748 and current estimated workers compensation payroll is \$92,738,091.42.

Constitutional officers included in the County’s insurance program are the Sheriff, Tax Collector, Property Appraiser, Clerk of the Circuit Court and Comptroller, and Supervisor of Elections, however; the Sheriff’s police liability and automobile liability/physical damage coverages are separately maintained by the Sheriff and are not included in this remarketing process.

The term of the agreement resulting from this solicitation will be one year, beginning January 1, 2024, with four additional one-year renewals available.

Description of Current Property Program

<u>Coverage/Service</u>	<u>Insurer/Provider</u>	<u>Term</u>	<u>Cost*</u>
Primary Property	Berkshire/National Fire & Marine Ins. Co.	05/01/23-24	\$405,004
Primary Property	Ironshore Specialty Insurance Co.	05/01/23-24	\$200,004
Primary Property	Underwriters at Lloyds, London (Beazley)	05/01/23-24	\$190,004
Primary Property	Endurance American Specialty Ins. Co.	05/01/23-24	\$170,004

<u>Coverage/Service</u>	<u>Insurer/Provider</u>	<u>Term</u>	<u>Cost*</u>
Primary Property	Westchester Surplus Lines Inc. Co.	05/01/23-24	\$160,004
Primary Property	StarStone Specialty Ins.	05/01/23-24	\$152,004
Primary Property	Allied World Assurance Co. Inc.	05/01/23-24	\$147,004
Primary Property	Underwriters at Lloyds, London (Argo Bda)	05/01/23-24	\$123,760
Primary Property	Underwriters at Lloyds, London (Brit & Ki)	05/01/23-24	\$112,004
Primary Property	Underwriters at Lloyds, London (WBC)	05/01/23-24	\$76,008.01
Primary Property	Underwriters at Lloyds, London (QBE)	05/01/23-24	\$58,504
Excess Property	Evanston Insurance Co.	05/01/23-24	\$67,504
Excess Property	Landmark American Insurance Co.	05/01/23-24	\$100,004
Excess Property	Underwriters at Lloyds, London (Chubb Bda)	05/01/23-24	\$146,671
Property Utilities	Starr Surplus Lines Insurance Co.	05/01/23-24	\$873,422
Inland Marine	Evaston Insurance Co.	05/01/23-24	\$119,651
Boiler and Machinery / Equipment Breakdown	Travelers Property Casualty Co. of America	05/01/23-24	\$12,450
Crime	Allmerica Financial Benefit Ins. Co.	05/01/23-24	\$6,616
Data and Privacy Liability	Travelers Property Casualty Co. of America	05/01/23-24	\$58,349.11
Terrorism NCBR	Underwriters at Lloyds, London	05/01/23-24	\$33,500
Terrorism Sabotage	Underwriters at Lloyds, London	05/01/23-24	\$20,000
Excess Liability Package	Underwriters at Lloyds, London	05/01/23-24	\$222,000
Excess Workers' Comp	Safety National Insurance Co.	05/01/23-24	\$329,233
Watercraft Hull/Protection	Great American Insurance Co.	05/01/23-24	\$5,951
AD&D Endorsement	National Union Fire Ins. Co. of Pittsburgh	05/01/22-24	\$12,362
Flood Insurance	Voyager Indemnity Insurance Co,	05/01/23-24	\$9,843
Firefighters' Cancer Benefits	Florida Municipal Insurance Trust	10/01/22-23	\$62,972

* Cost is premium before surcharges and fees.

Scope of Services:

The successful Broker will:

PLACEMENT AND INSURANCE MANAGEMENT SERVICES

- Design and market a Property/Casualty Insurance Program that is acceptable to the County. As

appropriate and/or at the County's request, provide submissions for alternative program structures, such as different deductibles, limits, etc. or, upon request, other lines of insurance.

- Coordinate with County staff to assure that up-to-date exposure data is incorporated into specifications and issued policies.
- Issue and deliver valid and timely binders for insurance policies purchased by the County. Review binders for accuracy. Immediately request corrections if issued binders are not delivered in accordance with the submission(s).
- Provide summary regarding changes in policy from expiring terms, conditions and deductibles.
- Assure that insurance policies being purchased will be delivered in accordance with the submission(s) that were negotiated and/or accepted by the County.
 - Assure that the policies issued reflect no lesser policy terms, conditions, coverage amounts and options than were accepted by the County.
 - Immediately correct policy deficiencies before delivery to the County.
 - Promptly deliver the policies to the County within 60 days of policy inception. If policies are not issued within 60 days of policy inception, follow up with the insurer/wholesaler for receipt of the policy. If any deficiencies from the accepted submission remain, provide a timeline for their resolution to the satisfaction of the County.
- Promptly and accurately process insurance policy endorsements and other change requests as needed.
- Be available to attend up to four risk management meetings per year with the County, as they may be scheduled, and be willing to attend additional meetings if needed.
- Monitor and notify the County of major developments regarding the insurance industry or the County's insurers or policies that may affect the County.
- Respond to coverage or other insurance policy questions as may be presented by the County.
- At least annually, present to County staff a written review, with the premium/claims history of the County, for the policies purchased.
- Coordinate with the County about 120 to 150 days prior to renewals on giving estimates of renewal changes in premium, coverage, policy terms, etc. and in collecting needed renewal rating and background information.
- Present renewal pricing and policy changes to the County at a minimum of 45 days before renewal or at a time agreed upon with the County.
- Obtain proposals from additional insurance markets and provide them to the County with a listing of all companies contacted, detailed spreadsheets of all submissions received and all rejection letters.

- Provide the County with Probable Maximum Loss (“PML”) studies.
- Provide final, written renewal submissions to the County on a schedule agreed upon with the County to allow for review of renewals at appropriate County meetings.
- Promptly provide rating data, premium/claims history and other information at the request of the County.
- Fully disclose insurance policy premiums, commissions or all other remuneration, including that of intermediaries, received for the sale of such policies.
- Permit the County to conduct an audit of all remuneration/revenues attributable to the County’s account and to fully cooperate with persons designated by the County to perform such audit.

LOSS CONTROL SERVICES

- Develop, with the County’s assistance and involvement, loss control programs and strategies, including educational training, seminars, research and analysis of loss trends, and develop communication materials. Provide reports detailing the loss control activities and results.

CLAIMS ADVOCACY

- Participate in claims review meetings to ensure accuracy of reserves and effective claims management.
- Coordinate claim information with designated adjusters.
- Assist with emergency procedures and disaster planning.
- Assist with claim and coverage disputes
- Assist with claim submissions when required and follow up on refunds from the excess carriers.

Submittal Instructions

Information to Be Submitted: All printed and electronic submittals must be received, as instructed on the first page of this RFP, prior to the opening date and time. Submittals must include and are requested to be organized as follows:

ALL COPIES:

1. Broker Overview

Each Proposer shall provide a brief history of broker organization development and current culture of the firm to include if publicly or privately owned, and ownership of placement subsidiaries or interests in third-party intermediaries or other insurance related businesses which may be used in the County's insurance placement or in servicing the County's program.

2. Broker Qualifications

Each Proposer must designate a Service Team and include an organizational chart of the day-to-day service team. The Service Team should consist of members whose primary responsibilities will be the design and placement of the County's coverage, and to administer the program, including the providing of loss prevention and other services. Identify the office from which the County's account would be serviced and the member who will be the day-to-day contact for the County. Include the relevant experience of the Service Team members as illustrated by the depth and breadth of roles and services provided, experience servicing of governments, and credentials and designations.

3. Client Service and Support

Each Proposer must provide descriptions of the following services:

- Steps you would take in reviewing the County's current insurance program and designing changes to the program.
- Claim advocacy including claim reviews
- Loss control support and services
- Technology capabilities
- Client Education – benchmarking, trends and emerging topics
- Stewardship Reports to include innovative and strategic insight

4. Fee Proposal and Contract Agreement

Each Proposer must complete the attached Proposal Pricing Form to include fees and commissions for marketing activity and any services to be provided throughout the year with respect to the County's insurance program.

5. References

Each Proposer must provide three (3) references to include at minimum, one Florida Government entity. Please include the primary contact name, title, phone and email; and description of insurance and services provides.

Submit the following only in the original and electronic copies (forms do not need to be completed by subconsultants):

- a. Firm Information form
- b. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- c. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- d. Certification regarding lobbying
- e. Certification regarding debarment
- f. County's Sample agreement with requested changes indicated in track changes

There is no page limit, however, please consider the committee's limited time and the need for Proposals to be concise. Images of licenses and certifications are not desired. Please provide only information relevant to the requested services, and please double-side where possible. A single page cover letter may be included, but is not requested or required.

Proposals should not be marked "confidential", "trade secret" or the like. Any information submitted that is exempt from disclosure, in accordance with Florida Statute, MUST be submitted in a separately sealed envelope, and include the reference in statute that authorizes the County to withhold that specific information from public record requests. The County reserves the right to not consider Proposals containing excessive exempt material, at the County's sole interpretation. This includes submittals summarily marked as exempt, confidential, or the like.

Method of Selection: The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
 1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
 1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
 2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
 3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
 5. After interviews (if interviews are held in an RFP process), and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.

- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

Criteria for Award:

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
1. Broker Overview	10
2. Broker Qualifications	25
3. Client Services and Support	25
4. Fee Proposal	25
5. References	15
TOTAL	100

Anticipated Timeline

Event	Date
Advertise for Proposals	Tuesday, September 5, 2023
Deadline for Questions	8 a.m., Monday, September 25, 2023
Proposals Due before 2:00 p.m. on	Tuesday, October 3, 2023
Initial Selection Committee Meeting	Week of October 16, 2023
Interviews (if held)	Week of November 6, 2023
Recommendation of Award presented to BCC	November 21, 2023
Agreements executed	By Early December
Contract term commences	January 1, 2024

General Instructions

Cone of Silence. Potential respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Broker's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Responses must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Proposals submitted after the stated time and date will not be accepted or considered.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this solicitation become public records subject to the provisions of Chapter 119, Florida Statutes. Should the proposer assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Proposer. To the extent records are redacted as requested by the Proposer in response to a public records request submitted to the County, Proposer shall indemnify and defend the County in any related litigation.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Broker and will be filled out by the County.

Indemnification: The Broker shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

Public Access: The Broker shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Broker shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Broker shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Broker shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Broker shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Broker upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Brokers are hereby notified that 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or

public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Broker agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Broker further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The Broker certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

E-Verify: Broker must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless

each party to the contract registers with and uses the E-Verify system. Broker is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting: Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Broker's social, political, or ideological interests when determining if the Broker is responsible. Proposers are further notified that the County's governing body may not give preference to a Broker based on the Broker's social, political, or ideological interests. Proposers shall not provide any information relating to these interests in their submittal.

Regulations: It shall be the responsibility of the Broker to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: All questions about the meaning or intent of the Request for Proposals are to be submitted to the Purchasing Division (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the RFP. Interpretations, modifications, responses, or clarifications considered necessary by County in reply to such questions will be issued by Addenda. Only questions answered or changes made by Addenda will be binding. Oral and other interpretations, modifications, or clarifications will be without legal effect. All such Addenda shall become part of the RFP documents.

Applicable Law and Venue: Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Prohibition Against Contingent Fees: If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

Right to Protest: Any actual or prospective responding Proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the

Purchasing Manager in writing within five (5) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Committee Meetings: Notice of committee meetings will be posted to the RFP’s listing on Demandstar.com and Vendor Registry, both available through the County’s web site (www.ircgov.com/departments/budget/purchasing). Any portion of a meeting pursuant to a competitive solicitation, at which negotiation strategies are discussed, a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements in Chapter 286.011 (per Chapter 286.0113(1)(b)1).

Awards: The County reserves the right to cancel the solicitation, reject any and all Proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Broker fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Broker agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

The Broker shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm’s insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

A. Workers’ Compensation/Employer’s Liability Insurance. Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease - Policy Limit
	\$ 1,000,000	Disease - Each Employee

B. General Liability Insurance. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Silica, asbestos or lead
- Terrorism
- Sexual Molestation

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000	General Aggregate
\$ 2,000,000	Products/Completed Operations Aggregate
\$ 2,000,000	Personal and Advertising Injury
\$ 2,000,000	Each Occurrence

The Indian River County Board of County Commissioners and its agents, officers, elected officials and employees shall be included as an additional insured on a form no more restrictive than the most recent version of ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

C. Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of services for the Indian River County Board of County Commissioners. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000	Each Occurrence – Bodily Injury and Property Damage Combined
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D. Professional Liability Insurance. Such insurance shall be on a form acceptable to the County and shall cover the Proposer for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services for the Indian River County Board of County Commissioners including any liability arising under a hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. Coverage may be subject to a deductible not to exceed \$25,000 per claim. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 5,000,000	Each Claim/Annual Aggregate
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E. Cyber and Privacy Liability Insurance. Such insurance shall be on a form acceptable to the County and shall cover, at a minimum, the following: Data Loss and System Damage Liability, Security Liability, Privacy Liability, and Privacy/Security Breach Response Coverage, including Notification Expenses.

Such Cyber Liability coverages must be provided on an occurrence form or, if on a claims made form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Claim/Annual Aggregate

F. Notice of Cancellation. All policies of insurance providing the insurance required under this Section must be endorsed to provide that the County shall be given no less than thirty (30) days' prior written notice prior to any cancellation of such policies. In addition, the successful Proposer(s) shall furnish the County with copies of actual endorsements, as issued on the policies and signed by an authorized representative of the insurer(s), providing that the required notice of cancellation will be provided to the County.

G. Qualification of Proposer's Insurers. Insurers providing the insurance required by this Agreement for Proposer must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under the Florida Statutes.

In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

H. Insurance Primary and Non-Contributory. The insurance provided by the Proposer shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Indian River County Board of County Commissioners. Any insurance, or self-insurance, maintained by the Indian River County Board of County Commissioners shall be excess of, and shall not contribute with, the insurance provided by the Proposer.

I. Proposer's Insurance as Additional Remedy. Compliance with these insurance requirements shall not limit the liability of the Proposer. Any remedy provided to the Indian River County Board of County Commissioners by the insurance provided by the Proposer shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Proposer) available to the Indian River County Board of County Commissioners.

J. No Waiver by Approval/Disapproval. Neither approval nor failure to disapprove insurance furnished by the Proposer shall relieve the Proposer from responsibility to provide insurance as required by these Insurance Requirements.

PROPOSAL PRICING – RFP 2024008 for Insurance Brokers

The proposed annual fee shall be all inclusive, including marketing activity, travel, and any services to be provided throughout the year with respect to the County’s property and casualty insurance program.

Proposer submits the following prices for the work described in this solicitation:

Property and Casualty Insurance Agent/Broker Services for year	Flat Annual Fee
2024/2025	\$
2025/2026	\$
2026/2027	\$
2027/2028	\$
2028/2029	\$

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Name of Firm

Address

Authorized Signature

City, State, Zip Code

Title

() -

Phone

Date Signed

E-mail

FIRM INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
Contact Name		Phone	
Title		Email	
Address			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

1. Date Registered with e-Verify.gov: _____ Certificate # _____

2. List all ligation cases during the past three (3) years in which the Proposer has been a named party.

Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2024008
for Insurance Broker

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

_____ and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this __ day of _____ 20__, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or who has produced _____ as identification.

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form **MUST** be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. 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 an 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.
2. 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Broker, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Broker's Authorized Official

Name and Title of Broker's Authorized Official

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

(1) The BROKER certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Proposer’s Authorized Official

Name and Title of Proposer’s Authorized Official

Date