



**THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT**

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

**REQUEST FOR PROPOSALS
INVITATION**

NOTICE IS HEREBY GIVEN that sealed proposals will be received in the office of the Purchasing Agent, Daytona Beach City Hall, Room 146, 301 South Ridgewood Avenue, Daytona Beach, Florida 32114, until December 12, 2019 at 2:00 PM, at which time they will be publicly opened for the following:

PROPERTY & CASUALTY BROKERAGE SERVICES

AWARD OF CONTRACT subject to the Purchasing Code of the City of Daytona Beach.

THE RFP MAY BE OBTAINED on-line at <http://purchasing.codb.us> by clicking on the link to "Public Solicitations" or as a hard copy at the office of the Purchasing Agent City Hall, 301 South Ridgewood Avenue, Room 146, Daytona Beach, FL 32114.

SCOPE OF WORK: Property and casualty insurance brokerage services on a guaranteed fee basis, with the exclusive right to provide insurance services to the City, and designated as agent of record for the City

A NON-MANDATORY PRE-PROPOSAL CONFERENCE will be held at the Daytona Beach City Hall Room 149B, 301 S. Ridgewood Avenue, Daytona Beach, Florida 32114, on November 27, 2019 at 2:00 PM. Interested Proposers are *urged* to attend.

THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof, or to accept the proposal(s) or parts thereof, when considered by it to be in the best interest of the City. Any proposal received after the time and date specified will not be considered. No proposer may withdraw their proposal for a period of sixty (60) days after the date of the opening of proposals. This time period is reserved for the purpose of reviewing proposals and investigating the qualifications of the proposers.

PROPOSALS SHALL BE ADDRESSED to the City of Daytona Beach, Purchasing Agent, 301 South Ridgewood Avenue, Room 146, Daytona Beach, Florida, 32114, and all proposals shall have the following plainly marked on the outside of the envelope:

PROPOSAL FOR: **PROPERTY & CASUALTY BROKERAGE SERVICES**
PROPOSAL NO: **20181**

**THE CITY OF DAYTONA BEACH
BY: KIRK ZIMMERMAN
BUYER
ISSUED: November 21, 2019**

RFP NON-PRO SERVICES 2/26/18

**THE CITY OF DAYTONA BEACH
REQUEST FOR PROPOSALS
PROPERTY & CASUALTY BROKERAGE SERVICES
No. 20181**

GENERAL CONDITIONS

THIS IS NOT A BID. This is a Request for Proposals for non-professional services issued in accordance with the City of Daytona Beach Code Chapter 30, Article II, Division 3, "Source Selection and Contract Formation". The Request for Proposal specifies the services needed, and lists the criteria upon which the Proposal responses will be evaluated. When received, Proposals will be reviewed and ranked in order, beginning with the one deemed most advantageous to the City. Contract negotiations will commence with the selected Proposer(s). Upon completion of satisfactory negotiations, the contract negotiated that best meets the needs of the City will be recommended for award to the City Commission. A copy of Chapter 30 may be obtained upon request.

GENERAL CONDITIONS

1. **INSTRUCTIONS TO PROPOSERS:** To ensure consideration of your Proposal, please follow these instructions. One original and five (5) copies of all Proposal sheets must be executed and returned, unless otherwise directed. **Provide one pdf copy of the Proposal in its entirety on cd, dvd, or other electronic media.** All Proposals not in compliance with the conditions specified herein are subject to rejection.

2. **PROPOSAL ENVELOPE:** All Proposals must be returned in a sealed box or envelope addressed to the City of Daytona Beach and should contain on the outside the following information:
 - a. Name and address of Proposer
 - b. Proposal Number 20181
 - c. Date and time of Proposal opening

PLEASE NOTE: The address of the Purchasing Division is:

Daytona Beach City Hall
301 South Ridgewood Avenue
Room 146
Daytona Beach, FL 32114

3. **REQUESTS FOR INTERPRETATIONS.** If the Proposer is in doubt as to the meaning of any of the RFP Documents or other Contract Documents included in this solicitation, the Proposer may submit a written request to the City for an interpretation, care of the Purchasing Agent at the address set forth in the Invitation for delivery of the completed Proposal. Such requests must be received 10 days

prior to Proposal opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation issued by the City in the form of a written addendum will be deemed to be a part of the Proposal Documents.

No oral clarification or interpretation will be binding.

4. **EXECUTION OF PROPOSAL:** The Proposal must contain a manual signature of an individual or of an authorized representative of the firm making the Proposal, in the space provided on the Proposal Form, if provided as a part of the Proposal package, or on Proposer's own form, if a specific Proposal form is not provided. The Proposer's name shall be inserted on all sheets requiring the Proposer's name. In order to insure uniformity, Proposals must be submitted on the Proposal Form, if provided, and on the attached pages.
5. **PROPOSAL OPENING - LATE PROPOSALS:** Proposals will be opened publicly, the name of the Proposers read aloud and recorded, on the date and time indicated, at the location specified in this Request for Proposals. It is the Proposers' responsibility to make certain that his/her Proposal is in the hands of the Purchasing Agent prior to the opening time at the specified location. Any Proposal received thereafter will be rejected and returned to the Proposer.
6. **WITHDRAWAL OF PROPOSALS:** Proposals may be amended or withdrawn only by written notice prior to the Proposal opening. Proposal amendments must be submitted in a sealed envelope. Amendments or withdrawals received after the Proposal opening will not be effective, and the original Proposal submitted will be considered.
7. **CONSIDERATION OF PROPOSALS:** Telephonic, electronic, or faxed Proposals will not be considered. The Proposer agrees that his/her Proposal will not be withdrawn within sixty (60) calendar days following opening of the Proposals, and that during such time his Proposal will remain firm and irrevocable. The City reserves the right to reject any or all Proposals, and to waive any technical defects in Proposals.
8. **COOPERATIVE PURCHASING:** All proposers awarded contracts from this RFP are required to permit governmental entities in Volusia County to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs. At the option of the awarded proposer, the use of the contract resulting from this solicitation may be extended to other governmental agencies, cities, counties, and political subdivisions.
9. **GENERAL REVIEW PROCEDURES:** The Purchasing Code, Chapter 30, Code of the City of Daytona Beach, sets forth the general review procedures for competitive sealed proposals. Under the Purchasing Code, the City Manager is required to evaluate and rank responsive Proposals in accordance with the criteria

identified in the RFP. Before submitting a recommendation for final action on this RFP to the City Commission, the City Manager is authorized to “shortlist” and negotiate with one or more of the Proposers who submitted the highest ranked Proposals. As part of these negotiations, the City Manager may request revised Proposals from shortlisted Proposers.

The City Manager has adopted a policy delegating the task of initially ranking responsive Proposals to a Selection Committee. The Selection Committee may require personal interviews with Proposers before submitting its recommendations to the City Manager.

10. **LOCAL PREFERENCE:** Pursuant to the Purchasing Code, preferences may be given in the evaluation of responsive Proposals to Local Vendors. A “Local Vendor” is a vendor which has maintained a permanent place of business with full-time employees within the city limits of the City of Daytona Beach for a minimum of six months prior to the date Proposals were received for the contract at issue, which generally provides from such permanent place of business the kinds of services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

In order to qualify as a Local Vendor, the Proposer must submit a properly completed Local Vendor affidavit as part of its Proposal. A Proposer who fails to properly complete and sign this affidavit or submit it with the Proposal will not be considered for local preference in this RFP. The City is the ultimate arbiter as to whether the Proposer qualifies as a Local Vendor; and the City may require the Proposer to submit additional documentation verifying that the Proposer qualifies as a Local Vendor.

A Proposer qualifying as a Local Vendor will be given the following Preferences:

- a. At the City’s discretion, the Proposer may be given bonus points of up to 10% of the total available points used to score Proposals for purposes of ranking them. The ranking process is described further in Paragraph 8, above. The exact percentage awarded may be adjusted based on the extent of work to be subcontracted to non-local vendors.
- b. After the Selection Committee has evaluated and ranked Proposals, if the highest-ranked Local Vendor’s Proposal would not otherwise be among the list of the highest-ranked Proposals submitted to the City Manager (See Paragraph 8 above), the list will be modified to include the highest-ranked Local Vendor’s Proposal. In addition, if the evaluation criteria referenced in Paragraph 8, above, includes price, all of the Proposers on the modified short list will be given the opportunity to submit best and final fee proposals; and final ranking provided by the Selection Committee will be based on the best and final proposals. For purposes herein, the reference to “best and final” will not serve to alter the City Manager’s authority, as referenced in

Paragraph 8, above, from requiring a short listed Proposer to submit a revised Proposal.

11. **AWARD**: The award will be made by the City to the firm most qualified and offering the best value to the City, which will be determined by evaluation of Proposals using the evaluation criteria contained in the RFP, and in accordance with applicable rules and regulations governing the purchase and contract adopted and established by the City, and the State of Florida.

Any contract resulting from this solicitation may, in the alternative, be awarded by the City of Daytona Beach Community Redevelopment Agency (CRA). Therefore, any bids/proposals submitted in response to this solicitation shall be deemed to be offers to the CRA as well as the City. Any final written contract may be with the CRA instead of the City.

12. **NON-COLLUSION**: By submitting a Proposal in response to the request and signing the Anti-Collusion Statement form enclosed, the Proposer represents that, should the Proposal be accepted, the resulting contract(s) would not violate any provisions of federal law or regulations, or any ordinances or regulations established by the City. The Proposer warrants as an integral and essential part of his/her Proposal: (a) that he/she has not participated in nor is he/she obligated or bound by any agreement, arrangement or other understanding with any person, firm or corporation with respect to the allocation of the business afforded by or resulting from the acceptance of his/her Proposal; (b) that his/her Proposal is or is intended to be competitive and free from any collusion with any person, firm or corporation; and (c) that he/she is not a party to nor has participated in nor is he/she obligated or otherwise bound by any agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning Proposals, prices, terms or conditions upon which the contract(s) resulting from this acceptance is to be performed.
13. **PERMITS, ETC.**: All Proposals submitted shall include in the price the cost of any business or professional licenses, permits or fees required by the City and any agency having jurisdiction over the services solicited through this Request for Proposals.
14. **PATENT INFRINGEMENT, ETC**: By submission of a Proposal the Proposer certifies that the services to be furnished will not infringe any valid patent, copyright, or trademark and the successful Proposer shall, at his/her own expense, defend any and all actions or suits charging such infringement and hold the City harmless in case of any such infringements.
15. **TAXES**: All Proposals shall be exclusive of federal taxes. However, if the Proposer believes that certain other taxes are properly payable by the City, he/she may list such taxes separately in each case directly below the respective item price. Tax exemption certificates will be furnished upon request.

16. **PERFORMANCE**: During the performance of the contract, the Proposer agrees as follows:
- a. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.
 - b. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section.
17. **FLORIDA PUBLIC RECORDS LAW**: Sealed proposals received by the City pursuant to the Request for Proposals will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, all Proposals will be open for a personal inspection by any person pursuant to Public Records Law.
- If the Proposer believes that the Proposal or any portion thereof is permanently exempt from disclosure under the public records laws, the Proposer must state the grounds for this position in CAPITAL LETTERS on the cover sheet accompanying the sealed Proposal. The Proposer will be contacted prior to the opening of the Proposal and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the Proposer may in writing request the return of the sealed Proposal.
18. **EVALUATION CRITERIA**: The weighted evaluation criteria in the Scope of Work will be used to evaluate Proposals and develop a recommendation to the City Manager as described in Section 8, above. Each criterion will be scored between 1 and 5; 1=poor, 2=below average, 3=average, 4=above average, 5=excellent. Scores will be multiplied by the criterion weight for a weighted score; weighted scores will be totaled for the weighted total score.
19. **REFERENCES**: The contact person(s) listed as a reference shall be someone who has personal knowledge of the contractor's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the City may be calling them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.
20. **REJECTION OF PROPOSALS**: The City reserves the right to reject any or all Proposals in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. The City also reserves the right to waive technical defect when in its judgment the best interests of the City thereby will be served.
21. **QUALIFYING PROPOSERS**: Prior to awarding of Proposal, the City may require submission by Proposer of complete financial statement and questionnaire

describing Proposer's financial ability and experience in performance of similar work.

22. **RULES AND REGULATIONS**: All work performed under this agreement shall be in strict compliance with local, State and Federal laws, rules and regulations. Proposer shall assume all liability for fines and penalties assessed by the authorities for any infractions.
23. **MINORITY AND WOMEN WORK FORCE PARTICIPATION**: The City has an established policy of: 1) promoting Minority and Women-Owned Business Enterprise participation in business contracts and 2) requiring Proposers doing business with the City to use good faith efforts to promote cultural diversity and minority participation in the work force, including managerial positions. Proposers must provide information as part of the Proposal acknowledging its understanding and willingness to comply with the Purchasing Code of The City of Daytona Beach.
24. **NO COSTS**: The City of Daytona Beach bears no responsibility for any costs incurred in the preparation of the Proposal.
25. **DRUG FREE WORKPLACE**: The selected firm must provide the Drug Free Workplace Form in accordance with Florida Statute 287.087, prior to Contract award.
26. **PROHIBITION OF LOBBYING**. Except for negotiations authorized by the City Purchasing Code, the Consultants Competitive Negotiations Act, or other state or federal law, lobbying by the Proposer, or the Proposer's principals, officers, employees, attorneys, or other agents, is strictly prohibited during the Blackout Period. Lobbying in violation of this section may cause the proposal to be rejected.

"Lobbying" means influencing or attempting to influence action or non-action in connection with this RFP or the proposal, through direct or indirect oral or written communication with the Mayor, any member of the City Commission, the City Manager, or any other City employee. The following activities are not within the definition of "lobbying," and are permitted: requests for clarification submitted to the Purchasing Agent in accordance with this RFP, discussions with the Selection Committee as part of the selection process, the submission of additional information in response to a request by the City, and addressing the City Commission during the City Commission meeting at which the contract is awarded or all Proposals are rejected.

The Blackout Period begins on the date that this RFP is issued and ends when the contract is awarded or all Proposals are rejected.

27. **SELECTION PROCESS:**

For the purpose of selecting the most qualified firm, the City will use a competitive selection process as set forth in pertinent City and State procurement requirements. The procedure will involve the following steps:

- a. The City will advertise and mail notice of formal Requests For Proposals to interested Proposers.
- b. The City's Selection Committee will review, rank, and shortlist all Proposals received by the established deadline for submission. Oral presentations by the short-listed Proposers to clarify their Proposals may be required. These presentations will serve to explain implementation techniques integral to their written Proposal. Subsequent to the receipt of Proposals, the City may schedule a time for each requested oral presentation at a place convenient to the City.
- c. The City's Selection Committee will then rank each Proposal and prepare a recommendation for approval by the City Manager. Upon receipt of the City Manager's authorization, the City's Project Manager shall negotiate a contract with the highest ranked Proposer(s) approved by the City Manager. Should the Project Manager be unable to negotiate a satisfactory contract with the any of the shortlisted Proposers, the City Manager, or designee, shall terminate such negotiations with any or all of the shortlisted Proposers and begin negotiations with remaining Proposers based on ranking, until negotiations are successful or this RFP is cancelled.
- d. **The City Commission has the sole authority to bind the City to the terms and conditions of a contract that has been approved in a public meeting of the City Commission. The City Commission reserves the right to modify or reject any contract for the acquisition of goods and/or services submitted to it for consideration.**

PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

I. PURPOSE

The purpose of this request is to retain property and casualty insurance brokerage services on a guaranteed fee basis to provide the City the services described below.

The broker selected will have the exclusive right to provide insurance services to the City for the types of coverage included in the Proposal and will be designated as agent of record for the City for that coverage.

The City has renewed some of its insurance policies with its existing broker. The selected broker will be assigned to replace existing coverage as it expires at the request of the City. The selected broker will also procure new insurance, at the request of the City, as exposures are identified and the City determines to transfer the risk by insurance.

The maximum duration of the contract awarded pursuant to this RFP will be three years, with an option to renew in favor of the City for one additional three-year period.

II. BACKGROUND

The City of Daytona Beach, Florida is an incorporated municipality of the State of Florida located within the County of Volusia. The City, which currently encompasses 67 square miles, is located on the central east coast of the State of Florida, 89 miles south of Jacksonville and 50 miles northeast of Orlando.

The City was incorporated on July 26, 1876, and operates under a Commission-Manager form of government and is a full service City empowered to levy a property tax on both real and personal property. The City provides general government, public safety, public works, planning, leisure, community development, and cultural services to its 62,035 residents. To provide these services, the City operates six enterprise activities: a water and sewer system, a solid waste system, a marina (managed by third-party), a municipal golf course, a stormwater system, and a tennis center.

Policy-making and legislative authority are vested in the City Commission consisting of the mayor, elected citywide, and six commissioners elected by district. To effectively manage its financial resources, The City of Daytona Beach prepares and adopts an annual operating budget and a five-year capital program that encompasses all funds as necessary.

Local Economy: The economy of the Daytona Beach area is heavily tourist-oriented and currently draws more than 8.5 million tourists annually for family vacations or to attend any of the seven major special events held in the City throughout the year. The City is rich in outdoor amenities providing recreation on twenty-three miles of accessible Atlantic

Ocean beach. Approximately 85% of those visiting these major special events and the numerous smaller events arrive by car or motorcycle.

Risk Management: The City has a risk management program that includes a self-insured program for workers' compensation and liability exposure, and a purchased insurance program for excess liability and workers' compensation all risk property, employee surety and other selected potential risk exposures where it is felt appropriate to limit any City liability. The program is designed to evaluate the City's exposure and seek price quotes on various coverage levels and deductibles in the insurance market place and determine the level of risk the City can reasonably expect to cover.

III. SCOPE OF SERVICES

Design a property and excess casualty risk financing program for the City which will streamline risk-financing applications as much as possible, and utilize cost-effective self-insured retentions, insurance deductibles, and other risk financing techniques. The City's major property and casualty risk exposure categories are:

Category I

- Commercial property insurance including difference in conditions coverage for City properties with a total insurable value of \$295,000,000. The City also has a boilers and machinery insurance policy with a \$100,000,000 limit of liability.

Category II

- The City has excess liability policies in the amount of \$2,500,000 per occurrence and \$5,000,000 annual aggregate with various self-insured retentions for commercial general liability, commercial automobile, errors and omissions liability, and police professional liability. The City also has an excess workers' compensation policy with statutory coverage and \$5,000,000 in employer's liability coverage.

Category III

- The City maintains other miscellaneous property and casualty policies including but not limited to inland marine insurance, flood insurance, crime/employee dishonesty insurance, and special events liability, liquor liability and storage tank liability insurance with various deductibles and limits of coverage. A schedule of the insurance the City currently maintains with its property and casualty broker's assistance is below:

The selected broker(s) must be able to provide insurance placement and related risk management consulting services to the City for property and casualty Insurance.

The property and casualty insurance broker services shall include the following:

A. Insurance Placement and Marketing Services

1. Maintain contact with insurance markets which are interested, available, and qualified to provide products and services to the City and identify opportunities to improve the products or services or reduce costs.
2. Provide the City with a schedule and timetable for broker activities.
3. Prepare underwriting submissions to risk financing organizations and provide a copy of its submission(s) to the City. The City will assist the broker by issuing general specifications, and by gathering and preparing information for the broker; however the ultimate responsibility for preparation of underwriting submissions and all related expenses will be borne by the broker.
4. Provide a strategy for market coverages. Provide a prioritized list of risk financing organizations to be approached on behalf of the City, and a statement of why this market is able to meet the City's needs. Include an evaluation of the financial stability of the proposed insurer to assume the financial risk that is proposed to be undertaken.
5. Negotiate coverages, policy language, services, limits, retentions, and price on behalf of the City with the proposed insurer. Provide expertise in negotiations with insurers to obtain acceptable policy terms and conditions and in the preparation of manuscript forms and endorsements.
6. Comply with the City's purchasing codes and procedures for obtaining insurance coverages.
7. Begin renewal activities for all insurance coverage in future years a minimum of 60 days before anniversary dates by requesting current underwriting data from the City. Receive insurance proposals and perform analyses to determine which proposals offer the best combination of cost, services, and coverage, at least 30 days prior to the expiration of the policy.

B. Policy Review and Coverage Verification

1. Ensure that all insurance policies provided by insurers conform to the requested coverage and these policies are provided to the City within 45 days after inception of coverage.

2. Maintain a monthly status report, available to the City, identifying all outstanding insurance issues and provide a time line for resolving these outstanding issues. Issue insurance binders to the City prior to inception of any insurance coverage and until policy is issued.
3. Review and evaluate new and renewal policies endorsements or related documents affecting coverage, services, or cost.
4. Continuously monitor the financial condition of insurers providing insurance coverage to the City, including their ability to pay claims promptly and advise the City whenever any insurer is downgraded by any rating agency.
5. Prepare analysis and recommendations of coverage being offered, including financial strength of insurer, limits, retentions, coverages, exclusions, and pricing.
6. Verify all policy terms, conditions, and premium calculations before delivering policies and/or endorsements to the City.
7. Verify all requested changes and premium changes, including any subsequent audits.

C. Loss Prevention

Represent the position of the City concerning recommendations made by insurance companies and, if requested, conduct research to develop documentation to support the City's position. Consult with the City staff as appropriate.

D. Claims Settlement

1. Assist with claim documentation process and coverage interpretation to ensure the City receives maximum loss recoveries in a timely manner.
2. Assist the City in obtaining all payments, including partial payments, for losses from insurance companies.
3. Assist in resolving insurance coverage disputes with insurance companies.

E. Risk Management Consulting

1. Assist the City in preparing annual exposure updates to ensure compliance with terms and conditions of the various insurance coverages.
2. Monitor and evaluate the City's loss exposures for any operational changes that may have a significant impact on its risk management program.

3. Serve as a resource to the City for information on coverage issues, policy interpretation, claim issues, potential exposures, and other issues.

The Broker must be available at all times upon reasonable requests to meet with the City Commission, City Manager, Finance Director, staff, and other City consultants in order to fulfill the Broker's responsibilities.

IV. COMPENSATION AND COMMISSIONS

A. Compensation: The sole compensation paid to the broker selected will be payment of Broker Service Fees. There will be no reimbursement for out-of-pocket expenses or travel costs unless the City expressly agrees otherwise. The proposer should anticipate that the final contract will not provide for such reimbursement except in extraordinary circumstances.

The Broker Service Fee will consist of three separate components, one for each of the risk exposure categories referenced in the scope of services section above. The total Broker Service Fee will be paid as a flat fee. Any proposal that contains proposed fees as a percentage of the City's cost of insurance obtained through the Broker's assistance (including commission), or provides for fees on any other basis other than as a flat fee, will be considered non-responsive unless the insurance policy cannot be written net of commission. If a policy cannot be written net of commission, the Broker should identify such policy(ies) from the list of existing insurance policies and note that in its response with the reason the policy cannot be written net of commission.

The Fees will be subject to Adjustments as provided below.

B. Adjustments: The Fees above will be subject to reduction as follows:

1. **Commissions.** Any commission payments that the selected broker receives in connection with the procurement of insurance coverage for the City pursuant to the contract, will be credited against the Fees owed under the Contract. For purposes herein, "commissions" do not include any of the following:
 - (i) Any contingent payments or allowances received by the broker, or the broker's corporate parent, subsidiaries or affiliated entities, from insurers based on factors which are not client-specific, such as the performance or size of an overall book of business produced with an insurer.
 - (ii) Any payments or allowances to intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) used by the broker for the placement of the City's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence.

(iii) Interest on premiums paid by the City in the ordinary course of business, from the date received by the broker until the date the premiums are remitted to the insurance company or intermediary.

2. Pro-Rata Reduction Based on Number of Policies. Each Fee component will be reduced on a pro-rata basis, based on the number of policies within a Risk Category that the Broker has failed to procure for the City.

a. Payment. The Annual Broker Fee will be paid on a quarterly basis, in arrears.

V. ADDITIONAL CONTRACT TERMS

The selected broker will enter into a written contract with the City before commencing service. Among other things, the contract will require the broker to provide proof of insurance and indemnify the City, and will establish the conditions under which the contract may be terminated prior to expiration. Attached is a draft contract containing many of the conditions that the City anticipates will apply. The final contract will be negotiated between the successful broker and the City.

VI. MINIMUM QUALIFICATIONS OF INSURANCE BROKERS

A. The successful proposer must meet the following minimum qualifications:

1. The proposer and its employees must have all necessary current licenses issued by the Florida Department of Insurance for procurement of the types of insurance for which they wish to act as brokers for the City.
2. The proposer possesses a minimum of ten years of property and casualty experience and the primary business of the firm shall be the insurance business.
3. The proposer must assign a service team to provide brokerage service to the City, which has at least a marketing account executive and a customer service representative. These individuals must each have at least five years' experience providing services to cities and/or other governmental entities.
4. Florida Experience – At least one member of the service team, designated in the proposal forms, must have acted as a broker placing property insurance for a Florida property account which has total insurable values at risk in excess of \$200 million since 2010.
5. Florida Governmental Experience – At least one member of the service team, designated in the proposal forms, must have acted as a broker placing property insurance for a Florida governmental entity since 2010.
6. The proposer will have expertise and experience in placing and reviewing for

accuracy and conformity to specifications and negotiated coverages endorsements and policies similar to the types of insurance coverage currently maintained by the City as identified in Scope of Services and the list in (Figure 1).

7. The Broker shall demonstrate extensive experience providing coverage summaries for all new coverages and updates on changes to existing coverages for the types of insurance coverage currently maintained by the City as identified in Scope of Services.

8. The Broker shall demonstrate extensive experience advising public sector employers in matters related to reinsurance terms and conditions, risk management and indemnification issues, and alternative risk financing techniques.

B. The proposal must include sufficient information for the City to verify that the minimum qualifications are met.

VII. REQUIRED DOCUMENTATION

The proposal must include the following information:

A. Background information on the proposer's firm, including the firm size, how long it has been in business, and the types and sizes of accounts and services provided.

B. A description of the firm's experience as a broker with cities and other government agencies, including whether such agencies are federal, state, or local.

C. The names, addresses, contact persons and phone numbers of Florida cities and other government agencies for which the firm has performed similar work for a period of at least five years; and a description of the relevant services provided for each agency listed.

D. Relevant background information for all members of the Broker's team who would be involved in providing service to the City. The information must describe their respective roles and primary office location, show their respective staff qualification, training, designations, and pertinent experience. This information will be provided in resume form.

E. A narrative statement generally describing why the City should select the proposer; including any examples of creative solutions that the firm may have offered similar clients in the past to the types of insurance problems typical of an organization such as the City.

F. The selected Broker(s) will be required to agree to abide by the terms of the agreement included as (Figure 1).. The Respondent must include a statement in its Proposal that he/she agrees to abide by all the terms of the agreement or provide alternative terms that the respondent would propose to include.

G. A certificate of insurance or describe your firm's errors and omissions coverage, including carrier, limits and deductibles. (a certificate will be required of the selected broker.)

H. Any other information that may help allow the City to ensure that the proposal meets minimum qualifications established above.

VIII. SELECTION CRITERIA

The criteria used by the City to review responsive proposals is as follows:

A The competence and experience of the proposer in insuring other cities and/or government entities. **Weight = 25**

B. The breadth and quality of the services which the proposer will be able to provide the City. The Broker must demonstrate its ability to place multiple insurance coverage types listed in the scope of services. State any coverages that you cannot obtain or have no experience obtaining. **Weight = 20**

C. The length of time the proposer has been in business and availability of qualified personnel and facilities. **Weight = 15**

D. Competitiveness of fees. **Weight = 25**

E. Financial Stability/Responsibility- Qualities and indicators will generally include the capitalization of the Broker; the impact of any recent or foreseen mergers or acquisitions; the history of the Broker, the corporate structure, and the number of years the Broker has been in business; and any unique risks associated with the Broker or industry that would potentially threaten its continued existence as a growing concern. **Weight = 15**

PROPOSAL FORM

**INSURANCE BROKERAGE SERVICES
PROPERTY & CASUALTY INSURANCE**

TO: PURCHASING AGENT
The City of Daytona Beach
P.O. Box 2451
Daytona Beach, FL 32115

PROPOSAL OPENING
DATE: _____

COST QUOTATION

INSTRUCTIONS: Indicate below the proposed annual compensation for providing Insurance brokerage services (Scope of Services, & Figure 1) during the three-year service period (and three year renewal if option exercised by the CITY). Actual annual compensation should be the same as proposed compensation unless "Scope of Services" is changed at the request of the City of Daytona Beach.

Scope of Services & Figure 1 must continue to be provided annually during the period of the Agreement between the City of Daytona Beach and Broker at the flat annual fee. This annual compensation shall be in an agreed amount not subject to any commission from insurance companies or reimbursement for travel or other out-of pocket expenses.

A. Property & Excess Casualty Insurance

(Broker must provide a quote for Broker services for all coverages in categories 1-3 in the scope of services; partial quotes will be not be considered) The annual professional fee is for all costs, fees, charges associated with the broker services rendered as outlined in the scope of services. Any commission payments that the selected broker receives in connection with the procurement of insurance coverage for the City pursuant to these services will be credited against the fees owed under this contract unless said commission is exempt as stated in Section IV. (The previous sentence is only if Commission is received on already existing policies as shown in the scope of services.) If a policy cannot be written net of commission, the broker shall identify the policy from the City's list of existing insurance in (Figure 1). and give reasons why. The compensation for procuring policies that cannot be written net of commission shall be omitted from the Total Annual Broker Service Fee quoted below as the broker's compensation will be the commission for obtaining said policies.

Insurance premiums should not be included in the broker services fees below.

Total Annual Broker Service Fee \$_____

The Broker is allowed commission on any newly placed policies obtained by the broker at the City's request during the contract period that are not included in the current insurance list in (Figure 1).

The undersigned person by his/her signature affixed hereon warrants that:

- A. He/she is an officer or a partner of the respondent or the respondent is a sole proprietor and the enclosed proposal is submitted on behalf of the respondent, and
- B. The respondent authorizes the contact of any references provided in the proposal and specifically authorizes such references to release either orally, or in writing, any appropriate data with respect to the respondent offering this proposal, and
- C. The respondent understands and agrees that the selected broker will receive a monthly pro-rata amount of the amount that respondent quoted above during the first year of the contract depending on when they receive authorization from the City to proceed to renew an expiring coverage for which the City has assigned them as broker. The City's current brokerage agreements will stay in force until the current policies expire, and
- D. He/she has carefully reviewed all of the material and data provided on the respondent's proposal on behalf of the respondent, including attachments C, D, E, F and G, and after specific inquiry, believes all the material and data to be true and correct.

The respondent will agree to all terms of the contract except as follows:

Name of Respondent

Signature of Authorized Representative

Name of Authorized Representative (printed)

Title (printed)

Date

ANTI-COLLUSION STATEMENT

By signing this form, the Proposer agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Proposal for the same purpose and that the Proposal is in all respects fair and without collusion or fraud.

Sign in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPSEER THAT THE SIGNING AND DELIVERY OF THE PROPSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING TERMS AND CONDITIONS AND SCOPE OF SERVICES, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PARTIES.

NAME OF FIRM: _____

SIGNATURE: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

NAME TYPED: _____ TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____ EMAIL: _____

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with the Florida Statute 287.087 hereby certifies that _____ does:

(Proposer)

1. Publish a statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, any Available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1, through Paragraph 5.

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

Date: _____

Signature & Title

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

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

1. This sworn statement is submitted to _____
(print name of the public entity)
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, insert the Social Security Number of the individual signing this sworn statement above:

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 Proposal or CONTRACT for goods or services, any lease for real property, or any CONTRACT for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
- (a) A predecessor or successor of a person convicted of a public entity crime, or

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

- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will 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 will be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding CONTRACT and which bids or applies to Proposal on CONTRACTs for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on Information and belief, the statement which I have marked below is true in relation 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.*)

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF 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 Produced Identification _____ (Type of identification)

Notary Public - State of _____

By: _____

My commission expires _____

(Printed typed or stamped
commissioned name of Notary Public)

LOCAL VENDOR AFFIDAVIT

Complete and submit this form ONLY if you qualify for local preference as provided in the City of Daytona Beach Purchasing Code.

A copy of the Proposer's Daytona Beach Business Tax Receipt must be submitted with this Affidavit.

NAME OF PROPOSER: _____

LOCAL BUSINESS ADDRESS *(street address being used to claim Local Preference, including zip code):*

The undersigned certifies under penalty of perjury each of the following:

The Local Business Address has continuously been used as a Permanent Place of Business with at least one full-time employee since _____.

(Insert date)

The Local Business Address has consistently offered or provided the goods or services being solicited by the City of Daytona Beach during the time referenced above.

The Local Business Address has not been established with the sole purpose of obtaining the advantages that may be granted pursuant to the Local Preference provisions of the City of Daytona Beach Purchasing Code.

Signature *(Must be same person as person signing the Proposal)*

Print Name/Title

Subscribed and sworn to before me

This _____ day of _____ 20_____

(Signature of Notary Public)

My commission expires: _____

The City of Daytona Beach reserves authority to require a copy of the corporate charter, corporate income tax filing return, and any other documents(s) to evaluate the Proposer's Local Preference claim.

**GENERAL SERVICES CONTRACT
CONTRACT NO. 20181**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "City"), and >**[insert full legal name of Contractor, include state where formed if Contractor is anything other than an individual person]** ("Contractor").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. Contractor will provide property & casualty brokerage services as further described in Exhibit A, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract.

Section 2. Reserved.

Section 3. Fee(s).

For the services provided by Contractor pursuant to this Contract, the City will pay Contractor at the rate of \$>_____ / _____.

Unless the Exhibits specifically provides for reimbursement of expenses, the Fees described herein will be CONTRACTOR's sole compensation for the services to be provided. If the Exhibits specifically provide for reimbursement of expenses, such expenses must be commercially reasonable. Except for any reimbursable expenses specifically authorized by Exhibit, CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are due upon completion of specific tasks, or where payments are based on hourly rates. In addition, where payment of reimbursable expenses is specifically provided for, an invoice for such expenses will not be valid unless sufficient documentation is provided to verify that such expenses were incurred and that other conditions have been met.

(c) If an invoice submitted by Contractor is not valid, within 30 days after receipt the City will provide notice to the Contractor identifying the deficiencies.

Section 5. Standard of Performance. Contractor's services will at a minimum meet the level care and skill ordinarily used by members of Contractor's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by Contractor during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

(b) To the extent applicable, Contractor will comply with the requirements of Florida Statutes Section 119.0701, which may include the following:

(1) Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) Providing the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meeting all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Contractor upon termination of this Contract for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When such records are stored electronically, providing the City all records stored electronically in a format that is compatible with the City's information technology systems.

Section 8. Effective Date and Term

The Effective Date of this Contract is 5/21/2020 or the date on which the last Party signs it, whichever is later. The Term of this Contract is 3 years, commencing on the Effective Date. The City will have the option, at its sole discretion, to renew this Contract for 1 term of 3 years and give the Contractor at least 60 days written notice.

If this Contract specifically provides that some or all of Contractor's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Contractor's material breach after notifying Contractor to suspend such services as provided below.

Section 9. Termination.

(a) The City may by written notice to Contractor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Contractor to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Contractor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Contractor's material breach of its contractual obligations, City must provide Contractor prior written notice, specifying the breach and demanding Contractor remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if Contractor fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Contractor will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by Contractor in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, Contractor will be paid compensation for authorized services performed to the date of termination. If termination is due to Contractor's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Contractor will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Contractor's failure to fulfill contractual obligations it is judicially determined by a court of law that the Contractor had not so failed, the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Contractor will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Suspension of Services. If the notice of material breach issued by the City pursuant to the preceding Section so directs, Contractor will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 11. Indemnification. BROKER will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the BROKER's negligent acts or omissions, or reckless or intentionally wrongful conduct in the performance of this Contract. For purposes of this Section, the term, "BROKER," includes BROKER's officers, employees, and agents, including subcontractors and other persons employed or used by BROKER. This indemnification agreement is separate and apart from, and no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 12. Insurance. BROKER will provide and maintain at BROKER's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of BROKER, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including **(i) Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring BROKER and any other interests, including but not limited to any associated or subsidiary

companies involved in the work; and **(ii) Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used by the BROKER in the performance of this Contract.

THE POLICIES DESCRIBED IN THIS PARAGRAPH 12(a)(2)(i) WILL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$1,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(3) Professional Liability Insurance, insuring BROKER and other interests, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Contract. The limit of liability will be no less than \$5,000,000.

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date no later than the Effective Date and with a three year reporting tail beyond the annual expiration date of the policy.

(b) Proof of Insurance. BROKER will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. BROKER will not commence work until all proof of all required insurance has been filed with and approved by the CITY. BROKER will furnish such proof in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the CITY, BROKER will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) Cancellation; Replacement Required. BROKER will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without BROKER's prior knowledge BROKER will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at BROKER'S expense if BROKER fails to do so.

(d) Termination of Insurance. BROKER may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and BROKER has received written notification from the Risk Management Division of the CITY that BROKER may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of BROKER if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. BROKER's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, BROKER's liabilities under this Contract will not be limited by the existence of any exclusions or limitations in insurance coverages, or by BROKER's failure to obtain insurance coverage.

BROKER will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by BROKER that does not meet the requirements of this Contract.

Section 13. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, **transmitted to a receiving fax machine followed by hard copy within two days,** or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:
Mark Jones:
Risk Manager
City of Daytona Beach
301 S. Ridgewood Ave
Daytona Beach, FL 32115
Fax:

To BROKER:
Name: _____
Title: _____
Address: _____
Address: _____
City/State/Zip: _____
Fax: _____

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 14. Personnel. Contractor represents that Contractor has or will secure at Contractor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. City's Responsibilities. The City agrees to make available for review and use by the Contractor, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Contractor to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers. Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Contractor, will be construed to operate as a waiver of the City's rights under this Contract. Contractor will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Contractor's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 17. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in

the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 18. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the City's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, Contractor will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Contractor.

(d) Truth in Negotiations Certificate. Contractor hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of Contractor's services under this Contract.

(f) Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract 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 Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Contractor agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Contractor agrees to comply with the provisions of Title 7 of the Civil Rights

Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind Contractor. The undersigned representative of Contractor represents and warrants the he or she is fully authorized to bind Contractor to the terms and conditions of this Contract.

(n) Incorporation of RFP and Proposal. The City's Request for Proposals 20181, and the Contractor's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

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(o) Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

CONTRACTOR

By: _____
> Mayor or >City Manager

By: _____
Printed Name: _____

Date: _____

Title: _____
Date: _____

Attest: _____
Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____
Marie Hartman, City Attorney

EXHIBIT A: Scope of Services
[to be provided and labeled—discard this sheet]

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EXHIBIT B
[DELETE IF SECTION 3 SPECIFIES PRICING STRUCTURE]

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