City of Key West

RFP #07-015

Request for Proposals:
Property and Casualty Insurance Coverage

Proposals due by 3:00 PM, July 8, 2015

City of Key West Purchasing
Finance/Budget Department
c/o Ben Few & Company, Inc.
4560 Via Royale, Ste. 3
Fort Myers, FL 33919
Phone: (239) 334-7727

All questions to be e-mailed to Ben Few IV:
bfewiv@benfew.com.

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EXHIBITS:

A. PGIT Pkg Decs, Coverage Forms, Travelers Crime Policy
B. Property Schedule
C. Assetworks Property Appraisal as of 7/31/13
D. Inland Marine Schedule
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H. Ancillary Marine, Storage Tank, AD&D Policies

Section X must be returned with your proposal

City of Key West
I. Introduction / General Information

INTRODUCTION - The City of Key West, Florida is requesting proposals for the following lines of insurance coverage: property (including inland marine and equipment breakdown); crime; general liability (including law enforcement liability); auto liability; public official liability (including employment practices liability); workers' compensation; and a multi-line stop loss aggregate. Coverage for exposures associated with marine operations is also being requested: marina operator legal liability; wharfingers; hull coverage; pollution liability; and storage tank liability. Insurance is to be effective October 1, 2015. Please visit www.cityofkeywest-fl.gov for financial information and other information regarding the City's profile.

Proposals are due no later than 3:00pm on Wednesday, July 8, 2015. Sealed proposals are to be sent to: **City of Key West**
City Clerk's Office
3126 Flagler Avenue
Key West, FL 33040

Proposers may offer quotes on all coverage or separate lines of coverage. Failure to provide quotes on all lines of coverage will not result in automatic rejection of proposals. It is requested that proposers show a premium breakdown for each line of coverage proposed. Although the City has requested several types of coverage, some types may not be purchased. Currently, the City's package policy is written with PGIT, and its ancillary lines are written elsewhere, all placed by Public Risk Insurance Agency. At this time, the City wishes to continue its self-insurance program for all general liability, POL/EPLI, automobile liability, and worker's compensation, with excess coverage in these areas. The City's current TPA is Ascension Benefits & Insurance Solutions of Florida. A summary of the City's current program is shown below:

LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR	PREMIUM 10/1/14-15 as bound
PACKAGE POLICY - EFFECTIVE 10/1/14-15 **Preferred Governmental Insurance Trust**			
Property:			
Buildings & Contents	$71,344,215	$25,000	$672,587
Equipment Breakdown	$50,000,000	$25,000	
Excess Flood	$5,000,000	A/V Zones 5% or Excess NFIP	
Catastrophic Vehicle Coverage	$12,995,299	$25,000	
Named Windstorm for all Property	Included	5%/$35,000 minimum	
Additional Expense	$1,000,000	Same as Property	
Debris Removal	$2,000,000	Same as Property	
Demolition, Ordinance and ICC	$2,250,000	Same as Property	

Inland Marine	$3,745,037	Same as Property	$26,215
See Policy for Additional Coverage Extensions			
		Sub-Total	**$698,802**
General Liability:			
GL	$1,000,000	$100,000	$41,639
Employee Benefits	$1,000,000	$100,000	
Law Enforcement Liability	$1,000,000	$100,000	$45,442
		Sub-Total	**$87,081**
Automobile:			
Auto Liability	$1,000,000	$100,000	$47,379
UM	rejected		
Physical Damage	See Property		
Hired Physical Damage	none		
Medical Payments	none		
		Sub-Total	**$47,379**
Public Officials Liability:			
POL	$1,000,000/$1,000,000	$100,000	$51,800
EPLI	$1,000,000/$1,000,000	$100,000	
		Sub-Total	**$51,800**
Excess Work Comp: PGIT			
Employers Liability	1m/1m/1m	$325,000	$125,821
Workers Compensation	Statutory		
		Sub-Total	**$125,821**
Stop Loss Aggregate			
Applies to GL/LEL, AL, POL, EPLI, WC	Total of all claims SIR/deductible during the policy periods	$1,600,000	$16,000
(no maintenance deductible or Limit)		**Sub-Total**	**$16,000**
TOTAL PACKAGE			**$1,026,883**
Ancillary Policies			
Outer MOLL XS GL - 10/1 Great American	$4M xs $1,000,000	$25,000	$10,130
Crime - Travelers - 10/1 (Cvg O Limit)	$975,000.00	$25,000	$3,284
MOLL- Great American - 10/1	$1,000,000.00	$2,500	$16,235
Wharfingers - Great American - 10/1	$2,000,000.00	$10,000	$26,585
Hull - Great American - 10/1	$964,256.00	$5,000 AOP/5% Wind	$12,242
Vessel Pollution - Great American - 10/1	$1m/$1m		$4,971
Tank Storage Liab - Commerce & Industry - 10/1	$1m/$10m	$25,000	$2,138
Tank Storage Liab - IL Union - 11/1	$1m/$2m	$10,000	$2,277
Statutory AD&D - Chartis - 10/1	Statutory		$5,801
Pollution/Tank Liab - XL - 11/1/14-	$1.25M/$3M	$100,000	$12,455

11/1/17			
Subtotal, Ancillary Policies			**$96,119**

At this time, coverage is not being requested for the storage tank liability policies with renewal dates of 11/1, or for NFIP policies.

All proposers and carriers must be licensed to conduct business in the State of Florida. Carriers should be of acceptable financial strength as rated by A.M. Best and other comparable rating agencies. Self-insurance funds are acceptable, but proposers must attach the fund/trust's latest financial statement to their proposal.

Proposers should indicate the carrier's most favorable terms of premium payment for all policies quoted.

Due care and diligence have been exercised in preparing these specifications, and all information is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information rest solely with the proposer. Neither the City of Key West, Ben Few & Company, Inc. nor any of either entity's representatives shall be responsible for any error or omission in these specifications, nor for the failure on the part of the proposer to understand the full extent of the exposure.

UNINTENTIONAL OMISSION OF EXPOSURE - In accord with the above paragraph, all due care and diligence have been exercised in preparing these specifications; however, in the event that an exposure has been unintentionally omitted, the proposing carrier should include an endorsement protecting the City from denial of coverage in the event of a loss to that omitted item. This endorsement should provide coverage for unintentionally omitted items as well as providing that premiums must be paid retroactively to the effective date of the policy, or date of addition of any item of exposure, whichever is later.

NAMED INSURED - The CITY OF KEY WEST shall be the named insured of the accepted policies. However, the policy should be endorsed to cover elected officials, members of councils, boards, including board members of the CRA and LRA, commissions, authorities or agencies, etc. and employees and volunteers of the City.

Any requests for additional information or clarification should be submitted in writing to the attention of Ben Few IV, at bfewiv@benfew.com.

Each Firm shall examine all requests for proposal documents and judge all matters relating to the adequacy and accuracy of such documents.

The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. If any addenda are issued to this request for proposal, the City will attempt to notify all prospective Firms who have secured same.

It shall be the responsibility of each Firm, prior to submitting the proposal, to verify whether any addenda were issued.

<u>The deadline for any inquiry or request for clarification/ information regarding this RFP shall be Tuesday, June 16, 2015.</u>

SELECTION PROCESS - All proposals will be evaluated and consideration will be given to the areas of cost, coverage, service capabilities, and financial stability of the provider. However, the City of Key West reserves the right to reject any or all proposals, to waive formalities and to accept or reject all or any part of any proposal as it may deem to be in the best interest of the City. The City also reserves the right to negotiate or not negotiate with individual proposers. **Proposals will be evaluated by a committee and scored based on a 100-point scale in the areas of: proposer qualifications/experience in providing insurance to Government Entities (10 points); customer service and service capabilities, including loss control services (20 points); responsiveness to the RFP, in terms of comprehensiveness of property and casualty coverage, carrier financial stability, and coverage options (30 points); pricing (35 points); and references (5 points).** In a publicly noticed meeting, the selection committee will meet to review and discuss the proposals. Based on the evaluation criteria noted in this paragraph, the committee will submit a ranking to the City Commission, who shall have the final decision making authority. Final award will be made by the City Commission, based solely on the response which, in their opinion, is in the best interest of the City of Key West, all factors considered. The final selection will likely be on the agenda of the City Commission Meeting scheduled to be held at 6:00 p.m. on September 1, 2015. The City Commission will authorize the City Manager to execute all necessary documents relative to the chosen proposal.

CONTRACT TERMS - The effective date of the proposed lines of coverage will be October 1, 2015. Rates should be guaranteed for a minimum of twelve (12) months. Longer guarantee periods are solicited. Subsequent renewal terms of this contract will be based upon satisfactory service along with acceptability of cost and financial stability of the carrier. Any rate increase or intent to terminate coverage must be preceded by a minimum of ninety (90) days notice to the City of Key West.

NON-WAIVER OF SOVEREIGN IMMUNITY - In accord with Florida Statute 768.28, which preserves the City's sovereign immunity, insurers shall not be permitted to endorse policies to waive the City's sovereign immunity above $200,000 per claim or judgment/$300,000 per incident or occurrence.

DRUG-FREE WORKPLACE STATEMENT – It is recommended that the attached Drug-Free Workplace Form be completed and returned as applicable to the proposer and/or insurer. This, and subsequent required forms, can be found in Section X of the RFP. It is not mandatory that the proposer and/or insurer have a Drug-Free Workplace in order to respond to the RFP.

CONE OF SILENCE – All individuals must comply with and sign the required form in regards to the City of Key West Ordinance Section 2-773 Cone of Silence. Failure to abide by this provision may serve as grounds for ineligibility for award of this contract to the proposer.

EQUAL OPPORTUNITY – The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

DOMESTIC PARTNESHIP BENEFITS – All firms must comply with and sign attached document in regards to the City of Key West Ordinance 2-799 equal benefits for domestic partners.

PUBLIC ENTITY CRIME – A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit Proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a vendor 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 for in s. 287.017 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list.

CONFLICT OF INTEREST – Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

PROHIBITION OF GIFTS TO CITY EMPLOYEES – No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

MINIMUM QUALIFICATIONS – Proposers must be duly licensed by, and in good standing with, the State of Florida. Proposers must have experience in providing services for governmental organizations and preferably municipalities that are similar in size and scope to Key West. Proposers must describe and demonstrate their expertise and experience in placing insurance for similarly-sized entities.

LOSS CONTROL SERVICES – The City of Key West relies heavily on its current broker/carriers to provide loss control services. Proposers should provide information on loss control services they offer, and complete the respective page in Section X.

PROPOSAL SUBMISSION / FORMAT – Proposers shall submit one (1) original proposal marked ‘original’ and three (3) flash drives, containing PDF files of the proposal. Proposals should include separate sections on proposer experience/qualifications and service capabilities including loss control, and with respect to coverage offering, should generally follow the format as set in this RFP, in that they should be organized by line of coverage. Section X of this RFP should be completed and returned by all proposers, including all City-required forms.

CALENDAR

All written questions and inquiries are due	Tuesday, June 16, 2015
Proposals due not later than 3:00 PM	Wednesday, July 8, 2015
Submit Evaluation Results to Commission	Tuesday, August 11, 2015
Commission Approval Date	Tuesday, September 1, 2015

PROPOSER INSURANCE REQUIREMENTS –All Proposers will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits: $2,000,000 Aggregate
$1,000,000 Each Occurrence
$2,000,000 Products / Comp Op Agg
$1,000,000 Personal & Advertising Injury

Coverage must include the following:

- Contractual Liability
- CG2010 (1185) or Equivalent
- Premises / Operations
- Commercial Form
- Broad Form Property Damage
- Products / Completed Operations
- Independent Contractors (if any part of the work is to be subcontracted out)
- Personal Injury

Automobile Liability: $1,000,000 Combined Single Limit
(Include Hired & Non-Owned Liability)

Professional Liability: $2,000,000 Per Claim / Aggregate

Worker's Compensation: Statutory
Employer's Liability: $100,000 Each Accident
$500,000 Disease-Policy Limit
$100,000 Disease-Each Employee

The above reflects the minimum requirements for working with the City of Key West. The City of Key West must be named as an additional insured under all policies other than worker's compensation and professional liability. The Proposer's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsements (CG 20101185 or combination of CG2010 and CG2037 will be accepted).

Proposers must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any applicable policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. Certificates of insurance must remain current and must include copies of the requested endorsements (additional insured, waivers of subrogation).

INDEMNIFICATION – Proposer hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of Proposer's negligent acts, errors or omissions or intentional acts in the performance of Proposer's services, or any of their respective affiliates, in connection with this RFP. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City and the Proposer, they shall be borne by each party in proportion to its negligence.

City of Key West
II. Property Coverage

INSURED PERILS - Proposers are directed to base quotes on the "special form" (all-risk), including theft and sinkhole perils. Currently, windstorm coverage is included at full TIV, and should not be excluded in the proposed property policy. Physical damage for automobiles is included on a catastrophic basis only (no over-the-road coverage).

Coverage Requirements:

SPECIAL FORM	BLANKET COVERAGE
REPLACEMENT COST	COINSURANCE WAIVED
AGREED AMOUNT	$25,000 AOP DEDUCTIBLE
WAIVER OF REQUIREMENT TO REBUILD	5% NAMED STORM DEDUCTIBLE

Coverage Limits / Deductibles:

LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR
Property:		
Buildings & Contents	$71,344,215	$25,000
Loss of Business Income	$50,000	
Excess Flood	$5,000,000	$25,000 or A/V Zones 5% or Excess NFIP
Catastrophic Vehicle Coverage	$12,995,299	$25,000
Named Windstorm for all Property	Full TIV	5%/$35,000 minimum
Additional Expense	$1,000,000	Same as Property
Inland Marine:		
Contractor's/Mobile Equipment	$2,177,095	Same as Property
EDP Equipment	$1,210,941	Same as Property
Other Inland Marine	$357,000	Same as Property
Equipment Breakdown:		
Prop Damage, Bus Inc, Addt'l Exp, Per Accident	$50,000,000	$25,000
Water Damage	$500,000	$25,000
Ammonia Contamination	$500,000	$25,000
Hazardous Substance Coverage	$500,000	$25,000
Utility Interruption (24 hr waiting period)	$2,000,000	$25,000
Spoilage Damage	$250,000	$25,000
Ordinance or Law	$500,000	$25,000
Expediting Expense	$1,000,000	$25,000

Property Coverage Extensions:

Accounts Receivable	$250,000 in any one occurrence
Animals	$1,000 any one Animal $5,000 Annual Aggregate in any one agreement period
Buildings Under Construction	If shown on Property Schedule
Debris Removal Expense	$2,000,000 in any one occurrence
Demolition Cost, Operation of Building Laws and Increased Construction Cost	$2,250,000 in any one occurrence
Duty to Defend	Included
Errors and Omissions	$250,000 in any one occurrence
Expediting Expenses	$5,000.00 in any one occurrence
Fire Department Charges	$25,000 in any one occurrence
Fungus Cleanup Expense	$10,000 in any one occurrence $20,000 Annual Aggregate in any one agreement period
Lawns, Plants, Trees and	$25,000 in any one occurrence
New Locations	$2,000,000 in any one occurrence for up to 60 days from the date such
Personal Property of Employees	$25,000 for any one employee
Pollution Cleanup Expense	$25,000 in any one occurrence
Professional Fees	$10,000 in any one occurrence
Recertification	$10,000 in any one occurrence
Service Interruption Coverage	$100,000 in any one occurrence
Transit	$250,000 in any one occurrence
Vehicle Property Coverage	$11,014,080 in any one occurrence
Preservation of Property	$250,000 in any one occurrence

Optional loss limits and/or retentions will be considered; however, any deviations from the specifications above must be identified by the proposer.

See the attached Exhibits for rating information. Values from Exhibits B and E supersede differing values found elsewhere in the coverage documents, appraisal, etc., with the exception of the Building & Contents limit above.

The above Building & Contents limit of $71,334,215 differs from the total value in Exhibit B – Property Schedule, in that the above limit includes an additional $5.2 million in building value for a structure currently under construction which is scheduled to be complete as of 9/15/15. This facility will be a new transit system; the underwriting information is as follows:

Property address: **5701 COLLEGE ROAD**
Square footage: **20,000 SF**
Number of stories: **10,000 SF TWO STORY, 10,000 SF ONE STORY**
Construction type (i.e. framed, joisted masonry, masonry non-combustible fire resistive): **MASONRY NON-COMBUSTIBLE WITH STEEL BAR JOISTS**
Projected completion date: **SEPTEMBER 15, 2015**
Roof shape, pitch, and type of covering: **50% FLAT WITH SBS MODIFIED BIT ROOF, 50% WITH MONOSLOPED STANDING SEAM METAL ROOF**

City of Key West
III. Crime Coverage

LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR
Crime:		
Fidelity: Employee Theft	$975,000	$25,000
Forgery or Alteration	$75,000	$25,000
On Premises	$250,000	$25,000
In Transit	$250,000	$25,000
Computer Crime	$975,000	$25,000
Electronic Funds Transfer	$975,000	$25,000

Rating Basis:
Total number of employees: 482
Volunteers: 0
Total number of locations: 11
Number of locations outside the USA: 0
Number of employees outside the USA: 0

Total amount inside premises, all locations:
Cash: $6 million
Retail checks: $22.3 million
Credit card receipts: $4.9 million

Total amount transported by messenger outside premises, all locations:
Cash: $1.4 million
Retail checks: $6 million

Supplemental Crime Questions:

1) Scope of financial statement preparation:
   a. CPA Audit
2) Date last audit was completed:
   a. 9/30/14
3) Is audit rendered to regulatory authority?
   a. Yes
4) Were any discrepancies or internal control deficiencies commented upon in the audit?
   a. No
5) Is there an internal audit department under the control of an employee who is a public accountant or equivalent?
   a. No
6) Are all locations audited?
   a. Yes
7) Are bank account statements reconciled at least monthly?
   a. Yes
8) Does someone other than the person responsible for reconciling bank accounts:
   Make deposits?

a. Yes

Make withdrawals?

a. Yes

Sign checks?

a. Yes

9) Is countersignature of checks required?

a. Yes

10) Is segregation of duties practiced in the following areas:

Vendor approval?

a. Yes

Purchase order approval?

a. Yes

Oversight of blank check stock?

a. Yes

Retail checks and credit card receipts?

a. Yes

11) Are all incoming checks stamped 'for deposit only' immediately upon receipt?

a. Yes

12) Are inventory records computerized?

a. Yes

13) Is dual authorization required for all wire transfers?

a. Yes

14) Are the same internal controls listed above imposed on all locations and entities?

a. Yes

15) Is any employee responsible for the investment of public monies?

a. Yes

Is an investment policy in place that sets forth specified types of approved investments?

a. Yes

16) Is there a software security system in place to detect fraudulent computer usage by employees, agents, and outsiders?

a. Yes

17) Are passwords and access codes changed at regular intervals and when users are terminated?

a. Yes

18) Are computer programmers permitted to use machines with programs they have written?

a. No

19) Are computer check writing functions separate from check authorization?

a. Yes

20) Are EDP systems, programs, and procedures, including changes thereto, authorized, documented and tested?

a. Yes

21) Is there physical and functional segregation of personnel and periodic job shifts of job rotations?

a. Yes

22) Are transfer verifications sent to an employee or department other than the one that initiated the transfer?
   a. No

City of Key West
IV. Public Official Liability / Employment Practices Liability

LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR
Public Officials Liability:		
POL	$1,000,000/$1,000,000	$100,000
EPLI	$1,000,000/$1,000,000	$100,000

Endorsements:

Enhanced employment liability (or other similar endorsement which deletes the exclusion for mental anguish, shock, humiliation, and injury to personal or business reputation).

Rating Basis:

Population	25,550
Total Board Members	7

Supplemental POL/EPLI Questions:

1) Are Board Members elected?
   a. Yes
2) How many employees hold professional designations?
   a. 12-15
3) Has any bond issue been defeated within the past three years?
   a. No
4) Has the public entity been in default on the principal or interest on any bond?
   a. No
5) Has your POL/EPLI coverage ever been cancelled or non-renewed?
   a. No
6) Do you have a zoning commission?
   a. No
7) Does the public entity's legal counsel attend all meetings of the planning and zoning board?
   a. Yes
8) Do officials receive training with respect to "open meetings" and hearing regulations?
   a. Yes
9) Is there a written master plan for economic development?
   a. No
10) Are there formally approved land use ordinances?
   a. Yes
11) Is there a formal procedure to file for a variance to land use statutes?
   a. Yes
12) Is there a formal process for application and approval of permits and licenses?
   a. Yes
13) Is there a formal written policy prohibiting elected officials and/or board members from sitting on decision in which they may have a conflict of interest?

a. Yes

14) In the past 5 years have there been any disputes or claims involving a wrongful "taking", zoning variance, or land use right?
    a. No
15) In the past 5 years have there been any disputes or claims involving the approval of building permits, design, or code enforcement?
    a. Yes
16) In the past 5 years have there been any disputes, claims, or complaints involving open or closed landfills?
    a. No
17) Indicate total employment turnover during the last 3 years for full-time employees terminated (vol/invol).
    a. 257
18) For how many individuals (no FEIN) does applicant report earnings on IRS Form 1099?
    a. Approximately 48
19) Has there been a layoff of employees or reduction in service in the last three years?
    a. No
20) Indicate current number of employees employed more than 10 years.
    a. 146
21) Indicate current number of employees employed between 2-10 years.
    a. 230
22) Indicate current number of employees employed less than 2 years.
    a. 106
23) Over the last 5 years has any person made a claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, treatment, or termination of employment?
    a. Yes
24) Within the past 5 years, has/does any official or employee have any knowledge of any fact, circumstance, or situation which might reasonably be expected to give rise to a claim against them or against the entity?
    a. Yes
25) Do supervisors receive training in the proper implementation of your policies and procedures?
    a. Yes
26) Do you have a written employment manual including all personnel policies and procedures?
    a. Yes
27) Date employment manual written or last updated.
    a. 1/1/2010
28) Is this manual reviewed by counsel experienced and qualified in employment law?
    a. Yes
29) Do policies and procedures comply with state and federal guidelines?

a. Yes

30) Is this manual distributed to all employees upon hiring?
    a. Yes
31) Do you have a written policy with respect to both sexual and non-sexual harassment?
    a. Yes
32) Do you follow a formal written procedure for employee disputes/complaints?
    a. Yes
33) Are all actions to dismiss or demote employees reviewed in advance by legal counsel?
    a. No
34) Do you require that due process be served and documented for all proceedings involving dismissal, demotion, or suspension?
    a. Yes
35) Are all probationary or disciplinary actions recorded in writing and signed by the employee?
    a. Yes
36) Are you an Equal Opportunity Employer?
    a. Yes
37) Have job descriptions been drafted for regular full-time positions?
    a. Yes

Optional limits and/or retentions will be considered; however, any deviations from the specifications above must be identified by the proposer.

City of Key West
V. Automobile Liability

LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR
Automobile:		
Auto Liability	$1,000,000	$100,000
UM	rejected	
Physical Damage	Cat Coverage Only (See Property)	
Hired Physical Damage	none	
Medical Payments	none	

All vehicles are owned by the City of Key West, and travel within a 50 mile radius.

See Exhibit E – Automobile Schedule for rating information.

Supplemental Automobile Questions:

1) Automobile liability territory?
    a. Within 50 miles
2) Hired and non-owned liability?
    a. Yes
3) Automobile liability medical payment limit?
    a. No
4) Uninsured/underinsured motorist limit?
    a. No
5) Are safety inspection records maintained?
    a. Yes

Optional limits and/or retentions will be considered; however, any deviations from the specifications above must be identified by the proposer.

City of Key West
VI. General Liability

LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR
General Liability:		
Bodily Injury and Property Damage Per Occurrence	$1,000,000	$100,000
Personal Injury and Advertising Injury	Included	
Products / Completed Operations	Included	
Employee Benefits Per Occurrence	$1,000,000	$100,000
Fire Damage Limit	Included	
Sewer Backup & Water Damage Coverage	$10,000 Per Claimant $200,000 Aggregate	
Pesticide / Herbicide Limit	$1,000,000 Aggregate	
Law Enforcement Liability	$1,000,000	$100,000

**Coverage should include, but not be limited to:

- XCU coverage not excluded
- Fire legal liability
- Employee benefits liability
- Liquor liability
- Off-Duty coverage
- Mutual law enforcement coverage
- Contractual liability
- Limited worldwide coverage
- Principle of eminent domain

**Note: It is the City's intention to have the broadest most comprehensive coverage available. Please base all quotes on that knowledge.

Supplemental General Liability Questions:

1) Contractors / Vendors required to provide certificates of insurance?
   a. Yes
2) Hold harmless agreements?
   a. Yes
3) Additional insured?
   a. Yes
4) Groups using facilities required to provide certificates of insurance?
   a. Yes
5) Hold harmless agreements?
   a. Yes
6) Additional insured?
   a. Yes
7) Are all hazardous materials secured / locked according to legal standards?
   a. Yes

Optional limits and/or retentions will be considered; however, any deviations from the specifications above must be identified by the proposer.

City of Key West
VII. Workers' Compensation

LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR
Excess Work Comp: PGIT		
Employers Liability	1m/1m/1m	$325,000
Workers Compensation	Statutory	

Total number of employees: **482**

Specific limit each accident:

(A)	Part one – Worker's Compensation	Statutory
(B)	Part two – Employer's Liability	$1,000,000

Specific limit each employee for disease:

(A)	Part one – Worker's Compensation	Statutory
(B)	Part two – Employer's Liability	1,000,000

Specific Retention:

Each Accident	$325,000
Each Employee for Disease	$325,000

.

Payroll by Classification:

5509	**Street/Road Construction**	**$1,091,931**
6836	**Marina & Drivers**	**$794,521**
7382	**Bus Co: All Other Employees & Drivers**	**$839,454**
7590	**Garbage Works**	**$188,015**
7704	**Firefighters & Drivers**	**$6,264,064**
7720	**Police Officers & Drivers**	**$7,917,566**
8380	**Automobile Service or Repair Center & Drivers**	**$351,180**
8392	**Auto Storage Garage, Parking Lot**	**$34,492**
8810	**Clerical**	**$6,294,291**
8820	**Attorney – All Employees including Clerical**	**$562,258**
9015	**Buildings Ops by Owner**	**$451,989**
9102	**Park NOC – All Employees & Drivers**	**$1,066,879**
9410	**Municipal, Township, County or State Employee NOC**	**$1,067,607**

Supplemental Worker's Compensation Questions:

1) Is there a formal drug free program in operation?
   a. Yes
2) Is there a formal safety program in operation?
   a. Yes
3) Is there a formal Return to Work-Light Duty program in place for all operational areas?
   a. Yes
4) Does applicant own, operate, or lease aircraft/watercraft?

   a. Yes, watercraft
5) Any work performed underground or above 15 feet?
   a. Yes
6) Any work performed on docks, barges, vessels, bridges, or over water?
   a. Yes
7) Are subcontractors used?
   a. Yes
8) Are COI's required from subcontractors?
   a. Yes
9) Do you lease employees to or from other employers?
   a. No
10) Are physical, required after offers of employment are made?
   a. Yes, police and fire
11) Does employer have a safety committee?
   a. Yes
12) Is there a formal review of all workplace accidents?
   a. Yes

City of Key West
VIII. Stop Loss Aggregate

LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR
Stop Loss Aggregate	Total of all claims SIR/deductible during the policy periods	
Applies to GL/LEL, AL, POL, EPLI, WC		$1,600,000
(no maintenance deductible or Limit)		

Please provide options for a stop loss aggregate similar to what the City currently utilizes in its package policy.

Optional limits and/or retentions will be considered; however, any deviations from the specifications above must be identified by the proposer.

City of Key West
IX. Ancillary Marine, Storage Tank Policies

LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR
Ancillary Policies		
MOLL XS GL - 10/1 Great American	$4M xs $1,000,000	$25,000
MOLL - Great American - 10/1	$1,000,000.00	$2,500
Wharfingers - Great American - 10/1	$2,000,000.00	$10,000
Hull - Great American - 10/1	$964,256.00	$5,000 AOP/5% Wind
Vessel Pollution - Great American - 10/1	$1m/$1m	
Tank Storage Liab - Commerce & Industry - 10/1	$1m/$10m	$25,000
Statutory AD&D - Chartis - 10/1	Statutory	

See Exhibits G and H for policy information and rating information. References in Exhibit G to storage tank policies with renewal dates other than 10/1 should be disregarded, as quotes are not being sought for those policies at this time.

Optional limits and/or retentions will be considered; however, any deviations from the specifications above must be identified by the proposer.

City of Key West
X. Proposal Summary Form / Questionnaire

Type of Coverage: **Property; Inland Marine; Equipment Breakdown**

Proposer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____

Insurer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____
Current AM Best Rating _____

PREMIUMS & RATING STRUCTURE:

Coverage	**Limit**	Premium
Building/Contents	$71,344,215	$_____
Equipment Breakdown	$50,000,000	$_____
Excess Flood	$5,000,000	$_____
Catastrophic Vehicle Coverage	$12,995,299	$_____
Debris Removal	$2,000,000	$_____
Additional Expense	$1,000,000	$_____
Demo, Ordinance, ICC	$2,250,000	$_____
Inland Marine	$3,745,037	$_____
TOTAL PROPERTY PREMIUM		$_____

Property Questionnaire

	Yes	No
Is coverage written on a "Special Form"?	___	___
Replacement cost applies to all property, inland marine and B&M forms?	___	___
Blanket coverage applies to all property, inland marine and B&M forms?	___	___
Agreed amount applies to all property, inland marine and B&M forms?	___	___
Forms include Waiver of Requirement to Rebuild?	___	___
Is rate guarantee for more than one year? If so, for how long? _____	___	___
Is windstorm included in property form?	___	___

If not, describe windstorm coverage and premium breakdown _____

Please describe Carrier's most favorable premium payment terms_____

Please describe any deviations from property, etc. specifications _____

Type of Coverage: **Crime**

Proposer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____

Insurer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____
Current AM Best Rating _____

PREMIUMS & RATING STRUCTURE:

Coverage	Limit	Premium
Employee Dishonesty	$975,000	$_____
Forgery or Alteration	$75,000	$_____
TDD Inside	$250,000	$_____
TDD Outside	$250,000	$_____
Computer Fraud	$975,000	$_____
Electronic Funds Transfer	$975,000	$_____

Please describe any deviations from specifications or special conditions in this policy_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Type of Coverage: **Public Official Liability / Employment Practices Liability**

Proposer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____

Insurer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____
Current AM Best Rating _____

PREMIUMS & RATING STRUCTURE:

Coverage	Limit	Premium
POL	$1,000,000	$_____
EPLI	$1,000,000	$_____

	Yes	No
Is policy subject to audit?	___	___
Does policy include coverage for employment related practices?	___	___

Please describe final rate and rating basis_____
_____
_____
_____
_____

Please explain any deviations from the coverage requested_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Type of Coverage: **Automobile Liability**

Proposer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____

Insurer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____
Current AM Best Rating _____

PREMIUMS & RATING STRUCTURE:

Coverage	Limit	Premium
Auto Liability	$1,000,000	$_____

	Yes	No
Is policy subject to audit?	___	___

Please describe final rate and rating basis_____
_____
_____
_____
_____

Type of Coverage: **General Liability / Law Enforcement Liability**

Proposer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____

Insurer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____
Current AM Best Rating _____

PREMIUMS & RATING STRUCTURE:

Coverage	Limit	Premium
General Liability	$1,000,000	$_____
LEL	$1,000,000	$_____

	Yes	No
Is policy subject to audit?	___	___

Please describe final rate and rating basis_____
_____
_____
_____
_____

Please explain any deviations from the coverage requested_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Type of Coverage: **Workers' Compensation**

Proposer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____

Insurer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____
Current AM Best Rating _____

PREMIUMS & RATING STRUCTURE:

Coverage	Limit	Premium
Excess Worker's Compensation	Statutory	
Excess Employer's Liability	$1,000,000	$_____

Normal premium multiplied by _____% to give annual premium of $_____
Minimum premium $_____
Deposit Premium $_____

	Yes	No
On an "if any" basis:		
Is coverage for volunteers included?	___	___
Is coverage for U.S. Longshoremen and Harbor Worker's coverage included?	___	___

Type of Coverage: **Stop Loss Aggregate**

Proposer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____

Insurer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____
Current AM Best Rating _____

PREMIUMS & RATING STRUCTURE:

Coverage	Limit	Premium
Stop Loss Aggregate	$1,600,000	$_____

Please describe any deviations from specifications or special conditions in this policy_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Type of Coverage: **Ancillary Marine, Storage Tank Policies**

Proposer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____

Insurer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____
Current AM Best Rating _____

PREMIUMS & RATING STRUCTURE:

Coverage	Limit	Premium
MOLL Excess	$4,000,000	$_____
MOLL Primary	$1,000,000	$_____
Wharfingers	$2,000,000	$_____
Hull Coverage	$964,256	$_____
Vessel Pollution	$1,000,000	$_____
Storage Tank Liability	$1,000,000	$_____
AD&D	Statutory	$_____

Please describe any deviations from specifications or special conditions in these policies ___
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Loss Control Services

Proposer_____
Address_____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____

Insurer (if applicable) _____
Address _____
Contact_____ Telephone (___) ___-____ FAX(___) ___-____
Current AM Best Rating _____

Please detail available loss control services:

SERVICE	YES/NO
Employee Practices Hot Line	
Employment Law Seminar	
Sexual Harassment Seminars	
Sample Personnel Policy and Procedures	
Contract Evaluations	
Risk Management Seminars and on Site Training & Seminars	
If yes, how often?	
Police Liability/ Critical Incident Hot Line	
On Site Risk Analysis, Including Third Party Liability	
Safety Program Development, Including Third Party Liability	
Regulatory Assistance	
Indoor Air Quality Analysis	
Industrial Hygiene Analysis	
Monthly Loss Runs by Type of Loss and Department	
Appraisals	

Please describe all available loss control services offered by the proposer: _____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Premium Summary

Annual Premium for Property	$_____
Annual Premium for Crime	$_____
Annual Premium for POL / EPLI	$_____
Annual Premium for Automobile Liability	$_____
Annual Premium for GL / LEL	$_____
Annual Premium for Workers' Compensation	$_____
Annual Premium for Stop Loss Aggregate	$_____
Annual Premium for Ancillary Marine, Storage Tank Policies	$_____
*TOTAL ANNUAL PREMIUM FOR ALL COVERAGES QUOTED	$_____

*Please type or print "N/A" in lieu of a premium if a line of coverage is not being offered in this proposal.

General Questionnaire

1. Have proposals been submitted per the RFP instructions (1 original, 3 flash drives)? _____

2. Are proposed rates valid until October 1, 2015, or later? _____

3. Are proposed rates guaranteed for at least 12 months? _____ Longer? _____

4. Have you attached the Public Entity Crimes Statement? _____

5. Have you attached the Drug Free Workplace Statement? _____

8. Have you complied with the Conflict of Interest Statement by including names of Individuals that may be affected? _____ If applicable, names_____
_____

9. If you have deviated from the specifications, have you attached explanations of all deviations? _____

10. Have you included all pages of Section X, whether or not proposing each coverage? **(MANDATORY)**

DRUG FREE WORKPLACE FORM

The undersigned PROPOSER in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and 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 bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 893 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 so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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

_____
Signature

_____
Date

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS

COUNTY OF MONROE

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my family or by an officer of the business or corporation.

BY: _____

sworn and prescribed before me this_____day of_____, 2015

_____
Notary Public, State of Florida

My commission expires _____

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.

b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.

c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

o Not a local vendor pursuant to Ordinance 09-22 Section 2-798
o Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: _____ Phone: _____

Current Local Address: _____ Fax: _____

(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

_____ _____
Signature of Authorized Representative Date

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798 (cont.)

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me this _____day of _____, 20___.

By_____, of_____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced _____as identification.
(type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

_____
Title or Rank

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 _____

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 entity has no FEIN, include Social Security number of individual signing.

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

3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), 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:

> 1. A predecessor or successor of a person convicted of a public entity crime; or
> 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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 bid on contracts 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.

6. Based on the 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, or any 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 any 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 any 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 copy of final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 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 THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

_____
Date

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, _____

who after first being sworn by me, affixed his/her signature in the space

above this _____day of _____, 2015.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

_____
Firm

_____ _____
Signature Date

_____
Name Printed

_____
Title of Person Signing Affidavit

State of _____

City of _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____, by

_____ , who is personally known to me to be the _____

for the Firm, OR who produced the following identification: _____.

_____
Notary Public

My Commission Expires: _____

CONE OF SILENCE

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors,

employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

BY:_____

sworn and prescribed before me this _____ day of _____ , 2015

_____
NOTARY PUBLIC, State of Florida

My commission expires:_____

Sec. 2-773. Cone of silence.

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

(1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Completive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

(2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.

(3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

(4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.

(5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications.
A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

(1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
(2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's

Representative and the Mayor, City Commissioners, or their respective staff;

(3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

(4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications
Notwithstanding the foregoing, nothing contained herein shall prohibit:

(1) Communication between members of the public who are not Vendors or a Vendor’s representative and any city employee, official or member of the City Commission;

(2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation;

(3) Oral communications at duly noticed pre-bid conferences;

(4) Oral presentations before publically noticed evaluation and/or selection committees;

(5) Contract discussions during any duly noticed public meeting;

(6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or

(8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;

(d) Procedure

(1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

(3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

(1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence

under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA

: SS

COUNTY OF _____

I, the undersigned hereby duly sworn, depose and say that the firm of _____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

BY:_____

sworn and prescribed before me this _____ day of _____ , 2015

_____
NOTARY PUBLIC, State of Florida

My commission expires:_____

City Ordinance Sec. 2-799

Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

(1) ***Benefits*** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.

(2) ***Bid*** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.

(3) ***Cash equivalent*** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.

b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.

c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.

(4) ***Contract*** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.

(5) ***Contractor*** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.

(6) ***Covered contract*** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars ($20,000).

(7) ***Domestic partner*** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

(8) ***Equal benefits*** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

(1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

(2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.

(3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.

(4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.

(5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.

(6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.

(7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

(1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.

(2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.

(3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.

(4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

(1) The failure to comply may be deemed to be a material breach of the covered contract; or

(2) The city may terminate the covered contract; or

(3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or

(4) The city may also pursue any and all other remedies at law or in equity for any breach;

(5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

(1) The contractor does not provide benefits to employees' spouses.

(2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.

(3) The contractor is a governmental entity.

(4) The sale or lease of city property.

(5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").

(6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

(7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:

a. The covered contract is necessary to respond to an emergency.

b. Where only one bid response is received.

c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.

(f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.

(g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.