PORT ORANGE CITY COUNCIL

SPECIAL MEETING/WORKSHOP

Council Chambers

Tuesday, April 26, 2016 @ 6:30 PM

Pursuant to Section 3.06 of the Charter of the City of Port Orange, the Mayor has called a **Special Meeting/Workshop** of the City Council to be held for the following purposes:

OPENING

1. Pledge of Allegiance
2. Silent Invocation
3. Roll Call
4. Rules of Procedure
5. Memorial Park Honorees Recognition

SPECIAL MEETING AGENDA

CONSENT AGENDA

6. Resolution No. 16-25 - ICMA-RC 401(A) Plan 108373
7. Resolution No. 16-26 - ICMA-RC 401(A) Plan 108499
8. Resolution No. 16-27 - ICMA-RC 401(A) Plan 109110
9. Resolution No. 16-28 - ICMA-RC 401(A) Plan 106920
10. Resolution No. 16-29 - ICMA-RC 401(A) Plan 108525

REGULAR AGENDA

11. Rejection of Proposals for RFP #16-11 - Insurance Broker Services

WORKSHOP AGENDA

DISCUSSION ITEMS

12. Riverwalk Phase 2 Linear Park Development
13. City Center Complex - Landscape Design and Improvements
14. Monthly Finance Report

ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE; IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/26/2016

Consent item: No

SUBJECT: Memorial Park Honorees Recognition

DEPARTMENT: City Manager

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: The Mayor and City Council will recognize nine individuals whose commitment and involvement in the community made a positive impact on our community. The nine represent different sectors of the community as well as the government sector. Their names will be added to the plaque at Memorial Park, 3801 Jackson Street, Port Orange.

Senator Dorothy Hukill
Robert Shelton
Charles "Chuck" Johnson
Craig Morrisey
Lil Berard
Ricky Wilker
Bob Pohlmann
Dennis Kennedy
Nathan "Pop" Johnson

Project No.:	Funding Account No.:

ATTACHMENTS:

Robin Fenwick Created/Initiated - 04/21/2016

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/26/2016

Consent item: No

SUBJECT: Resolution No. 16-25 - ICMA-RC 401(A) Plan 108373

DEPARTMENT: Administrative Services

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Resolution No. 16-25.

SUMMARY: See attached Resolution for adjustments as required by the IRS.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 16-25	Reso. No. 16-25.pdf

Tracy London	Created/Initiated - 04/21/2016
Margaret Roberts	Approved - 04/21/2016
M. Jake Johansson	Final Approval - 04/21/2016

RESOLUTION NO. 16-25

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE 401(A) PLAN 108373; PROVIDING FOR ADJUSTMENTS AS REQUIRED BY THE INTERNAL REVENUE SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a qualified retirement plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personal management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the continuance of the qualified retirement plan will serve these objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, that the Employer hereby amends and restates the qualified retirement plan (the "Plan") with adjustments as set forth in **Exhibit "A"**, attached hereto, in the form of: (select one)

[X] The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust

OR

[ ] The Plan and Trust and any associated amendments provided by the Employer (executed copies attached hereto)

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participates and their beneficiaries;

BE IT FURTHER RESOLVED the employer hereby agrees to serve as Trustee under the Plan.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

I, Robin L. Fenwick, City Clerk of the City of Port Orange, do hereby certify that the foregoing resolution proposed by the City of Port Orange, was duly passed and adopted by the City Council of the City of Port Orange at a regular meeting thereof assembled this _____ day of _____, 2016, by the following vote:

AYES:

NAYS:

ABSENT:

Robin L. Fenwick, CMC, City Clerk

(SEAL)

EXHIBIT "A"

401(A) Plan 108373 Adoption Agreement Adjustments

Section V. ELIGIBILITY REQUIREMENTS should read as such:

General Employees - Members in the City of Port Orange General Employees' Retirement System hired prior to October 1, 2003 who have waived participation in the n/k/a General Employees Defined Benefit Retirement Plan; positions not included in a certified bargaining unit hired on or after October 1, 2010; and positions in the Coastal Florida Public Employees Association, Local 5000 bargaining unit, hired on or after January 1, 2012 and who have elected to participate in Plan #108373, the General Employees Defined Contribution Retirement Plan.

Section VI. CONTRIBUTION PROVISIONS 2. B. should read as such:

Variable Employer Match of Voluntary Participant Contributions. The Employer shall contribute on behalf of each participant an amount determined as follows (subject to the limitations of Article V of the Plan):

0.5% of the Voluntary Participant Contributions made by the Participant to the 457 Deferred Compensation Plan for the Plan Year (not including Participant contributions exceeding ____% of Earnings or $ _____);

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate ____% of Earnings or $ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed

$ _____ or up to 3 % of Earnings, whichever is ___ more or ___ less.

Section XIV. ACCRUED LEAVE CONTRIBUTIONS 2. Employee Designated Accrued Leave Contribution Should read as such:

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to 100 % of the allowable amount (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/26/2016

Consent item: No

SUBJECT: Resolution No. 16-26 - ICMA-RC 401(A) Plan 108499

DEPARTMENT: Administrative Services

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Resolution No. 16-26.

SUMMARY: See attached Resolution for adjustments as required by the IRS.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 16-26	Reso. No. 16-26.pdf

Tracy London	Created/Initiated - 04/21/2016
Margaret Roberts	Approved - 04/21/2016
M. Jake Johansson	Final Approval - 04/21/2016

RESOLUTION NO. 16-26

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE 401(A) PLAN 108499; PROVIDING FOR ADJUSTMENTS AS REQUIRED BY THE INTERNAL REVENUE SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a qualified retirement plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personal management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the continuance of the qualified retirement plan will serve these objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, that the Employer hereby amends and restates the qualified retirement plan (the "Plan") with adjustments as set forth in **Exhibit "A"**, attached hereto, in the form of: (select one)

[X] The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust

OR

[ ] The Plan and Trust and any associated amendments provided by the Employer (executed copies attached hereto)

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participates and their beneficiaries;

BE IT FURTHER RESOLVED the employer hereby agrees to serve as Trustee under the Plan.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, City Clerk

Adopted on the day of

Reviewed and Approved: Margaret T. Roberts, City Attorney

I, Robin L. Fenwick, City Clerk of the City of Port Orange, do hereby certify that the foregoing resolution proposed by the City of Port Orange, was duly passed and adopted by the City Council of the City of Port Orange at a regular meeting thereof assembled this _____ day of _____, 2016, by the following vote:

AYES:

NAYS:

ABSENT:

Robin L. Fenwick, CMC, City Clerk

(SEAL)

EXHIBIT "A"

401(A) Plan 108499 Adoption Agreement Adjustments

Section V. ELIGIBILITY REQUIREMENTS should read as such:

Employees covered under fixed term written contracts hired prior to October 1, 2010 who waived participation in the General Employees Defined Benefit Retirement Plan and employees covered under fixed term written contracts hired after to October 1, 2010.

Section XIV. ACCRUED LEAVE CONTRIBUTIONS 2. Employee Designated Accrued Leave Contribution Should read as such:

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to 100 % of the allowable amount (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/26/2016

Consent item: No

SUBJECT: Resolution No. 16-27 - ICMA-RC 401(A) Plan 109110

DEPARTMENT: Administrative Services

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Resolution No. 16-27

SUMMARY: See attached Resolution for adjustments as required by the IRS.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 16-27	Reso. No. 16-27.pdf

Tracy London	Created/Initiated - 04/21/2016
Margaret Roberts	Approved - 04/21/2016
M. Jake Johansson	Final Approval - 04/21/2016

RESOLUTION NO. 16-27

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE 401(A) PLAN 109110; PROVIDING FOR ADJUSTMENTS AS REQUIRED BY THE INTERNAL REVENUE SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a qualified retirement plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personal management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the continuance of the qualified retirement plan will serve these objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, that the Employer hereby amends and restates the qualified retirement plan (the "Plan") with adjustments as set forth in **Exhibit "A"**, attached hereto, in the form of: (select one)

[X] The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust

OR

[ ] The Plan and Trust and any associated amendments provided by the Employer (executed copies attached hereto)

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participates and their beneficiaries;

BE IT FURTHER RESOLVED the employer hereby agrees to serve as Trustee under the Plan.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

I, Robin L. Fenwick, City Clerk of the City of Port Orange, do hereby certify that the foregoing resolution proposed by the City of Port Orange, was duly passed and adopted by the City Council of the City of Port Orange at a regular meeting thereof assembled this _____ day of _____, 2016, by the following vote:

AYES:

NAYS:

ABSENT:

Robin L. Fenwick, CMC, City Clerk

(SEAL)

EXHIBIT "A"

401(A) Plan 109110 Adoption Agreement Adjustments

Section V. ELIGIBILITY REQUIREMENTS should read as such:

Unclassified employees who are not members of a defined benefit plan.

Section XIV. ACCRUED LEAVE CONTRIBUTIONS 2. Employee Designated Accrued Leave Contribution Should read as such:

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to 100 % of the allowable amount (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/26/2016

Consent item: No

SUBJECT: Resolution No. 16-28 - ICMA-RC 401(A) Plan 106920

DEPARTMENT: Administrative Services

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution No. 16-28.

SUMMARY: See Resolution No. 6-28 attached.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 16-28	Reso. No. 16-28.pdf

Tracy London	Created/Initiated - 04/21/2016
Margaret Roberts	Approved - 04/21/2016
M. Jake Johansson	Final Approval - 04/21/2016

RESOLUTION NO. 16-28

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE 401(A) PLAN 106920; PROVIDING FOR ADJUSTMENTS AS REQUIRED BY THE INTERNAL REVENUE SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a qualified retirement plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personal management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the continuance of the qualified retirement plan will serve these objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, that the Employer hereby amends and restates the qualified retirement plan (the "Plan") with adjustments as set forth in **Exhibit "A"**, attached hereto, in the form of: (select one)

[X] The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust

OR

[ ] The Plan and Trust and any associated amendments provided by the Employer (executed copies attached hereto)

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BE IT FURTHER RESOLVED the employer hereby agrees to serve as Trustee under the Plan.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

I, Robin L. Fenwick, City Clerk of the City of Port Orange, do hereby certify that the foregoing resolution proposed by the City of Port Orange, was duly passed and adopted by the City Council of the City of Port Orange at a regular meeting thereof assembled this _____ day of _____, 2016, by the following vote:

AYES:

NAYS:

ABSENT:

Robin L. Fenwick, CMC, City Clerk

(SEAL)

Exhibit "A"

THIS EXHIBIT WILL BE PROVIDED SEPARATELY

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/26/2016

Consent item: No

SUBJECT: Resolution No. 16-29 - ICMA-RC 401(A) Plan 108525

DEPARTMENT: Administrative Services

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution No. 16-29

SUMMARY: See attached Resolution for adjustments as required by the IRS.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 16-29	Reso. No. 16-29.pdf

Tracy London	Created/Initiated - 04/21/2016
Margaret Roberts	Approved - 04/21/2016
M. Jake Johansson	Final Approval - 04/21/2016

RESOLUTION NO. 16-29

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE 401(A) PLAN 108525; PROVIDING FOR ADJUSTMENTS AS REQUIRED BY THE INTERNAL REVENUE SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a qualified retirement plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personal management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the continuance of the qualified retirement plan will serve these objectives.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, that the Employer hereby amends and restates the qualified retirement plan (the "Plan") with adjustments as set forth in **Exhibit "A"**, attached hereto, in the form of: (select one)

[X] The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust

OR

[ ] The Plan and Trust and any associated amendments provided by the Employer (executed copies attached hereto)

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participates and their beneficiaries;

BE IT FURTHER RESOLVED the employer hereby agrees to serve as Trustee under the Plan.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

I, Robin L. Fenwick, City Clerk of the City of Port Orange, do hereby certify that the foregoing resolution proposed by the City of Port Orange, was duly passed and adopted by the City Council of the City of Port Orange at a regular meeting thereof assembled this _____ day of _____, 2016, by the following vote:

AYES:

NAYS:

ABSENT:

Robin L. Fenwick, CMC, City Clerk

(SEAL)

Exhibit "A"

THIS EXHIBIT WILL BE PROVIDED SEPARATELY

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/26/2016

Consent item: No

SUBJECT: Rejection of Proposals for RFP #16-11 - Insurance Broker Services

DEPARTMENT: Administrative Services

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to reject all proposals for RFP# 16-11 for Insurance Broker Services.

SUMMARY:

Proposals for RFP # 16-11, Insurance Brokerage Services, were received and opened on Tuesday, February 9, 2016. The eight proposals were from Acension Benefits & Insurance Solutions, Inc., Arthur J. Gallagher & Co., BB&T J. Rolfe Davis Insurance Services, Bouchard Insurance Client First, Brown & Brown of Florida, Inc. – Daytona Beach, Dawson Companies, Gehring Group Insurance Brokers & Consultants, and Reames Employee Benefits Solutions, Inc.

On March 2, 2016, the Evaluation Committee scored and ranked the proposals and determined to conduct oral presentations for the top two scoring vendors, Brown & Brown of Florida, Inc. and Arthur J. Gallagher & Company.

On March 7, 2016, after hearing oral presentations from the top two firms, the Evaluation Committee unanimously recommended that city council award the contract to Arthur J. Gallagher & Company. Brown & Brown of Florida, Inc. filed a protest citing ambiguities in the evaluation process. Specifically, the scoring for the oral presentation portion was not clearly identified in the RFP document. If it had been clearly defined, it may have influenced the oral presentation and consequent result. A Protest Hearing was held on March 24, 2016, and the City Manager determined on March 31, 2016 to recommend rejection of all proposals and for the City to improve the RFP process.

Accordingly, it is requested that all proposals received be rejected in order to improve the RFP process to allow all proposers to participate on a fair platform and to be evaluated on a clear and consistent criteria, scope and cost comparison for the City's insurance renewal in 2017.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Brown & Brown Letter	Brown & Brown Letter.pdf
2.	RFP 16-11 Document	RFP 16-11 Insurance Brokerage Services Final.pdf
3.	RFP 16-11 Addendum No 1	RFP 16-11 Addendum No 1.PDF
4.	RFP 16-11 Addendum No 2	RFP 16-11 Addendum No 2.pdf
5.	RFP 16-11 Addendum No 3	RFP 16-11 Addendum No 3.pdf
6.	RFP 16-11 Tabulation Sheet	RFP 16-11 Tabulation Sheet.pdf
7.	RFP 16-11 Initial Evaluation 03.02.16	RFP-16-11 Initial Evaluation 03.02.16.pdf
8.	RFP 16-11 Oral Presentation -	RFP16-11 Final Ranking and ROA (03.07.16).pdf

	Final Ranking	
9.	Arthur J Gallagher Response to Protest	Gallagher response to bid protest (03.17.16).pdf
10.	Notice of Scheduled Protest Meeting	Notice of Scheduled Protest Meeting.pdf
11.	Protest Meeting Packet	RFP 16-11 Protest Meeting Packet_agenda and supporting documents.pdf
12.	Protest Hearing Findings by the City Manager	Protest Hearing Findings by the City Manager.pdf

Robin Fenwick	Created/Initiated - 04/19/2016
Diana Fye	Approved - 04/20/2016
Tracey Riehm	Approved - 04/21/2016
Margaret Roberts	Approved - 04/21/2016
M. Jake Johansson	Final Approval - 04/21/2016

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

March 31, 2016

Mr. Alan Florez
Executive Vice President
Brown & Brown, Inc.
220 South Ridgewood Avenue
Daytona Beach, FL 32114

Re: City of Port Orange
RFP #16-11 Insurance Broker Services
Brown & Brown, Inc. Formal Protest

Dear Mr. Florez:

Thank you for your participation at the Protest Hearing held on March 24, 2016.

I have reviewed and considered the materials and the presentation of information as provided in the hearing. Pursuant to the RFP#16-11, the city evaluation committee conducted a written review of the proposals and ranked the Brown & Brown proposal first and the Gallagher proposal second with the intent to also conduct follow-up questions and oral presentations with the top two proposers. Thereafter, both proposers provided written responses to questions and made oral presentations. The criteria for evaluating the written proposals did differ from the criteria for evaluating the oral presentations.

The committee conducted the oral presentations in accordance with the terms of the RFP. After the oral presentations, the committee ranked the Brown & Brown proposal second and the Gallagher proposal first.

Brown & Brown has protested that (1) the city used different criteria for each evaluation process and the resultant change in the ranking, and (2) the city's cost proposals form did not provide for comparisons of the various services and issues related to direct access, local preference and on-line enrollment, as well as any change of actual or perceived price proposals.

I have determined that the RFP#16-11 requires process improvement to provide an opportunity to all proposers to participate in the RFP for Insurance Broker Services on a fair platform and to be evaluated on clear and consistent criteria, scope and cost comparisons. To resolve this protest, I recommend that the city improve the RFP process for the insurance broker services and that the city council reject all proposals for RFP# 16-11.

It is unfortunate that May 1, 2016, is the insurance open enrollment for city employees; and that July 1, 2016, is the renewal date for implementing the scope of services contained in the RFP for health and other related insurance coverage. The city lacks sufficient time to rewrite and request proposals for the upcoming renewal process. Subsequent to council's decision on my recommendation to reject all proposals, the city staff shall be required to conduct the renewal negotiations without insurance broker services.

Brown & Brown may appeal my decision as set forth in this letter to the city council at a formal council meeting.

Sincerely,

M. H. Johansson
City Manager

MHJ:cr

CITY OF PORT ORANGE, FLORIDA

Insurance Brokerage Services
RFP #16-11

Prepared by:

City of Port Orange Purchasing Division

December 2015

Release date: **December 29, 2015**
Non -Mandatory pre-proposal meeting: **January 12, 2016 at 10:30 a.m.**
Last day for questions: **January 19, 2016 at 5:00 p.m.**
Proposal due date and time: **February 9, 2016 at 2:30 p.m.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
dfye@port-orange.org
www.port-orange.org

SECTION 00020

Legal Notice to Proposers
RFP #16-11 Insurance Brokerage Services

Notice is hereby given that the City of Port Orange is soliciting proposals for Insurance Brokerage Services. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 P.M. on February 9, 2016** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the proposer unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the proposer responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in council chambers.

There will be a Non-Mandatory pre-proposal meeting for the project at **10:30 A.M**. (local time) on **January 12, 2016** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. Although the Pre-Bid meeting is not mandatory, it will offer potential bidders the opportunity to ask questions and discuss the project/specifications directly with staff.

DESCRIPTION: **Insurance Brokerage Services**

All proposals are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all proposals will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Diana M. Fye, CPPB, FCPA, Purchasing Manager, 1000 City Center Circle, Port Orange, Florida 32129 via email dfye@port-orange.org. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, dfye@port-orange.org and reference "Questions on RFP #16-11 Insurance Brokerage Services" in the subject line. Last day for questions will be January 19, 2016**.**

All proposers are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be **submitted in the City Clerk's office** with one (1**)** original, five (5) copies and one (1) digital (CD or flash drive) version, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE** plainly marked on the outside: **"RFP #16-11 Insurance Brokerage Services".**

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – **December 29, 2015**

SECTION 00025

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CITY OF PORT ORANGE
RFP #16-11 Insurance Brokerage Services

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00040	Proposer's Checklist
00050	Proposer's Submittal Checklist
00060	Standard Purchase Definitions
00070	General Requirements for RFP's
00080	Additional Information
00090	Scope of Services & Requirements for RFP
00100	Local Business Affidavit
00110	Sworn Statement on Public Entity Crimes
00120	Anti-Collusion Statement
00130	Drug Free Preference Statement
00140	Standard City of Port Orange Contract Documents

SECTION 00030

City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

RFP #16-11

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Insurance Brokerage Services

RFP RELEASE DATE: December 29, 2015

NON MANDATORY PRE-BID MEETING DATE & TIME: January 12, 2016 at 10:30 A.M. City Hall Chambers

RFP DEADLINE FOR QUESTIONS: January 19, 2016 at 5:00 P.M.

RFP DUE DATE & TIME: February 9, 2016 at 2:30 P.M. City Hall, City Clerk's Office

Proposals Received After the Above Date and Time Will Not Be Considered.

If returning as a "No Submission," please state reason (s): _____

PROPOSER'S COMPANY NAME: _____

PROPOSER'S COMPANY MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

ACKNOWLEDGMENT OF ADDENDA: **(You must circle the correct # of addenda issued)** 0 1 2 3 4 5

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____
DATED

SECTION 00040

City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

PROPOSER'S CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Port Orange

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ **Note the Purchasing Manager's name, address, phone numbers and e-mail address.** This is the only person (or their designee) you are allowed to communicate with regarding the Proposal and is an excellent source of information for any questions you may have.

3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the proposal.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Manager by the due date listed in the RFP and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for a proposal are posted on www.demandstar.com website and will include all questions asked and answered concerning the RFP. It is the proposer's responsibility to be sure all addenda were received.

5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Don't assume the City or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.

7. _____ **Use the forms provided**, i.e., cover page, proposer acknowledgment form, exhibits, etc.

8. _____ **Check the website for RFP addenda's.** Before submitting your response, check the DemandStar website at www.demandstar.com to determine whether any addenda were issued for the RFP. If so, you must circle for each addenda issued on the "Proposer acknowledgement form".

9. _____ **Review and read the RFP document again.** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.

10. _____ **Submit your response on time.** Note all the dates and times listed in the proposal and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

SECTION 00050

PROPOSER'S SUBMITTAL CHECKLIST

City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

This checklist is for the Proposer's use in preparing their proposal. It is not intended to include all details necessary to prepare a proposal and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the proposer from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable proposal.

Proposer's Submittal Checklist:

Envelope: (1) original, (5) copies and (1) digital (CD or flash drive) version of the proposal (tabbed, indexed and in the following order)

- ☐ 1. Table of Contents (Section 00025)
- ☐ 2. Proposer Acknowledgement Form (Section 00030)
- ☐ 3. Letter of Interest (Section 00090)
- ☐ 4. Proposer's Checklist (Section 00040)
- ☐ 5. Listing of Previous Experience (Section 00090)
- ☐ 6. Staff Qualifications (Section 00090)
- ☐ 7. Methodology and Implementation Process (Section 00090)
- ☐ 8. Public Entity Crime Statement: (Section 00110)
- ☐ 9. Anti-Collusion Statement (Section 00120)
- ☐ 10. Drug Free/Tie Preference Statement (Section 00130)
- ☐ 11. Insurance Certificates – Submit a Copy (Section 00080)
- ☐ 12. Fee Proposal. (Section 00090)
- ☐ 13. Local Business Affidavit – (Section 00100) Optional)
- ☐ 14. Exceptions,(If applicable)

SECTION 00060

CITY OF PORT ORANGE
PURCHASING DIVISION

STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.

3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.

4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract.

5. Bidder or Proposer is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

6. Bid Guaranty guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract

7. Bids are responses to an Invitation for Bids.

8. City means the City of Port Orange.

9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.

10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.

11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.

12. Due Date means the date and time specified for receipt of Bids.

13. Goods are supplies, materials, or equipment.

14. Invitation for Bid (IFB) or Bid means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.

15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.

17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

18. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.

19. Pre-Bid Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.

20. Professional Services means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

21. Proposal is a complete, properly signed response to a Request for Proposal, which if accepted, would bind the Bidder to perform the resultant Contract.

22. Purchase Order is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

23. Request for Proposal (RFP) means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.

24. Services include all work or labor performed for the City on an independent contractor basis other than construction.

25. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.

26. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.

27. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

SECTION 00070

CITY OF PORT ORANGE
PURCHASING DIVISION

GENERAL REQUIREMENTS FOR RFP

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised bids; however, these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDA

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders should acknowledge all addenda by circling the quantity of addenda received on the "Bidder Acknowledgment Form" and include it in the returned bid package. Failure to acknowledge the correct number of addenda issued may result in rejection of the bid. It is the responsibility of the Bidder/Proposer to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this Invitation for Bid/Request for Proposal or in any addendum to the BID/RFP. Where there appears to be a conflict between the BID/RFP and any addenda issued, the last addendum issued shall prevail.

3. ANTI-COLLUSION STATEMENT

By submitting this bid, the Bidder/Proposer affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud. Additionally, Bidder/Proposer agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the Bidder/Proposer. In submitting a bid to the City of Port Orange, the Bidder/Proposer offers and agrees that if the bid is accepted, the Bidder/Proposer shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder/Proposer.

4. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

5. ASSIGNMENT

The successful Bidder/Proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Bidder/Proposer from all contractual obligations.

6. CONTRACT

Any acquisition above the $25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to $25,000.00. The City of Port Orange, Florida reserves the right to reject any and all bids or to waive any and all non-substantial irregularity in bids received, whenever such waiver or rejection is in the best interest of the City.

7. BID FORM COMPLETION, SUBMISSION AND RECEIPT OF BIDS

Unless otherwise specified, Bidders/Proposers shall use the bid forms supplied by the Purchasing Division. Bids shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's/Proposer's authorized representative. Bids containing erasures or corrections must be initialed by the Bidder/Proposer in ink. Bids shall be submitted by mail or hand delivery only. No Bids will be accepted by facsimile transmission, e-mail or other electronic delivery. Bids submitted by mail shall be addressed to: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Bids submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Bid submittals will be accepted until 2:30 p.m. on the date indicated in the bid documents or as addenda issued by the City. One (1) envelope shall be submitted. The envelope contains required forms/price and will be evaluated and deemed responsive or non-responsive. All bids deemed non-responsive will be returned to the Bidder/Proposer and will not be opened.

Bids (Envelope) shall contain one (1) original and five (5) copies and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE. The envelope shall be plainly marked on the outside to include the bid project name, bid number and name of the bidder/proposer.

8. BID RETURNS

Bidder/Proposers shall return all completed bids to the City of Port Orange at the addresses set forth in paragraph 7 above on the date and at the time specified. Late bids will not be accepted and shall be returned to Bidder/Proposers unopened.

9. BID PROTEST

Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, Bids, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed in writing within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. Upon receipt of the formal written protest that has been timely filed, the agency shall stop the solicitation or contract award process until the subject of the protest is resolved by final agency action, unless the agency head sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The agency shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

1. As soon as possible after receipt, the Purchasing Manager provides written bid protest to City Manager, City Attorney, and Department Head involved and Supervisor directly involved in acquisition.
2. Purchasing Manager schedules an informal meeting with an appeals committee consisting of the above mentioned individuals and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager renders a decision.
3. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council issues their decision. For the most part, the City Council's decision is final. The protestor can appeal the decision by taking court action only on very narrow defined grounds. Decisions at all levels must be in writing to the protestor.

10. BID TABULATION
Bidders/Proposers who wish to receive a copy of the bid tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at dfye@port-orange.org.

11. BONDS
If this bid requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bond/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Bidder/Proposer may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Bidder's/Proposer's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Bidder's/Proposer's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the IFB/RFP which appears in the newspaper. Unsuccessful Bidders/Proposers are entitled to the return of their surety where the Purchasing Manager has required such. A successful Bidder/Proposer shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Bidder/Proposer to enter into a contract within the time specified after the award of bid.

12. CHANGE ORDERS
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders shall be made in writing by the City of Port Orange Purchasing Division.

13. CONDUCT OF PROPOSERS
All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Proposal Evaluation Committee, City Council members, or staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Bidder/Proposer. All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Proposal Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder/Proposer. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Proposal Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

14. CONFLICT OF INTEREST
For purposes of determining any possible conflict of interest, all Bidders/Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder's/Proposer's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

15. CONFLICT OF INSTRUCTIONS
If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

16. CONTRACT OBLIGATION
The City of Port Orange City Council shall approve the contract if greater than $25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Bidder/Proposer. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

17. CONTRACT RENEWALS
Renewals may be made ONLY by written agreement between the City of Port Orange and the Bidder/Proposer. Any price escalations are limited to those stated by the Bidder/Proposer on the original bid.

18. COOPERATIVE PURCHASING
The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.)

19. COPYRIGHT AND PATENT RIGHTS
Bidder/Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful Bidder/Proposer

agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

20. COST INCURRED BY BIDDER/PROPOSER
All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the Bidder/Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder/Proposer prior to commencement of work as defined by the contract approved by the City Council.

21. DEFAULT PROVISIONS
In the event of default by the Bidder/Proposer, the City reserves the right to procure the item(s) bid from other sources and hold the Bidder/Proposer responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Bidder/Proposer for a period of 36 months from the date of default.

22. DELIVERY OF GOODS/SERVICES

1. All materials are to be delivered F.O.B.; City of Port Orange designated facility.

2. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder/Proposer shall clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

3. Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bid or Purchase Order does not contain delivery instructions, Bidder/Proposer shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.

4. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

23. DETERMINATION OF LOWEST AND BEST BIDDER /PROPOSER
In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

1. The ability, capacity and skill of the Bidder/Proposer to perform the contract
2. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
4. The quality of performance of previous contracts.
5. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
6. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
9. The number and scope of conditions attached to the bid.
10. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

24. DISCLOSURE OF CONFLICTS
The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders/Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's/Proposer's firm or any of its branches. The Bidder/Proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Bidder/Proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Bidder/Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Bid/RFP.

25. DISQUALIFICATION OF BIDDER/PROPOSER
The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive bids. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all bids may be rejected if the City believes that collusion exists among the Bidders/Proposers. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a Bidder/Proposer and after the bids are opened one of the bids is withdrawn, the result will be that all of the bids submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

26. EVALUATION
Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any bid.

27. EVALUATING RFP'S
The evaluation process is formally conducted by a committee appointed by the Purchasing Manager as required by general law. The evaluation is based upon specific criteria outlined in the IFB/RFP. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this IFB/RFP process this short list will consist of no less than three vendors (Unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the IFB/RFP unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the IFB/RFP, one member of the Selection Committee may consist of one (1) member from the City Council; and at least one member from the user department, except as otherwise required by general law. The Selection Committee schedules oral presentations from the three firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head

requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

28. EXCEPTIONS TO SPECIFICATIONS
For purposes of evaluation, Bidder/Proposer must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Bidder/Proposer that are required to be signed by the City. If exceptions are not stated by the Bidder/Proposer, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Bidder/Proposer on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

29. FACILITIES
The City reserves the right to inspect the Bidder's/Proposer's facilities at any time.

30. FAILURE TO RESPOND
If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid" card, three (3) times, shall result in the vendor's name being removed from the City's mailing list.

31. GOVERNING FORMS
In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

32. GOVERNING LAW
Bidder/Proposers shall comply with all applicable federal, state and local laws and regulations. All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than $10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Invitation for Bid.

33. GRANT FUNDING
Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void*.

34. HIPAA COMPLIANCE
Bidder/Proposer agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Bidder/Proposer uses, discloses or has access to protected health information as defined by HIPAA.

35. IDENTICAL TIE BIDS
In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more bids that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

36. INDEMNIFICATION/HOLD HARMLESS
Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

37. INDEPENDENT CONTRACTOR
It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Bidder/Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Bidder/Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Bidder/Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Bidder/Proposer and/or the Bidder's/Proposer's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Bidder's/Proposer's employees performed in connection with the Contract.

38. INSPECTIONS AND TESTING
City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Bidder/Proposer cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the bid as inadequate and non-responsive.

39. INSURANCE
Please submit a copy of your insurance certificate with your proposal.
Upon execution of a contract, the Proposer shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company**.**

40. INSURANCE CANCELLATION
No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Bidder/Proposer to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have

the right to consider the Contract breached which shall justify the termination thereof.

41. INVOICES AND PAYMENTS
All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Bidder/Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidder/Proposers should state any payment discount in the space provided on the bid form for construction services.

42. IRREVOCABILITY OF BID/PROPOSAL
Each Bidder/Proposer agrees that bids shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Bidder/Proposer.

43. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS
Bids received after the Proposal Due Date and time are late and shall not be considered. Modifications received after the Bid Due Date are also late and shall not be considered. Letters of withdrawal received after the Bid Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and IFB/RFP.

44. LEGAL REQUIREMENTS
Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to Bid/RFP hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder/Proposer shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Bidder/Proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

45. LICENSES, PERMITS AND TAXES
The Bidder/Proposer shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Proposer shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

46. MAINTENANCE
Maintenance required for equipment bid is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

47. NAME BRANDS
Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders/Proposers may offer items of equal stature and the burden of proof of such stature rests with Bidder/Proposer, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

48. NON DISCRIMINATION
There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

49. NOTICE TO CONTRACTOR
The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

50. OPTIONAL CONTRACT USAGE
As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

51. PATENTS/COPYRIGHTS
The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

52. PRE-BID MEETING OR PRE-PROPOSAL MEETING
The Purchasing Manager shall determine if the pre-bid or pre-proposal meeting is mandatory and provide the date, time and location in the IFB/RFP legal advertisement and IFB/RFP specifications. The meeting shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal meeting is normally mandatory. Only Bidders/Proposers attending a mandatory pre-bid meeting will be eligible to submit a Bid or Proposal. The representative of each Bidder/Proposer shall be an authorized employee of the Bidder/Proposer and shall sign in accordingly.

53. PREPARATION OF PROPOSAL
In preparing Proposals the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Bidder/Proposer shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

54. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES
The City may, at its sole and absolute discretion, reject any and all, or parts of, proposals; re-advertise the Bid/RFP for new proposals; postpone or cancel, at any time, the Bid/RFP process; or waive any irregularities in the Bid/RFP or in the proposals received as a result of the Bid/ RFP, or to accept that proposal which best serves the interest of the City.

55. PRICING
Bidder/Proposer certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be

withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder/Proposer shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

56. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Bidder/Proposer during the term of contract, and the Bidder/Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.

57. PROPRIETY INFORMATION

Upon receipt by the City, responses to IFBs/RFPs, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Bidder/Proposer to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

58. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

59. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Bidder/Proposer to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidder/Proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10 day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, ***portions of such meetings*** may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Bidder/Proposers, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Bidder/Proposers, but the new law limits public attendance to portions of such meetings.

60. PURCHASE ORDER AND DELIVERY

The successful Bidder/Proposer shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Bidder/Proposer. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

61. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of bids, bid results or bid awards shall be directed in writing to the Purchasing Division and referenced by bid number no later than the last day for questions as specified in the bid documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

62. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

63. RIGHT OF WITHDRAWL RFP

A RFP proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

64. RIGHTS TO RFP SUBMITTED MATERIAL

All proposals, responses, inquiries, or correspondence relating to or in reference to an IFB/RFP, and all reports, charts, and other documentation submitted by Bidders/Proposers shall become the property of the City when received.

65. RIGHT OF NEGOTIATION RFP

The City reserves the right to negotiate with the selected Bidder/Proposer the exact terms and conditions of the Contract.

66. RECORDS/AUDIT

The proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

67. RECYCLED MATERIALS
City of Port Orange encourages the use of products made of recycled materials.

68. REQUEST FOR ADDITIONAL INFORMATION
Prior to the final Bid/RFP selection, Bidders/Proposers may be required to submit additional information which the City may deem necessary to further evaluate the Bidder's/Proposer's qualifications to perform under the terms of the Bid/RFP and subsequent Contract.

69. REJECTING OF BIDS, REBIDDING
The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all bids. If the lowest and best bid exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

70. REVIEW OF PROPOSALS
Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the IFB/RFP. A responsive proposal is one which follows the requirements of the Bid/ RFP, includes all required documentation, is submitted in the format outlined in the Bid/RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

71. RULES, REGULATIONS AND LICENSING REQUIREMENT
The Bidder/Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders/Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

72. SAMPLES
Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at Bidder/Proposer's request, be returned within thirty (30) days after bid award at Bidder/Proposer's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

73. SEPARATION AND DISTRIBUTION
The Bid/RFP has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate. The City will utilize Demand Star for distribution of BIDS and RFP'S at: www.demandstar.com. In addition, vendors may obtain a .pdf version of the IFB/RFP by submitting a request to the Purchasing Manager, e-mail: dfye@port-orange.org.

74. SEVERABILITY
If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

75. SIGNATURE REQUIRED
All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED BIDS WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

76. SIGNED BID CONSIDERED AN OFFER
The signed bid is considered an offer on the part of the Bidder/Proposer, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Bidder/Proposer, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Bidder/Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

77. SILENCE OF SPECIFICATIONS
The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

78. STATE LICENSING REQUIREMENTS
All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder/Proposer shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Bid/RFP; and, that the Bidder/Proposer shall provide follow-up evidence that the Bidder/Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Bid/RFP. Information concerning certification with the Secretary of State may be obtained at http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

79. SUPPLEMENTAL MATERIALS
Bidders/Proposers are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Bidder/Proposer wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

80. TAXES
The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

81. TERM CONTRACTS
Acceptance by the City of Port Orange of Bidder's/Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

82. TERMINATION
The City of Port Orange reserves the right to terminate the contract for default if Bidder/Proposer breaches any of the terms therein, including warranties of Bidder/Proposer or if the Bidder/Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not

limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Bidder/Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Bidder/Proposer**.**

83. TERMINATION - NOTICE
Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

84. TITLE TRANSFER
Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. Bidder/Proposer is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

85. USE OF PROPOSAL FORMS
Bidder/Proposer shall complete the appropriate Proposal Form(s) included in the IFB/RFP. All blanks on the Bid/Proposal Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of the bid/proposal.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Proposal Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature on the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the proposal. The original proposal, and each copy submitted, shall contain an original signature on the Bidder's/Proposer's Acknowledgement Form contained in each Proposal Form.

86. VARIANCES
For purposes of bid evaluation, Bidders/Proposers must indicate any variances, no matter how slight, contained in the bid. No variations or exceptions by a Bidder/Proposer will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bid pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a bid, the City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

87. WAIVER OF IRREGULARITIES
The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in proposals received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive bids/proposals will be considered. However, the City reserves the right to waive formalities or informalities in bids/proposals, to reject, with or without cause, any or all bids/proposals or portions of bids/proposals, or to interview or not interview individual Bidders/Proposers, and to accept any bids/proposals or portions of bids/proposals deemed to be in the best interest of the City. The city council shall have the authority to waive any and all non-substantial irregularities in any and all formal bids. (Code 1981, § 8-29)

88. WARRANTIES
Bidders/Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidders/Proposers may not limit or exclude any implied warranties. Bidder/Proposer warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Bidder's/Proposer's expense. If Bidder/Proposer fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder/Proposer's expense.

89. PUBLIC RECORDS COMPLIANCE
Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide 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 Section 119, Florida Statutes, or as otherwise provided by law.

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

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

90. NON-EXCLUSIVITY:
The City of Port Orange reserves the right to procure items herein described in any manner it sees fit, including but not limited to: awarding of other contracts, the use of contracts awarded by GSA, federal agencies, the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of the City.

91. LOCAL PREFERENCE:
In accordance with City Of Port Orange City Code 2-275, local businesses shall have **five business days** from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange Business, second priority to Volusia County Business, and third priority to Florida Business

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

SECTION 00080

ADDITIONAL INFORMATION

TIMELINE

The schedule for the RFP is as follows:

RFP release date	**December 29, 2015**
Pre-Proposal meeting (non-mandatory)	**January 12, 2016 at 10:30 A.M.**
RFP deadline for questions	**January 19, 2016 at 5:00 P.M.**
Proposal due date and time	**February 9, 2016 at 2:30 P.M.**

NON-MANDATORY PRE-PROPOSAL MEETING

There will be a non-mandatory pre-proposal meeting for the project at **10:30 A.M**. (local time) on **January 12, 2016** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. Attendance to the pre-proposal meeting is non-mandatory.

PROPOSAL SUBMISSION AND WITHDRAWAL

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division.
Proposals, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the proposers. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Proposers are required to submit one (1) original, five (5) copies, and (1) digital (CD or flash drive) version of all documents, sealed and marked on the outside of the package**, "RFP #16-11 Insurance Brokerage Services"** with the firm's name, address, city, state and zip code plainly labeled on the outside. Packages must be delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, FL 32129 on or before **2:30 p.m. on February 9, 2016.**

Due to the timing of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 p.m. (local time), on February 9, 2016.** or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Complete submittals shall include:

Envelope (tabbed, indexed and placed in the following order: 1 original, 5 copies and 1 digital (CD or flash drive) version.

1. Table of contents (Section 00025)
2. Proposer Acknowledgement Form (Section 00030)
3. Letter of Interest (Section 00090)
4. Proposers Checklist (Section 00040)
5. Listing of Previous Experience (Section 00090)
6. Staff Qualifications (Section 00090)
7. Methodology and Implementation Process (Section 00090)
8. Public Entity Crime Statement (Section 00110)
9. Anti -Collusion Statement (Section 00120)

10. Drug Free/Tie preference Statement – (Section 00130)
11. Insurance Certificates-Submit a Copy (Section 00080)
12. Fee Proposal. (Section 00090)
13. Local Business Affidavit-(Section 00100 Optional)
14. Exceptions, (If applicable)

The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

ADDITIONAL INFORMATION/ADDENDA

All questions shall reference "Questions on RFP #16-11 Insurance Brokerage Services" in the subject line. All questions concerning this RFP shall be submitted in writing no later than **5:00 p.m**. on **January 19, 2016** to:

Diana M. Fye, CPPB, FCPA
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
dfye@port-orange.org

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all correct number of addenda was received. The Proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the proposer to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

WITHDRAWL AND AWARD

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida

INSURANCE REQUIREMENTS

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Bidder/Proposer shall maintain insurance during the life of the Contract. Bidder/Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder'/proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Bidder/Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Bidder/Proposer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. Limits: Additional Coverage:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Limits: Additional Coverage:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) Limits:	Coverage- $1,000,000 minimum	

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SECTION 00090

SCOPE OF SERVICES AND REQUIREMENTS

PURPOSE

The City of Port Orange seeks to establish a contract for a qualified firm to provide Insurance Brokerage Services. The firm awarded the contract shall be responsible for providing Insurance Brokerage Services for employee benefits including but not limited to: medical and dental plans. The City of Port Orange currently does not have a contract with any firm for brokerage services.

ELIGIBILITY

Proposals received from firms that have a contractual relationship with a group health or dental carrier that would preclude the firm from being unbiased in the services provided to the City of Port Orange will not be considered for evaluation and shall be deemed non-responsive. The awarded firm shall not receive any fees, commissions or other benefits for the insurance carrier/firms that may propose on any of the City's RFPs or from an awarded carrier, unless disclosed in advance in the proposal submittal.

TERM

It is anticipated the City will contract for Insurance Brokerage Services for an initial one-year period with three (3) one-year extension options. The City of Port Orange reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term. Either party may terminate this agreement by giving sixty (60) days written notice, however, notice shall not be given or accepted within 180 days prior to policy renewal.

GENERAL EMPLOYEE AND BENEFIT PLAN INFORMATION

Current health insurance premium - $2,500,000
Approximately 416 full time covered employees and 10 part time covered employees
All employees are located in Florida
Plan year is July 1 – June 30
Health Insurance Benefits
Dental Insurance Benefits
Group Life and AD&D Insurance
Employee Assistance Program (EAP)
Flexible Spending Account (FSA)
Health Savings Account (HSA)
Vision
Voluntary Supplemental Insurances: STD, Life, Accident, Cancer, Hospitalization, Critical Care

SCOPE OF SERVICES

This section outlines the products and services that the City of Port Orange expects to receive from a qualified firm as a subject matter expert.

ON-GOING SERVICES FOR HEALTH AND DENTAL INSURANCES

1. Monitor the programs' operations throughout the year to ensure that benefit providers are meeting all customer service requirements and standards.
2. Provide ongoing administrative support, as requested, by acting as a liaison between the City of Port Orange and providers to assist promptly with resolving claim disputes, contract administration and interpretations, and other issues.

3. Provide dedicated personnel as the primary contact for managing the account relationship with the City of Port Orange (specify names and areas of responsibility for each person).
4. Meet with City of Port Orange staff throughout the year at least quarterly but as often as reasonably necessary.
5. Coordinate annual audits of the City of Port Orange's benefits plans and associated vendors and prepare annual financial reports on the results of the completed plan year.
6. Prepare and deliver any necessary reports to the City of Port Orange Benefits Administrator, including, but not limited to reports showing claims experience at intervals acceptable to the City of Port Orange.
7. Provide advice and assistance in the review of employee health and medical benefits program on a continuing basis to ensure that those plans are in compliance with state/federal requirements and their adequacy of benefits with respect to other plans.
8. Track, monitor and provide information or changes on any pending or new legislation whether state of Federal, including the Affordable Care Act, to the City of Port Orange, as well as any employee benefit and funding trends that may affect the benefits program, as well as HIPAA, COBRA, PPACA, etc.
9. Advise and assist the City of Port Orange as requested with:
    a. Writing employee benefits plan modifications and/or new benefits plans and any required amendment approval process;
    b. Submission of written reports and other documents as required by the state and/or federal government;
    c. Coordination of an employee wellness fair;
    d. New hire benefits orientation including coordination of benefit providers;
    e. Open Enrollment including coordination of benefit providers;
    f. Partnership and guidance for the Wellness Committee to provide effective and relevant programming.
10. Perform special projects as requested by the City of Port Orange, including but not limited to:
    a. Development and assistance in the implementation of new insurance plans;
    b. Assistance with adjudication of specific claims as requested by the City of Port Orange;
    c. Recommendation of alternative benefit designs or delivery systems as dictated by emerging plan costs or benefits practices.
11. COBRA and Retiree benefit administration including notification and tracking.
12. Provide health advocacy services directly to plan members including, but not limited to, reviewing hospital and doctor bills, and Explanation of Benefits for claims accuracy, developing claims appeals, researching and resolving pharmacy delays or denials, assisting with member eligibility, explaining available benefits and services, and providing periodic on-site visits to provide said services.
13. Blood borne Pathogen Plan including tracking, notification, and education.
14. Ensure personnel availability for meetings, phone calls, and e-mail correspondence as required.
15. Maintain the confidentiality of the City of Port Orange records and data where applicable under federal and state laws.
16. Provide assistance with any employee related Health Clinic solicitation and implementation.
17. Provide the ability for full functioning on-line employee benefits administration system (online portal) that integrates with the City's Enterprise Resources Planning (ERP) software (currently SunGard H.T.E). The on-line portal shall include an open enrollment function and the capability to allow plan participants to make IRS eligible changes to their benefits throughout the plan year and provide report making capabilities to allow the City of Port Orange and benefit provider(s) to track changes and run reports as needed.
18. Perform other related services on an "as needed basis"

RENEWAL YEAR SERVICES

1. Assist with annual open enrollment and provide the ability for on-line registration (On-line portal)
2. Using current City of Port Orange health and medical benefit plans as benchmarks, research, design and propose employee benefit plans for the City of Port Orange as appropriate.
3. Meet with staff as necessary to discuss benefit plan options and establish goals and objectives for the City of Port Orange's Benefits program.
4. Provide analysis of renewal of current plan, reviewing past performance.
5. Review additional available cost savings plan alternatives and creative funding options.
6. Determine the appropriate employee and employer benefit contribution levels.
7. Review and recommend annual contribution strategy from active participants and retirees.
8. Provide the City of Port Orange with information on what other municipalities of comparable size and location will be doing with their benefits in the upcoming plan year.
9. Conduct renewal negotiations and develop appropriate information for management purposes.
10. Upon request, assist in coordinating a comprehensive "Request for Proposal" (RFP) to identify potential high quality benefits vendors, according to established City of Port Orange guidelines. The scope of this RFP may include, but is not limited to: Medical, Dental, Vision, Basic Life, Voluntary Life, Accidental Death and Dismemberment, Short Term and Long Term Disability insurance providers.
11. Act as negotiator and consultant to the City of Port Orange during benefit contract negotiations and renewals.
12. Prepare and present a written analytical report of the proposals received including recommendation(s) and supporting documentation for recommendations.
13. As edited and approved by the City of Port Orange's Benefit Administrator, coordinate the design, printing and production of a comprehensive Employee Benefits Handbook to be distributed to each benefit eligible employee on an annual basis. Provide City of Port Orange staff with an editable electronic copy. Assist with developing other employee benefit program communication materials
14. Assist with the planning and implementation of selected changes including transition from the current to new vendors, the renewal proposal, and other benefits changes.
15. Advise and assist the City of Port Orange Benefits Administrator with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance.
16. Assist the City of Port Orange with the development of performance guarantees relating to vendors' performance of services to the City of Port Orange, and evaluation of the performance of vendors.

OPTIONAL SERVICES FOR HUMAN RESOURCES

This section outlines optional products and services that the City of Port Orange may request to receive from a qualified firm as a subject matter expert. The optional services will not be utilized by the selection committee as a basis for recommendation/award. Any firm interested in providing such services, please include with the proposal, a brief description of services available and fees to perform the services.

1. Provide FMLA administration including tracking and notifications
2. Complete monthly carrier invoicing and reconciliation
3. Coordinate and execute testing including but not limited to:
    a. Random drug testing
    b. Annual Motor Vehicle checks

EVALUATION OF WRITTEN PROPOSALS

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee consisting of five members, and may include a City Council member. Three members are pre-determined from multiple departments with experience and general knowledge. The fourth and fifth members will be selected by the City Manager or designee and will possess technical expertise on the subject matter. Scoring for the proposals are based on a point total and not a percentage.

Upon completion of the technical criteria evaluation, rating and ranking, the City of Port Orange may conduct oral interviews with short listed firms. In the event that oral interviews/presentations are desired the scores/rankings from the written proposal process shall not be included in the final vote for award preference.

Award shall be made to the firm that best meets the specified criteria and which best accommodates the City of Port Orange's needs and interests. The decision shall rest solely with the City of Port Orange and the City reserves the right to modify or reject any proposal submitted to it for consideration.

Proposals will be evaluated based on the criteria listed below:

QUALIFICATIONS AND EXPERIENCE OF FIRM

Information related to the Insurance Brokerage Firm qualifications and resources including the following:

a. Description of the history of the firm, including how long it has been in business in the Central Florida area.

b. Description of the firm's size (premium volume and number of staff) and presence in total and as it operates in the Central Florida area.

c. Provide a list of all present and past Public Sector clients in the State of Florida.

d. List the insurance markets and carriers the firm can access locally as well as nationally.

e. Description of the firm's national networks and contacts.

f. List special experiences of the firm in placing insurance coverages for a medium size city or similar experience in the private sector.

g. Additional services offered by the firm that are not listed in this RFP but may be of interest to the City.

QUALIFICATIONS AND EXPERIENCE OF STAFF

Resume for each account executive and support staff designated team members assigned this account including the following:

a. Description of those individual's educational background indicating specific steps taken to remain current with trends in the insurance industry.

b. Description of individual's work experience including all past employment and number of years as an agent/broker in the insurance field. Also, indicate length of time with your firm and in their current position.

c. Description of individual's personal knowledge of insurance markets, specifically health and dental for Florida local governments.

d. Description of the firm's resources available for knowledge in the following but not limited to areas, PPACA, COBRA, HIPAA, FSA, Section 125, Cafeteria Plans, and HDHP/HSA.

e. Description of the firm's legal resources associated with employee benefits.

UNDERSTANDING AND APPROACH
A written statement explaining the firms approach to assisting local governments to maximize benefits for employees while minimizing the financial impact of skyrocketing health/dental premiums. Cite specific examples from your relevant experience that saved money, improved quality of benefits, enhanced benefits, and increased efficiency. Cite any innovative concepts your firm has employed.

LOCATION AND ACCESSIBILITY
The name, office location and resume of academic training and employment of the Account Executive directly responsible for handling the City's account. Description of the present composition of the Account Executive's personal book of business including the following.
a. Number of accounts for which the Account Executive is responsible.
b. How the City's account would compare in size and scope to other clients of the agent/broker.
c. Steps the Account Executive or the firm will take to assure that proper attention will be given to the City's account as your book of business grows.
d. Describe what access will be made available to administrators and to employees. Outline the response process and timeframe for addressing needs and/or concerns of the City's administration and/or the City's employees.

REFERENCES
a. Listing of at least three (3) client references (including contact information) having achieved positive results due to the Account Executive's evaluation of their insurance needs. Preference will be given to those with local government client experience in this area.
b. Listing of at least three (3) client references (including contact information) for which the services requested in this RFP have been provided for at least two (2) consecutive years within the past five (5) years.

Final award shall be made by the City of Port Orange City Council.

PROPOSAL SUBMISSION REQUIREMENTS:
The successful proposer shall be responsible for preparing an effective, clear, and concise strategic plan. In addition to standard required forms, proposals must contain the following information:

1. Table of Contents

2. Proposer Acknowledgement Form –Completed and Signed

3. Letter of Interest
   The number of years the proposer has been in business and the proposer's qualifications and experience performing similar engagements both locally and for municipalities or government agencies. Please indicate whether your firm has had a judgement held and whether any contract awarded by another government agency has been terminated in default or convenience.

4. Proposers Checklist

5. Listing of Previous Experience
   Provide a list of similar engagements that the firm has performed within the last three (2) years

including date of project, contact person and phone number, and a brief description of each project.

6. Staff Qualifications
   Provide at a minimum, one (1) Project Manager dedicated to project oversight and communication with the City. Provide a list of names and professional qualifications, responsibilities, and resumes of the managerial and support staff identified to conduct the engagement. The City reserves the right to request a different project manager than the one designated by the firm at any time.

7. Methodology and Implementation Process
   provide a clear discussion of how the proposer will accomplish the objectives set forth in the scope of services, including but not limited to methodology and needs/resources from City staff members.

8. Sworn Statement on Public Entity Crimes
   Completed and signed in ink.

9. Anti-Collusion Statement
   Completed and signed in ink.

10. Drug Free Preference Statement
    Completed and signed in ink.

11. Insurance Certificates
    Submit a Copy.

12. Fee Proposal.
    Provide a fee proposal for completing all work outlined in the scope of services. Also include a standard fee schedule (hours, rates or other fee schedule) for the personnel who would be assigned to this project.

13. Local Business Affidavit – Optional Completed and signed in ink.

14. Exceptions, If applicable

PROPOSAL SUBMITTALS:
Proposers must indicate whether their firm has had a judgement held and whether any contract awarded by another government agency has been terminated in default or convenience.

EVALUATION PROCEDURE:
All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Selection Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

CRITERIA:
Firms submitting the required criteria will have their proposals evaluated and scored for quality of response, qualifications and experience and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value.

Scale of 1 - 100 points 1 = lowest, 100 = highest

	EVALUATION CRITERIA	MAX POINTS TO BE EARNED
1	Fees Proposed	45
2	Qualifications and experience of the firm. This will be evaluated on the breadth and depth of the firm's experience. Additional weighting will be given to those with the most favorable local government client experience in this area.	15
3	Qualifications and experience of specified individuals who will perform and oversee the work.	10
4	Understanding and approach to the work to be performed for the City.	10
5	Special Services	10
6	Location and accessibility of staff.	5
7	References	5
	TOTAL POINTS POSSIBLE TO BE EARNED	**100**

FORMAL ORAL PRESENTATIOS/INTERVIEWS (If Required):
The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and proposers will be notified via www.demandstar.com at least (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The City will allot equal time for each proposer divided into two sequential parts: formal presentations and question and answers. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:
After the oral presentation is completed, the Committee will score all proposals to determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the City.

The Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The final ranking sheets by the committee will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

ESTIMATED TIME SCHEDULE

Release of RFP:	**December 29, 2015**
Non-Mandatory pre-proposal meeting	**January 12, 2016 at 10:30 a.m.**
Last day for questions:	**January 19, 2016 at 5:00 p.m.**
Return Deadline for RFP'S:	**February 9, 2016** ***by 2:30 p.m. local time***
Interviews, Ranking and Award:	To be determined
Proposers Begin Work:	To be determined

CONTRACT TERM / COMPLETION TIME:
The contract shall be valid upon issuance of Notice to Proceed and/or purchase order and continue for a one (1) year period with three (3) additional one (1) year renewal options.

SECTION 00100 (Optional)
LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY
City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida
THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters. ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

and within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN *(Federal Employer Identification Number)*: _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation.****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have **five business days** from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a **valid business tax receipt** or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared_____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

_____ NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS_____DAY OF_____, 20___
My Commission Expires:_____

_____

SIGNATURE OF AFFIANT DATE

_____

PRINTED NAME OF AFFIANT / TITLE

_____

COMPANY

Remainder of this page intentionally left blank

SECTION 00110

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133, Florida Statutes, for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

3. The firm warrants that none of it employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT.

Name of Firm: _____

By: _____
Name and Title

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____ and who: [__] is personally known to me; or [__] has produced _____ as identification.

_____
Notary Public, State of
Printed Name, Commission Seal and Term Expiration Date

SECTION 00120

ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:
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 PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM:_____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER:_____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON):

_____

SECTION 00130

DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

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

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, 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 Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Firm: _____

By: _____
Name and Title

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____ and who: [__] is personally known to me; or [__] has produced _____ as identification.

_____
Notary Public, State of
Printed Name, Commission Seal and Term Expiration Date

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **20**__, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ___ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto, subject to a limit up to but not to exceed $_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Documents*. The following forms, attached as Exhibit "__," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

(a) Front Page for Bond (F.S. § 255.05)
(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

6. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide 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 Section 119, Florida Statutes, or as otherwise provided by law.

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

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. *Insurance*. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles. Additional Coverage:	Limits:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Limits:	Coverage- $1,000,000 minimum	

12. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages

regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. *Liability for Loss or Damage*. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. *Disputes*. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. *Additional Provisions*. As may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

_____

_____
Printed Name:_____

_____
Printed Name:_____

By:_____
Printed Name:_____
Title:_____
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced _____as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Allen Green, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

_____

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

_____ By:_____

Printed Name:_____ Robin L. Fenwick, CMC, City Clerk

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

_____

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA ____]

CITY OF PORT ORANGE

PURCHASING DIVISION
David Battaglia, Purchasing Agent
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
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ADDENDUM NO. 1
January 6, 2016

CITY OF PORT ORANGE
Insurance Brokerage Services
RFP #16-11

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 29, 2015 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

Questions & Answers

Q: Is the City's health and dental plan fully-insured or self-funded with stop-loss?
A: Fully Insured.

Q: If the health plan is self-funded with stop-loss, who is the current insurance carrier?
A: N/A

Q: Does the City pay any portion of the cost for the group life, dental, vision, STD or LTD plans?
A: 100% for Group Life and 100% for dental single rate. The City does not contribute to the other supplementals.

Q: Who is the insurance carrier(s) for the Voluntary Supplemental Insurance Benefits?
A: Aflac, Colonial Life, and Police and Fireman's Insurance Association.

Q: Does the city currently have an administration and/or enrollment system and if so, who is the vendor?
A: No

Q: What is the average age of the members participating in the health plan and what

percentage are male and female?
A: Average age is 45. 27% Female 73% Male.

Q: Does the City currently have any level of a wellness plan in place. Please describe.
A: Nothing formal.

Q: On page 20, in the Scope of Services, item 13 is for Blood borne Pathogen Plan including tracking, notification, and education. Can any additional information be provided defining this expectation - or can a copy/summary of your in force plan be provided?
A: Attached in a separate document "Exhibit A" is the last formalized plan we had in place for the Blood borne pathogens. However, this is outdated. The procedure had changed slightly but I have nothing in writing as to what the procedure currently is. The premise is the same.

Q: On pages 22 and 23 it lists the following items to be included in the proposal submission; however, it does not state where in the table of contents they should be included.

QUALIFICATIONS AND EXPERIENCE OF FIRM
Information related to the Insurance Brokerage Firm qualifications and resources including the following:
a. Description of the history of the firm, including how long it has been in business in the Central Florida area.
b. Description of the firm's size (premium volume and number of staff) and presence in total and as it operates in the Central Florida area.
c. Provide a list of all present and past Public Sector clients in the State of Florida.
d. List the insurance markets and carriers the firm can access locally as well as nationally.
e. Description of the firm's national networks and contacts.
f. List special experiences of the firm in placing insurance coverage for a medium size city or similar experience in the private sector.
g. Additional services offered by the firm that are not listed in this RFP but may be of interest to the City.

QUALIFICATIONS AND EXPERIENCE OF STAFF
Resume for each account executive and support staff designated team members assigned this account including the following:
a. Description of those individual's educational background indicating specific steps taken to remain current with trends in the insurance industry.
b. Description of individual's work experience including all past employment and number of years as an agent/broker in the insurance field. Also, indicate length of time with your firm and in their current position.
c. Description of individual's personal knowledge of insurance markets, specifically health and dental for Florida local governments.
d. Description of the firm's resources available for knowledge in the following but not limited to areas, PPACA, COBRA, HIPAA, FSA, Section 125, Cafeteria Plans, and HDHP/HSA.
e. Description of the firm's legal resources associated with employee benefits.

UNDERSTANDING AND APPROACH
A written statement explaining the firms approach to assisting local governments to maximize benefits for employees while minimizing the financial impact of skyrocketing health/dental premiums. Cite specific examples from your relevant experience that saved money, improved quality of benefits, enhanced benefits, and increased efficiency. Cite any innovative concepts your firm has employed.

LOCATION AND ACCESSIBILITY
The name, office location and resume of academic training and employment of the Account

Executive directly responsible for handling the City's account. Description of the present composition of the Account Executive's personal book of business including the following.
a. Number of accounts for which the Account Executive is responsible.
b. How the City's account would compare in size and scope to other clients of the agent/broker.
c. Steps the Account Executive or the firm will take to assure that proper attention will be given to the City's account as your book of business grows.
d. Describe what access will be made available to administrators and to employees. Outline the response process and timeframe for addressing needs and/or concerns of the City's administration and/or the City's employees.

REFERENCES
a. Listing of at least three (3) client references (including contact information) having achieved positive results due to the Account Executive's evaluation of their insurance needs. Preference will be given to those with local government client experience in this area.
b. Listing of at least three (3) client references (including contact information) for which the services requested in this RFP have been provided for at least two (2) consecutive years within the past five (5) years.

Proposer's Submittal Checklist:
Envelope: (1) original, (5) copies and (1) digital (CD or flash drive) version of the proposal

(tabbed, indexed and in the following order)
1. Table of Contents (Section 00025)
2. Proposer Acknowledgement Form (Section 00030)
3. Letter of Interest (Section 00090)
4. Proposer's Checklist (Section 00040)
5. Listing of Previous Experience (Section 00090)
6. Staff Qualifications (Section 00090)
7. Methodology and Implementation Process (Section 00090)
8. Public Entity Crime Statement: (Section 00110)
9. Anti-Collusion Statement (Section 00120)
10. Drug Free/Tie Preference Statement (Section 00130)
11. Insurance Certificates – Submit a Copy (Section 00080)

12. Fee Proposal. (Section 00090)
13. Local Business Affidavit – (Section 00100) Optional)
14. Exceptions,(If applicable)

A: This checklist is for the proposer's use in preparing their proposal. It is not intended to include all details necessary to prepare a proposal and it is not intended as a substitute for the requirements (Scope of services & requirements section 90) Use of this checklist does not relieve the proposer from the responsibility of meeting all requirements of the specifications concerning the preparation of an acceptable proposal.
These specific questions are under the evaluation of written proposals in the scope of services/requirements under section 90 and so you would include these additional requirements under section 90 that asks for Letter of Interest, Listing of Previous Experiences, Staff Qualifications, Methodology and Implementation.

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ADDENDUM NO. 2
January 11, 2016

CITY OF PORT ORANGE
Insurance Brokerage Services Bid #16-11

To All Bidders:

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Questions & Answers

Q: Is SunGard the system you currently use for payroll?
A: Yes.

Q: If yes, is that the piece you are wanting to integrate with a Benefits Administration System?
A: Yes.

Q: Does the City's system have the ability to run an 834 File in Excel?
A: I don't know what an 834 file is.

Q: Why are you looking to replace your current Bloodborne Pathogen Plan?
A: It is not being given the proper amount of attention in house. We do not have the resources in house for someone to focus on it and keep up with the tracking of it.

Q: What issues have you had with that service?
A: See above.

Q: Who is the current vendor you currently use for vaccination services?
A: Florida Health Care.

Q: Do you want vaccinations included as part of the service?
A: No. These go under the employees' health record once they are covered by the insurance.

Q: Referenced in the Evaluation Criteria, with a max point total of 10 points is "Special Services". What specific "Special Services" are you referring to?
A:

- Provide FMLA administration including tracking and notifications.
- Complete monthly carrier invoicing and reconciliation.
- Coordinate and execute testing including but not limited to:
- Random drug testing.
- Annual Motor Vehicle checks.
- Any other services the broker can offer that are not specified in the RFP.

Q: In regards to RFP #16-11, is there a qualifying list of bidders? If so, how do we ensure that we are listed?
A: There is no qualifying list of bidders. Proposals are being accepted from all bidders who meet the requirements identified in the RFP document.

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ADDENDUM NO. 3
January 20, 2016

CITY OF PORT ORANGE
Insurance Brokerage Services Bid #16-11

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Questions & Answers

Q: What tracking is the City specifically requesting in regards to the Blood Borne Pathogen Plan?
A: Open to suggestions. Right now it is being tracked on an Excel sheet.

Q: Who is the City's current ancillary carrier?
A: VSP, Aflac, Colonial Life, Police & Fireman's Insurance

Q: Does the City's system have the ability to run an 834 File in Excel?
A: No, we don't have a 3rd party vendor that we transmit data to. Everything we do is in house. Thanks!

Q: 1. Can you provide the following.

Current Benefit Guide/Booklet

2 or 3 year history of the following.

Medical plan premiums, Medical claims or loss ratio and Contribution strategy for Medical, Dental and Vision

A: Attached

Q: What is the fiscal year and when is the budget due each year?

A: The budget is usually finalized in September but the process begins in late February.

Q: When is Open Enrollment typically held?

A: The entire month of May for a July 1st effective date.

Q: How many meetings on average do you have?

A: It varies year to year. Sometimes we have 1 meeting in Council Chambers and record it for those that can't attend. The meeting is voluntary. Other years we have gone out to each dept and held a voluntary meeting. There are about 10 meetings. We usually only make the meetings mandatory when we have significant benefit changes.

Q: Are meetings mandatory for employees including the Fire and Police departments?

A: Only if meetings are mandatory for all employees.

Q: We understand that you currently do not have a formal services agreement in place with an employee benefit broker at this time. What is the current agent/broker relationship and are you able to expound on the services they currently provide as it relates to this RFP.

A: There is no broker, consultant, agent of record at all. Everything is done in house currently.

Q: Will the award of this RFP give AOR for all lines of coverage outside of the Medical and Dental. If so, is standard commission for the additional lines of coverage acceptable?

A: Yes and Yes

Q: There are several references to "benefit provider" throughout the RFP; please clarify if you are referring to the insurance carrier?

A: Yes, that's correct.

Q: Regarding Section 00090 – *Scope of Services – Ongoing Services:* Item #11 – What are the current COBRA and Retiree benefit administration procedures? Can you advise of the Retiree program in terms of what benefits are provided and the contribution, if any, from the City of Port Orange?

A: COBRA is administered through a third party, Ceridian. Retiree program is administered in-house. Retirees are allowed to remain on our group coverage as long as they like per F.S. 112.0801 and they pay the full cost. The City does not contribute to their coverage.

Q: Item #13 – Will we be able to work with your current Workers Compensation carrier/broker and the Fire/Rescue department to develop a robust and compliant Blood Borne Pathogen plan? Do you currently have an arrangement with a local laboratory for testing?

A: Yes. We currently use Florida Health Care as it goes under the employees' health record. If the employee declines medical coverage the City pays the cost charged by FHCP.

Q: Item #17 – Please provide the template or technical specifications that SunGard HTE would require to electronically upload employee elections and changes.

A: We'd have to get this from SunGard H.T.E. and I'm not sure how long that will take. I can ask them.

Q: *Regarding Evaluation of Written Proposals – Qualifications and experience of staff:* Are you requesting the all past employment experience for each member of your assigned team regardless of industry, or just the employee benefits and insurance industry experience?

A: Just as it relates to benefits and insurances.

Q: Under the services-the random drug testing and motor vehicle tracking usually that's casualty rate service as oppose to preventative is there any particular reason they require a broker
A: These are listed under optional services under the RFP. We want to see what other resources a broker could assist us with. If not that's fine.

Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/15/2014

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Group 00C075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201301	4	-	1	1	-	6	11	4,360	833	-	-	-	300	-	300	683	1,816		
201302	4	-	1	1	-	6	11	4,360	335	-	601	601	306	-	907	514	1,756		
201303	4	-	1	1	-	6	11	4,360	200	-	-	-	306	-	306	454	959		
201304	4	-	1	1	-	6	11	4,360	385	-	194	194	1,203	-	1,398	485	2,268		
201305	4	-	1	1	-	6	11	4,360	134	-	113	113	574	-	687	571	1,392		
201306	4	-	1	1	-	6	11	4,360	446	-	-	-	790	16	805	424	1,676		
201307	4	1	2	1	-	8	15	6,277	589	-	-	-	1,548	31	1,580	446	2,614		
201308	4	1	2	1	-	8	15	6,277	793	-	-	-	310	-	310	1,319	2,421		
201309	4	1	2	1	-	8	15	6,277	687	-	-	-	1,627	-	1,627	405	2,719		
201310	5	1	2	1	-	9	16	6,824	3,651	-	689	689	304	-	993	580	5,224		
201311	5	2	2	1	-	10	18	7,791	1,764	-	-	-	549	-	549	922	3,234		
201312	5	2	2	1	-	10	18	7,791	2,066	-	714	714	2,145	-	2,860	736	5,663		
TOTALS	51	8	18	12	-	89	163	67,398	11,882	-	2,312	2,312	9,962	47	12,320	7,540	31,742	194.74	0.471

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Report Title: **Paid Claim Report - Quarterly**
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Group 00H075 Subgroup (All)

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201301	57	3	6	9	-	75	115	40,022	5,445	-	1,169	1,169	1,231	279	2,680	7,273	15,398		
201302	60	3	5	10	-	78	119	41,494	4,045	-	5,701	5,701	1,549	-	7,250	8,514	19,809		
201303	61	3	6	10	-	80	123	42,693	2,403	-	1,666	1,666	1,319	233	3,218	12,816	18,437		
201304	59	3	6	10	-	78	121	41,826	3,255	-	601	601	4,899	-	5,500	10,924	19,680		
201305	60	4	6	8	-	78	115	41,148	5,882	-	1,202	1,202	2,889	-	4,091	4,230	14,203		
201306	60	4	8	9	-	81	123	43,616	5,607	23,552	-	23,552	3,182	18	26,752	2,095	34,454		
201307	65	5	9	13	-	92	144	52,700	6,485	2,258	4,121	6,380	7,168	-	13,547	2,281	22,313		
201308	63	6	9	13	-	92	146	53,150	5,942	(2,697)	551	(2,146)	1,867	546	266	2,623	8,832		
201309	64	6	7	14	-	91	146	52,255	5,077	-	18,007	18,007	5,261	431	23,700	2,963	31,740		
201310	65	6	7	15	-	93	150	54,019	4,256	2,941	2,934	5,874	4,257	1,156	11,287	2,691	18,235		
201311	65	6	7	15	-	93	150	53,580	5,010	-	2,765	2,765	1,593	-	4,358	3,339	12,707		
201312	65	6	7	15	-	93	150	53,803	4,586	-	3,518	3,518	3,495	(681)	6,332	2,752	13,670		
TOTALS	744	55	83	141	-	1,024	1,603	570,306	57,994	26,053	42,236	68,289	38,711	1,981	108,981	62,501	229,477	143.19	0.402

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/15/2014

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Group 00L075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201301	22	4	-	10	-	36	72	18,492	1,239	-	6,871	6,871	4,772	-	11,643	293	13,175		
201302	22	4	-	10	-	36	72	18,492	1,425	-	375	375	679	-	1,053	349	2,827		
201303	22	5	-	10	-	37	74	19,136	824	17,693	8,356	26,049	1,305	1,197	28,551	390	29,764		
201304	23	5	-	10	-	38	75	19,500	1,362	103,665	191	103,856	(3,241)	-	100,615	105	102,082		
201305	24	6	-	10	-	40	78	20,332	496	-	397	397	10,539	-	10,936	114	11,545		
201306	24	6	-	10	-	40	78	20,509	1,947	31,000	657	31,658	4,349	67	36,073	180	38,199		
201307	22	7	-	9	-	38	73	20,402	1,544	-	3,781	3,781	1,257	67	5,104	178	6,827		
201308	22	7	-	9	-	38	73	20,402	3,170	-	3,306	3,306	1,154	501	4,962	456	8,587		
201309	23	7	-	9	-	39	74	20,781	1,665	-	560	560	1,873	659	3,092	1,423	6,179		
201310	24	7	-	9	-	40	75	21,160	1,739	-	1,228	1,228	1,500	568	3,296	404	5,440		
201311	26	6	-	10	-	42	78	22,069	781	-	3,243	3,243	1,242	2,020	6,506	479	7,765		
201312	26	6	-	10	-	42	78	22,069	637	-	5,228	5,228	(7,270)	4,564	2,522	471	3,631		
TOTALS	280	70	-	116	-	466	900	243,346	16,827	152,358	34,195	186,553	18,159	9,642	214,354	4,841	236,022	262.39	0.970

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/15/2014

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Group 000075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201301	177	34	16	42	1	270	469	193,251	58,455	30,334	79,586	109,920	38,432	1,594	149,946	17,304	225,705		
201302	175	34	16	42	1	268	467	191,644	54,677	5,908	84,904	90,812	33,715	3,041	127,567	14,876	197,120		
201303	173	34	16	41	1	265	462	190,235	48,487	2,918	76,803	79,721	32,568	1,854	114,142	15,799	178,429		
201304	173	35	16	41	1	266	462	190,352	50,691	5,746	32,690	38,436	33,717	2,132	74,285	17,197	142,173		
201305	169	36	16	41	1	263	461	189,679	57,929	53,213	76,814	130,027	49,083	1,979	181,089	13,115	252,133		
201306	171	36	16	40	1	264	459	189,329	43,431	6,036	43,963	49,999	29,398	5,701	85,098	12,032	140,561		
201307	161	39	16	38	-	254	442	186,192	58,648	34,417	58,786	93,203	42,282	7,838	143,322	14,957	216,928		
201308	160	39	16	39	-	254	444	186,830	52,079	92,202	31,547	123,749	35,079	1,922	160,750	18,185	231,013		
201309	159	39	15	40	-	253	445	186,502	54,263	54,240	73,390	127,629	33,450	1,792	162,872	18,151	235,286		
201310	159	38	16	40	-	253	446	186,484	58,285	16,400	71,874	88,274	26,172	1,149	115,594	15,167	189,047		
201311	157	37	16	40	-	250	442	184,169	54,878	3,126	(16,681)	(13,555)	25,118	2,201	13,764	22,846	91,488		
201312	159	35	16	40	-	250	441	183,604	49,934	13,796	3,812	17,609	24,686	4,030	46,325	11,334	107,593		
TOTALS	1,992	436	191	484	6	3,110	5,440	2,258,272	641,757	318,335	617,488	935,822	403,700	35,232	1,374,754	190,964	2,207,476	405.77	0.978

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Report Run Date: 1/15/2014

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Group (All) Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201301	260	41	23	62	1	387	667	256,125	65,972	30,334	87,627	117,961	44,735	1,873	164,569	25,554	256,095		
201302	261	41	22	63	1	388	669	255,991	60,482	5,908	91,581	97,489	36,248	3,041	136,777	24,252	221,512		
201303	260	42	23	62	1	388	670	256,423	51,913	20,611	86,826	107,436	35,498	3,283	146,217	29,459	227,589		
201304	259	43	23	62	1	388	669	256,039	55,694	109,411	33,677	143,088	36,578	2,132	181,798	28,712	266,203		
201305	257	46	23	60	1	387	665	255,519	64,440	53,213	78,525	131,738	63,086	1,979	196,804	18,030	279,273		
201306	259	46	25	60	1	391	671	257,814	51,431	60,588	44,620	105,209	37,718	5,801	148,728	14,731	214,890		
201307	252	52	27	61	-	392	674	265,572	67,266	36,675	66,688	103,363	52,255	7,936	163,554	17,862	248,681		
201308	249	53	27	62	-	392	679	266,659	61,983	89,505	35,404	124,909	38,410	2,969	166,288	22,583	250,854		
201309	250	53	24	64	-	391	680	265,815	61,691	54,240	91,957	146,197	42,212	2,882	191,291	22,942	275,924		
201310	253	52	25	65	-	395	687	268,488	67,932	19,340	76,725	96,065	32,233	2,872	131,171	18,843	217,946		
201311	252	51	25	66	-	394	688	267,609	62,432	3,126	(10,673)	(7,547)	28,501	4,221	25,175	27,585	115,193		
201312	255	49	25	66	-	395	687	267,268	57,223	13,796	13,273	27,069	23,057	7,912	58,039	15,294	130,555		
TOTALS	3,067	569	292	753	6	4,688	8,105	3,139,321	728,460	496,746	696,230	1,192,976	470,531	46,902	1,710,410	265,846	2,704,716	333.70	0.862

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/19/2015

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Confidential Information Statement

Group 00C075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	6	2	1	1	-	10	17	7,372	1,833	-	-	-	148	-	148	575	2,557		
201402	6	2	1	1	-	10	17	7,372	525	-	5,502	5,502	1,232	-	6,734	413	7,671		
201403	6	1	1	1	-	9	15	6,405	1,458	-	106	106	527	-	633	632	2,723		
201404	6	1	2	1	-	10	18	7,372	694	-	2,268	2,268	1,018	16	3,302	949	4,945		
201405	6	1	2	1	-	10	18	7,372	779	-	1,620	1,620	3,118	16	4,754	743	6,275		
201406	5	1	2	1	-	9	16	6,341	848	-	3,516	3,516	1,156	-	4,671	642	6,161		
201407	9	1	1	1	-	12	18	8,665	1,295	-	-	-	205	-	205	2,161	3,661		
201408	10	2	1	1	-	14	21	10,096	1,779	6,048	168	6,216	475	-	6,691	1,628	10,099		
201409	10	2	1	1	-	14	21	10,096	1,156	-	12,820	12,820	3,171	644	16,636	2,047	19,838		
201410	9	2	1	1	-	13	20	9,518	1,510	-	646	646	1,248	-	1,894	2,351	5,756		
201411	11	3	1	1	-	16	24	11,696	1,154	-	-	-	1,914	320	2,234	1,943	5,331		
201412	13	3	1	1	-	18	26	12,852	2,242	-	-	-	1,268	-	1,268	2,066	5,576		
TOTALS	97	21	15	12	-	145	231	105,157	15,273	6,048	26,646	32,694	15,480	996	49,170	16,150	80,593	349.20	0.766

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/19/2015

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Confidential Information Statement

Group 00H075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	65	6	7	14	-	93	148	53,520	12,296	-	1,667	1,667	675	899	3,240	3,041	18,577		
201402	68	7	8	15	-	98	157	56,848	5,758	2,292	382	2,674	8,270	633	11,577	2,378	19,713		
201403	67	7	8	14	-	96	153	55,688	5,542	1,882	482	2,364	2,698	108	5,171	3,580	14,293		
201404	67	7	8	14	-	96	152	55,083	6,149	-	(8,615)	(8,615)	3,716	9	(4,889)	2,445	3,705		
201405	67	7	7	14	-	95	152	54,899	5,927	2,844	12,252	15,095	7,685	640	23,421	3,477	32,825		
201406	69	8	7	14	-	98	155	56,200	4,515	1,476	3,347	4,823	8,390	-	13,213	3,343	21,071		
201407	64	9	7	14	-	94	151	57,819	5,550	-	3,494	3,494	12,672	396	16,562	2,463	24,575		
201408	66	8	7	14	-	95	152	57,914	6,872	4,069	4,104	8,173	7,673	1,319	17,165	3,687	27,725		
201409	68	8	6	16	-	98	157	60,083	6,815	48,545	17,846	66,391	15,619	29	82,039	3,262	92,116		
201410	70	7	6	16	-	99	158	60,421	10,225	-	3,987	3,987	5,042	187	9,216	5,216	24,657		
201411	70	7	6	16	-	99	158	60,193	4,562	1,951	7,488	9,439	3,962	220	13,621	8,165	26,348		
201412	71	7	6	16	-	100	160	60,893	10,707	-	4,843	4,843	6,060	113	11,016	7,094	28,817		
TOTALS	813	88	84	177	-	1,163	1,853	689,562	84,918	63,059	51,277	114,337	82,463	4,552	201,352	48,151	334,421	180.45	0.485

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/19/2015

Florida Health Care Plans
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Confidential Information Statement

Group 00L075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	26	6	-	10	-	42	78	22,069	749	-	586	586	482	-	1,068	40	1,857		
201402	26	7	-	10	-	43	79	22,451	1,033	-	-	-	2,610	-	2,610	43	3,686		
201403	27	6	-	10	-	43	79	22,448	2,354	-	-	-	816	-	816	54	3,224		
201404	25	6	1	10	-	42	79	22,359	2,470	-	1,441	1,441	791	1,023	3,254	220	5,945		
201405	24	6	1	10	-	41	78	21,981	811	-	(2,002)	(2,002)	2,623	-	620	441	1,872		
201406	24	6	1	10	-	41	78	21,981	1,516	194	-	194	1,644	-	1,838	353	3,707		
201407	23	7	2	11	-	43	89	25,063	1,220	-	1,804	1,804	10,790	-	12,594	63	13,876		
201408	23	6	2	11	-	42	87	24,357	1,657	-	-	-	866	153	1,020	355	3,032		
201409	22	6	2	11	-	41	86	23,958	3,383	-	258	258	830	(153)	934	419	4,737		
201410	23	5	2	11	-	41	84	23,651	5,969	-	589	589	1,363	-	1,951	416	8,337		
201411	23	5	2	11	-	41	84	23,651	1,152	-	-	-	2,370	486	2,857	57	4,066		
201412	23	5	2	11	-	41	84	23,651	5,164	-	302	302	2,098	-	2,400	393	7,957		
TOTALS	289	71	15	126	-	501	985	277,621	27,478	194	2,977	3,171	27,282	1,509	31,963	2,855	62,296	63.24	0.224

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/19/2015

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Confidential Information Statement

Group 00T075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201402	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201403	-	-	-	-	-	-	-	-	-	-	-	-	(295)	-	(295)	-	(295)		
201404	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201405	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201406	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201407	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201408	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201409	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201410	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201411	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201412	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	(295)	-	(295)	-	(295)	-	-

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/19/2015

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Group 000075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	159	34	16	40	-	249	440	182,638	48,257	5,554	56,608	62,162	28,214	1,791	92,167	14,262	154,686		
201402	159	36	16	39	-	250	440	183,041	41,690	399	8,029	8,428	30,320	2,372	41,119	12,905	95,715		
201403	158	34	16	40	-	248	436	182,092	45,421	-	33,413	33,413	34,713	722	68,848	16,012	130,282		
201404	157	33	16	40	-	246	433	180,579	51,950	10,054	35,417	45,471	34,694	1,622	81,786	40,236	173,972		
201405	156	32	16	39	-	243	429	178,455	55,510	102,636	21,842	124,479	35,080	1,545	161,104	45,033	261,648		
201406	156	32	16	39	-	243	428	177,881	54,584	27,985	26,468	54,453	24,949	3,512	82,915	44,431	181,930		
201407	157	34	14	37	-	242	416	185,874	60,124	30,193	48,686	78,879	27,682	1,213	107,774	16,640	184,538		
201408	155	34	14	37	-	240	414	184,998	50,873	20,482	3,407	23,889	33,260	29,107	86,256	67,276	204,405		
201409	157	34	14	37	-	242	416	185,874	51,633	15,473	48,534	64,006	26,375	8,487	98,868	17,683	168,183		
201410	155	34	15	36	-	240	413	184,469	50,078	3,664	24,058	27,722	33,739	2,254	63,715	45,546	159,339		
201411	154	34	15	36	-	239	412	183,911	52,149	29,904	22,729	52,633	30,140	9,899	92,673	14,620	159,442		
201412	149	34	15	38	-	236	414	183,525	79,115	78,020	55,030	133,050	29,145	2,706	164,901	24,071	268,087		
TOTALS	1,872	405	183	458	-	2,919	5,092	2,193,336	641,384	324,363	384,221	708,584	368,311	65,232	1,142,127	358,715	2,142,226	420.70	0.977

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/19/2015

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Confidential Information Statement

Group (All) Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	256	48	24	65	-	394	683	265,599	63,135	5,554	58,860	64,414	29,520	2,690	96,624	17,918	177,677		
201402	259	51	25	65	-	401	694	269,712	49,006	2,690	13,913	16,603	42,432	3,005	62,040	15,739	126,785		
201403	258	48	25	65	-	396	682	266,633	54,775	1,882	34,001	35,883	38,460	830	75,173	20,278	150,227		
201404	255	47	27	65	-	394	682	265,393	61,263	10,054	30,511	40,565	40,219	2,669	83,453	43,850	188,566		
201405	253	46	26	64	-	390	677	262,706	63,027	105,480	33,712	139,192	48,506	2,201	189,899	49,694	302,620		
201406	254	47	26	64	-	391	677	262,403	61,463	29,655	33,332	62,987	36,139	3,512	102,638	48,769	212,870		
201407	253	51	24	63	-	391	674	277,421	68,189	30,193	53,984	84,177	51,348	1,610	137,134	21,326	226,649		
201408	254	50	24	63	-	391	674	277,366	61,182	30,599	7,679	38,278	42,275	30,579	111,132	72,947	245,260		
201409	257	50	23	65	-	395	680	280,011	62,986	64,018	79,458	143,475	45,995	9,006	198,477	23,411	284,874		
201410	257	48	24	64	-	393	675	278,061	67,782	3,664	29,280	32,944	41,392	2,441	76,777	53,530	198,089		
201411	258	49	24	64	-	395	678	279,451	59,017	31,855	30,217	62,072	38,387	10,926	111,385	24,784	195,186		
201412	256	49	24	66	-	395	684	280,921	97,228	78,020	60,176	138,196	38,571	2,819	179,585	33,624	310,437		
TOTALS	3,072	584	296	774	-	4,727	8,161	3,265,676	769,054	393,665	465,122	858,787	493,241	72,289	1,424,317	425,870	2,619,241	320.94	0.802

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Report Title:	**Paid Claim Report - Quarterly**
Group Name:	CITY OF PORT ORANGE
Report Run Date:	12/22/2015

Florida Health Care Plans

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Group (All) Subgroup (All)

Month/ Year	Cont Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201412	257	49	24	66	-	396	684	281,499	97,204	78,020	60,176	138,196	38,571	3,901	180,667	30,529	308,400		
201501	257	47	24	66	-	394	680	279,814	62,915	20,763	81,454	102,217	54,804	3,172	160,193	28,941	252,049		
201502	259	46	24	66	-	395	681	279,493	59,854	11,544	46,008	57,552	36,237	1,097	94,886	67,577	222,317		
201503	262	45	25	65	-	397	680	279,718	65,095	13,920	39,805	53,725	26,229	2,148	82,102	47,080	194,277		
201504	268	40	25	63	-	396	668	275,811	68,377	43,059	46,947	90,005	39,048	542	129,595	26,898	224,870		
201505	272	41	26	62	-	401	673	278,561	63,739	6,192	27,684	33,876	26,342	3,494	63,712	21,810	149,262		
201506	274	42	26	62	-	404	676	280,002	61,344	-	31,226	31,226	38,496	284	70,006	23,541	154,891		
201507	280	46	26	62	-	414	685	299,626	61,258	4,048	22,217	26,265	31,111	2,126	59,503	27,398	148,158		
201508	279	43	26	62	-	410	678	296,469	61,381	98,836	20,924	119,760	46,843	2,216	168,819	26,147	256,347		
201509	282	44	26	62	-	414	685	298,842	71,410	141,047	44,305	185,352	68,998	2,551	256,902	25,537	353,849		
201510	280	41	27	60	-	409	673	294,289	88,744	53,154	26,162	79,316	66,595	2,321	148,332	30,907	267,983		
201511	277	42	27	61	-	407	673	293,066	76,906	8,312	36,685	44,997	45,911	4,201	95,109	30,618	202,634		
TOTALS	3,248	526	306	758	-	4,839	8,138	3,437,187	838,226	478,895	483,592	962,487	519,285	28,054	1,509,826	366,986	2,735,037	336.10	0.796

CONFIDENTIAL

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If you are not a specifically authorized recipient, you are not authorized to use, disclose, distribute,
copy, print, transmit by any electronic means, or rely on this document.

NOTE: The claims information contained in this report is paid claims only and does not include incurred claims that have either not been reported, or reported but not paid, in the periods presented. In addition, premiums presented for a given month do not necessarily match to paid claims in the month presented. Medical cost may vary from actual due to payment timing, contractual agreements, and allocation methods. Accordingly, care should be taken in the use and analysis of this information to avoid drawing inaccurate or incomplete conclusions.

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EXHIBIT B

Health & Dental Insurance Premium Renewal Comparisons													
FLORIDA HEALTH CARE PLANS			**2015-2016**				**2014-2015**						
Balance HMO - T38													
(Previously L75)													
		Total	City	Employee		Total	City	Employee					
	Monthly	Annual	Annual	Annual	Monthly	Annual	Annual	Annual					
	Premiums	Premiums	Premiums	Premiums	Premiums	Premiums	Premiums	Premiums					
Single	$497.46	$5,969.52	$5,969.52	$0.00	$471.68	$5,660.16	$5,660.16	$0.00					
Employee/Child (ren)	$878.51	$10,542.12	$5,969.52	$4,572.60	$832.99	$9,995.88	$5,660.16	$4,335.72					
Employee/Spouse	$878.51	$10,542.12	$5,969.52	$4,572.60	$832.99	$9,995.88	$5,660.16	$4,335.72					
Family	$1,077.50	$12,930.00	$5,969.52	$6,960.48	$1,021.67	$12,260.04	$5,660.16	$6,599.88					
Classic HMO - T10													
(Previously L10)													
Single	$608.01	$7,296.12	$5,969.52	$1,326.60	$577.41	$6,928.92	$5,660.16	$1,268.76					
Employee/Child (ren)	$1,073.75	$12,885.00	$5,969.52	$6,915.48	$1,019.70	$12,236.40	$5,660.16	$6,576.24					
Employee/Spouse	$1,073.75	$12,885.00	$5,969.52	$6,915.48	$1,019.70	$12,236.40	$5,660.16	$6,576.24					
Family	$1,316.95	$15,803.40	$5,969.52	$9,833.88	$1,250.67	$15,008.04	$5,660.16	$9,347.88					
Classic 2000 - T34													
(Previously L34)													
Single	$611.33	$7,335.96	$5,969.52	$1,366.44	$578.13	$6,937.56	$5,660.16	$1,277.40					
Employee/Child (ren)	$1,079.61	$12,955.32	$5,969.52	$6,985.80	$1,020.98	$12,251.76	$5,660.16	$6,591.60					
Employee/Spouse	$1,079.61	$12,955.32	$5,969.52	$6,985.80	$1,020.98	$12,251.76	$5,660.16	$6,591.60					
Family	$1,324.14	$15,889.68	$5,969.52	$9,920.16	$1,252.23	$15,026.76	$5,660.16	$9,366.60					
HDHP - T96													
(Previously L95)													
Single	$410.46	$4,925.52	$4,925.52	$0.00	$399.60	$4,795.20	$4,795.20	$0.00					
Employee/Child (ren)	$724.88	$8,698.56	$4,925.52	$3,773.04	$705.69	$8,468.28	$4,795.20	$3,673.08					
Employee/Spouse	$724.88	$8,698.56	$4,925.52	$3,773.04	$705.69	$8,468.28	$4,795.20	$3,673.08					
Family	$889.06	$10,668.72	$4,925.52	$5,743.20	$865.53	$10,386.36	$4,795.20	$5,591.16					
CITY H.S.A. CONTRIBUTION			$1,044.00				$864.96						
FLORIDA COMBINED LIFE DENTAL													
Single	$32.77	$393.24	$393.24	$0.00	$32.77	$393.24	$393.24	$0.00					
Dependent	$88.94	$1,067.28	$393.24	$674.04	$88.94	$1,067.28	$393.24	$674.04					

CITY OF PORT ORANGE, FLORIDA
RFP TABULATION SHEET

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RFP NUMBER: RFP-16-11
RFP TITLE: Insurance Brokerage Services
OPENING DATE/TIME: 02/09/16 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Requirements		Acension Benefits & Insurance Solutions Inc.	Arthur J. Gallagher@ Co.	BB&T J. Rolfe Davis Insurance Services	Bouchard Insurance Client First
1	Table of Contents	X	X	X	X
2	Proposer Acknowledgement Form	X	X	X	X
3	Letter of Interest	X	X	X	X
4	Proposers Checklist	X	X	X	X
5	Listing of Previous Experience	X	X	X	X
6	Staff Qualifications	X	X	X	X
7	Methodology and Implementation Process	X	X	X	X
8	Public Entity Crime Statement	X	X	X	X
9	Anti Collusion Statement	X	X	X	X
10	Drug Free/Tie Preference Statement	X	X	X	X
11	Insurance Certificates	X	X	X	X
12	Fee Proposal	X	X	X	X
13	Local Business Affidavit (Optional)		X		X
14	Exception If Any				
13	Deemed Responsive?	X	X	X	X
14	**Total Proposed Fee**	**$** -	**$** -	**$** -	**$** -

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: Mick Neals, Buyer

CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

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RFP NUMBER: RFP-16-11
RFP TITLE: Insurance Brokerage Services
OPENING DATE/TIME: 02/09/16 AT 2:30 P.M.

		Response 5	Response 6	Response 7	Response 8
Submittal Requirements		Brown & Brown of Florida, Inc.- Daytona Beach	Dawson Companies	Gehring Group Insurance Brokers & Consultants	Reames Employee Benefits Solutions, Inc
1	Table of Contents	X	X	X	X
2	Proposer Acknowledgement Form	X	X	X	X
3	Letter of Interest	X	X	X	X
4	Proposers Checklist	X	X	X	X
5	Listing of Previous Experience	X	X	X	X
6	Staff Qualifications	X	X	X	X
7	Methodology and Implementation Process	X	X	X	X
8	Public Entity Crime Statement	X	X	X	X
9	Anti Collusion Statement	X	X	X	X
10	Drug Free/Tie Preference Statement	X	X	X	X
11	Insurance Certificates	X	X	X	X
12	Fee Proposal	X	X	X	X
13	Local Business Affidavit (Optional)	X	X	X	X
14	Exception If Any				
13	Deemed Responsive?	X	X	X	X
14	**Total Proposed Fee**	$ -	$ -	$ -	$ -

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: Mick Neals, Buyer

CITY OF PORT ORANGE
EVALUATION RANKING
SHORT LIST OF PROPOSERS

RFP # 16-11 Insurance Brokerage Services

Evaluation Committee Meeting
Meeting Date: March 2, 2016 @ 2:00 pm

Company Name	Evaluation Committee Members					Total Ranking Score	Final Rank
	Cindy De Pina	Jamie Miller	Susan Lovallo	Erik Repyneck	Evan Doyle		
Acension Benefits & Insurance Solutions, Inc.	69	83	55	67	70	344	6
Arthur J. Gallagher & Co.	76	96	88	84	82	426	2
BB&T J. Rolfe Davis Insurance Services	72	83	60	72	75	362	5
Bouchard Insurance Client First	77	86	55	76	85	379	3
Brown & Brown of Florida, Inc.	81	91	91	93	90	446	1
Dawson Companies	61	92	87	52	72	364	4
Gehring Group Insurance Brokers & Consultants	71	79	35	45	85	315	7
Reames Employee Benefits Solutions, Inc.	73	81	38	30	70	292	8

SHORT LISTED FIRMS
Brown & Brown of Florida, Inc.
Arthur J. Gallagher & Co.

Purchasing Manager: Nora M Fyf

CITY OF PORT ORANGE
EVALUATION RANKING
FINAL RANKING AND RECOMMENDATION OF AWARD

RFP # 16-11 Insurance Brokerage Services

Evaluation Committee Meeting
Meeting Date: March 7, 2016 @ 2:00 pm

	Evaluation Committee Members					Total Ranking Score	Final Rank
Company Name	Cindy De Pina	Jamie Miller	Susan Lovallo	Erik Repyneck	Evan Doyle		
Arthur J. Gallagher & Co.	1	1	1	1	1	5	1
Brown & Brown of Florida, Inc.	2	2	2	2	2	10	2

RECOMMENDATION OF AWARD
Arthur J. Gallagher & Co.

Purchasing Manager: _____

March 17, 2016

Ms. Diana M. Fye, CPPB, FCPA
Purchasing Manager
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Sent via email and US Mail

Dear Ms. Fye:

As you know, on Monday, March 7, 2016, a Recommendation for Award was posted on Demandstar for RFP #16-11 – Insurance Brokerage Services, with the recommendation to award the business to our firm, Arthur J. Gallagher & Co (Gallagher). This was the result of a rigorous, objective and very professionally executed RFP and evaluation process. This process followed the purchasing process of the City and the State of Florida as outlined within the RFP document itself. To reverse that recommendation would undermine the entire purpose of the State's public purchasing rules and the City's purchasing procedures that were carefully followed.

In accordance with that process, on March 14, 2016, Brown & Brown, Inc. (B&B) submitted a "formal written protest." The purpose of their communication was to clarify and dispute items within the City's process that resulted in the recommendation of Gallagher and not their firm. The items they address in their protest are either incorrect or at best, only their opinion.

They contend the Selection Committee deviated from the Evaluation Procedure as defined by the RFP. This is not true. Responses from 8 firms including ours and B&B were opened on February 9, 2016 as per guidelines. On March 2, 2016, the Selection Committee consisting of five representatives of the employees of the City of Port Orange convened to review all proposals and rank the responses. Per Florida Sunshine statues, the meeting was open to the public to observe the proceedings. Our firm along with representative from B&B attended the review. In the review of the written responses, B&B and Gallagher were ranked 1 and 2 respectively. B&B feels the 20 point difference in scores was significant, however the scores were out of 500 total points. 20 points represents a 4% difference in scoring. They fail to point out that the highest score given to any responding firm was a 96, awarded to Gallagher. Based on the close ranking and the competitiveness of both proposals, and as the audio tape will confirm, the City's Selection Committee prudently decided to proceed with oral presentations from both firms.

In their protest letter, they contend that a vote by the Selection Committee members during the oral presentation was not the same "criteria or procedure" as was applied in the review of the written responses. In fact, BOTH firms were evaluated in BOTH the written response and the oral interviews based the City's Evaluation Criteria as listed on Page 25 of the RFP. The criteria is as follows: Fees, Qualifications of the Firm and Team, Understanding of the Work to be Performed, Special Services, Location of the Team and References.

On March 7, 2016, both firms participated in a finalist interview with the exact same committee members who evaluated the written responses. Both firms were provided in advance of the interview the exact same list of questions and were asked to elaborate on their written proposals. As the audio tape will confirm, both firms

Gallagher Benefit Services, Inc.
200 South Orange Avenue, Suite 1350
Orlando, FL 32801

m 407.563.3510
ajg.com

provided answers to all of these questions. Again, a consistent and objective criteria was followed. After both interviews were conducted, the Selection Committee members were asked to rank each firm 1st or 2nd. Gallagher was unanimously ranked number 1. There was no deviation in the City's Evaluation Criteria by any member of the Selection Committee.

In addition, they falsely state in their protest letter that Gallagher altered their price from our original proposed fee of $61,502. In their protest letter, they conveniently leave out the fact that our original written response on page 65, clearly states "The base fee of $50,000 is our consulting fee." As is done in most all RFPs, The City requested that bidders were invited to include additional services not specifically outlined in the RFP, but that could be of use to the City or their employees. We did this, and listed the cost of these services over and above our core consulting fee. These additional services included Employee Advocacy support and COBRA Administration and were part of the total fee of $61, 502. The Selection Committee decided they do not require these services and therefore utilized the core consulting fee as the final cost. There is absolutely no ambiguity or bias on anyone's part and certainly no lack of transparency. In fact, it was expressed by the Selection Committee that they liked the flexibility we gave them to include or exclude these additional services as opposed to having them bundled into the fee.

In the oral presentation, B&B falsely states that our firm does not have any clients with FHCP, and would therefore hold less value in the negotiation process with this particular carrier. In fact, Gallagher has multiple clients with FHCP, and is a Blue Diamond agency with Florida Blue (Blue Cross Blue Shield of Florida) the parent company of FHCP. This ranking gives Gallagher the highest level of authority, support and service from both FHCP and Florida Blue. One member of the Selection Committee can be heard on the audio tape accusing B&B of "mud-slinging".

We have reviewed the initial evaluation audio, the final evaluation audio and the RFP thoroughly. We followed the professional process outlined per the RFP and Evaluation Procedures. The committee assembled of your employees unanimously ranked us higher in the finalist interviews based on the Evaluation Criteria in your RFP. They felt after meeting us that we would act as an extension of their team. We are thrilled at the opportunity to work with the City.

We respectfully ask that the City Council, Mayor and City Manager support the recommendation made by Staff, and approve the recommendation to award the contract to Arthur J. Gallagher & Co.

Sincerely

Eric Scott, CEBS – Area President
Arthur J. Gallagher

Cc: Erik Eavenson
Bridgette Reilly

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

March 18, 2016

Re: NOTICE of RFP Protest Meeting: RFP # 16-11, Insurance Brokerage Services.

To All Proposer's:

The City of Port Orange has scheduled a meeting concerning one (1) RFP protest with regards to RFP # 16-11, Insurance Brokerage Services.

This meeting is scheduled to be held from 3:00 p.m. to 4:00 p.m. on Thursday, March 24, 2016 in the Second Floor Conference Room, City Hall, 1000 City Center Circle, Port Orange, Florida, 32129. The meeting is open and all Proposers may attend. Any documentation or further communication concerning this issue must be submitted in writing and addressed to the Diana M. Fye, Purchasing Manager with a copy to the City Manager, Mr. Michael H. Johansson and City Attorney, Mrs. Margaret Roberts.

Again, the meeting date has been scheduled promptly for Thursday, March 24, 2016 at 3:00 p.m. in the Second Floor Conference Room, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

Sincerely,
Diana M. Fye
Diana M. Fye, CPPB, FCPA
Purchasing Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida, 32129
Office: 386-506-5718 Fax: 386-506-5711
dfye@port-orange.org
www.port-orange.org

PROTEST PACKET

RFP 16-11 Insurance Brokerage Services.

This meeting is scheduled to be held from **3:00 p.m. to 4:00 p.m. on Thursday, March 24, 2016** in the Second Floor Conference Room, City Hall, 1000 City Center Circle, Port Orange, Florida, 32129. The meeting is open and all Proposers may attend.

AGENDA:

City Manager, opening remarks
Department Remarks
Brown and Brown, Inc.
Other Proposers' Remarks
City Manager Questions
City Manager, Closing Remarks

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Tab 2: RFP 16-11 Proposal Opening Tabulation
Tab 3: RFP 16-11 Arthur J. Gallagher Fee Proposal
Tab 4: RFP 16-11 Brown and Brown Fee Proposal
Tab 5: RFP 16-11 Initial Evaluation Committee Meeting Ranking & Shortlist
Tab 6: RFP 16-11 Oral Presentation Final Ranking Process
Tab 7: RFP 16-11 Arthur J. Gallagher Oral Presentation Handout
Tab 8: RFP 16-11 Brown and Brown Oral Presentation Handout
Tab 9: RFP 16-11 Oral Presentation and Final Ranking Tabulation
Tab 10: Evaluation Audio Recordings
Tab 11: RFP 16-11 Complete RFP Document
Tab 12: Email from Brown and Brown, Inc.
Tab 13: Protest Letter from Brown and Brown, Inc.
Tab 14: Letter from Arthur J. Gallagher & Co.
Tab 15: RFP 16-11 Notice of Protest Meeting
Tab 16: RFP 16-11 Agenda for Protest Meeting
Tab 17: Protest Procedures

RFP 16-11 Timeline

RFP 16-11 Timeline

Action:	Date:	Time:
Legal ad and RFP released in News Journal & DemandStar	12/29/16	
Non-Mandatory Pre-Proposal Meeting	01/12/16	10:30 AM
Addendum No. 1 Posted to DemandStar	01/06/16	
Addendum No. 2 Posted to DemandStar	1/11/16	
Last day for questions	01/19/16	5:00 PM
Addendum No. 3 Posted to DemandStar	1/22/16	
RFP due date: Opening	02/09/16	2:30 PM
Post RFP tabulation on DemandStar	02/10/16	
Scheduled Initial Evaluation and Posted Notice on DemandStar	2/22/16	
Scheduled Oral Presentations and Posted Notice on DemandStar	3/2/16	
Oral Presentations held	3/7/16	1:00 PM and 1:30 PM
Recommendation of Award Posted to DemandStar	3/7/16	2:00 PM
Received Intent of bid protest from Brown & Brown	3/10/16	1:42 PM
Received written bid protest from Brown & Brown	3/15/16	9:34 AM
Notified City Manager's Office, Legal Office, Department Head of RFP protest	3/15/16	
Received 1 letter from Arthur J. Gallagher in response to Brown and Brown's protest	3/17/16	2:15 PM
Post notice of protest meeting, agenda and protest documents on demand star	3/18/16	
Send protest packet to city manager, city attorney, department head	3/18/16	
Protest meeting, 2nd Floor Conference Room	3/24/16	3:00 PM

RFP 16-11 Proposal Opening Tabulation

CITY OF PORT ORANGE, FLORIDA
RFP TABULATION SHEET

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7	Methodology and Implementation Process	X	X	X	X
8	Public Entity Crime Statement	X	X	X	X
9	Anti Collusion Statement	X	X	X	X
10	Drug Free/Tie Preference Statement	X	X	X	X
11	Insurance Certificates	X	X	X	X
12	Fee Proposal	X	X	X	X
13	Local Business Affidavit (Optional)		X		X
14	Exception If Any				
13	Deemed Responsive?	X	X	X	X
14	**Total Proposed Fee**	**$** -	**$** -	**$** -	**$** -

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: Mick Neals, Buyer

CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

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14	Exception If Any				
13	Deemed Responsive?	X	X	X	X
14	**Total Proposed Fee**	$ -	$ -	$ -	$ -

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: Mick Neals, Buyer

RFP 16-11 Arthur J. Gallagher Fee Proposal

Fee Proposal

Fee Proposal*		**$50,000**
Employee Advocacy	*$1.50 per employee per month*	**$7,668**
COBRA Administration	*$0.75 per employee per month*	**$3,834**
Online Enrollment System		**$0**

Total	**$61,502**

*The base fee of $50,000 is our consulting fee. The Employee Advocacy and COBRA Administration costs are estimated based on current enrollment of 426 employees. Gallagher has several vendors that have proven success in the past with clients and can provide an online enrollment system with no out-of-pocket cost to the City provided additional worksite products are offered.

RFP 16-11 Brown and Brown Fee Proposal

Proposed Fee……$58,500

Included in proposed fee:

- Administration, design, implementation of Employee Benefits Plan
- PlanSource Benefit Administration Platform
- HR Workplace Services
- COBRA
- Wellness Program
- Draft of Bloodborne Pathogen Protocol
- Actuarial Services
- Zywave

Proposed Fee without PlanSource……$48,500

RFP 16-11 Initial Evaluation Committee Meeting Ranking and Shortlist

CITY OF PORT ORANGE
EVALUATION RANKING
SHORT LIST OF PROPOSERS

RFP # 16-11 Insurance Brokerage Services

Evaluation Committee Meeting
Meeting Date: March 2, 2016 @ 2:00 pm

Company Name	Evaluation Committee Members					Total Ranking Score	Final Rank
	Cindy De Pina	Jamie Miller	Susan Lovallo	Erik Repyneck	Evan Doyle		
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Bouchard Insurance Client First	77	86	55	76	85	379	3
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Reames Employee Benefits Solutions, Inc.	73	81	38	30	70	292	8

SHORT LISTED FIRMS
Brown & Brown of Florida, Inc.
Arthur J. Gallagher & Co.

Purchasing Manager: Nora M Fyf

RFP 16-11 Oral Presentation Final Ranking Process

FORMAL ORAL PRESENTATIOS/INTERVIEWS (If Required):
The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and proposers will be notified via www.demandstar.com at least (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The City will allot equal time for each proposer divided into two sequential parts: formal presentations and question and answers. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:
After the oral presentation is completed, the Committee will score all proposals to determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the City.

The Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The final ranking sheets by the committee will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

ESTIMATED TIME SCHEDULE

Release of RFP:	**December 29, 2015**
Non-Mandatory pre-proposal meeting	**January 12, 2016 at 10:30 a.m.**
Last day for questions:	**January 19, 2016 at 5:00 p.m.**
Return Deadline for RFP'S:	**February 9, 2016** ***by 2:30 p.m. local time***
Interviews, Ranking and Award:	To be determined
Proposers Begin Work:	To be determined

CONTRACT TERM / COMPLETION TIME:
The contract shall be valid upon issuance of Notice to Proceed and/or purchase order and continue for a one (1) year period with three (3) additional one (1) year renewal options.

RFP 16-11 Arthur J. Gallagher Oral Presentation Handout

Follow-Up Questions

MARCH 7, 2016

Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS™

Financial

How can your firm assist the City financially?

Data-driven decisions. We develop and implement best practices and evidence-based strategies.

See page 29, question 5 in our response

How successful are your firm's renewals/negotiations?

Extremely successful. Our in-house actuaries are available to review carrier renewal formulas and challenge them with expert analysis. Additionally, we leverage our strength as Florida's largest broker. We are recognized as being in the top 1% of brokers by every carrier and have representation across the state on carrier broker advisory boards.

See page 8, question 9d; page 22 (David Parker); page 52, question 10

What other cost saving measures have your firm successfully utilized (such as transitioning to self-funding, etc.)?

We have engaged in cost-saving measures such as alternative funding methods, implementing wellness programs and measuring their ROI, conducting dependent audits to remove ineligible dependents from the plan, and evaluating pharmacy benefit management programs to name a few.

See page 50, question 5

What analysis will your firm provide, including any follow up action plans related to the analysis?

We are data driven. We conduct strategic reviews analyzing areas such as claim spend, utilization, benchmarking and employee feedback. We engage in contribution and plan modeling to determine how to most efficiently manage your benefit dollar. In addition, we employ tools such as our Workforce Evaluation and Compensation and Benefits Sustainability tools to take an even deeper dive into your workforce. We use these tools to measure the effectiveness of your strategies against the uniqueness of your workforce and project the sustainability of your program years into the future. These "data analysis" projects are important to our engagement as your consultant and always result in an action plan.

See pages 47-50, question 3

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Any other aspects on how your firm will get us the best premium for the best product.

In addition to our market strength and data driven consulting, we are first in spotting, analyzing and implementing effective trends in benefits. These include Telemedicine to reduce out-of-pocket costs and trips to the doctor, group captives providing buying power to smaller employers, imaging carve outs focusing on top-tier lower cost providers, and narrow networks to better focus on lower cost, high performing providers.

See page 37

Employees

How will your firm assist our Human Resources team and what special services will you provide?

The depth of our team is extremely important to provide the quality services we commit to you. We will engage HR throughout the year to ensure that commitment is delivered. Additionally, we can engage in special projects like surveys, focus groups, benefit committee support, reports to management, total compensation statements, and benefit planning presentations and communications.

See page 28, question 3; page 42, question 10a; page 47, question 3

How much of a burden will be lifted off of the City when it comes to organizing and planning events such as Open Enrollment and Wellness Fairs (Estimated City Time versus Broker Time)?

We will remove waste, reduce the burden and improve efficiencies with your program delivery. We have outlined the focused manner in which we will design, implement, monitor and measure these programs to minimize your team's time and maximize the output.

See page 38, question 9c; page 40; questions 9d and 9e

How much will your firm assist in the implementation of an online Benefit Product (Estimated City Time versus Broker Time)?

We will take a targeted approach to your benefit administration system to minimize the impact to the City and employees. We will assess your needs and determine the challenges involved with implementing the desired system. We will utilize our retained consulting firm, Gruppo Marcucci, who specializes in HR and Benefits Administration technology, to evaluate and select the appropriate system and create a timeline for implementation aimed at minimizing the work for the City.

See page 44, question 17

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What wellness initiatives will your firm get off the ground?

We will engage the City in assessing the current effectiveness of the wellness initiatives in place today against the current goals. From this initial assessment, we will develop a plan and a budget to move forward with a wellness plan to heighten productivity and strengthen employee engagement. We have outlined these steps in our RFP response.

See page 41, question 9f

How much does your firm consider ease of administration when analyzing your recommendations for vendors?

As mentioned in an early question, price is only one factor in an insurance product. We take a much deeper dive into the many aspects of the insurance carrier. With regards to ease of administration, we review areas such as electronic administration capabilities, especially when an online enrollment system is involved.

See page 53, question 10

Will your firm disclose these concerns with the City about a potential vendor?

Yes

Any other aspects relating to how your firm will assist our HR team in being the most successful and efficient department possible?

We focus our engagement with our clients on helping them become "Best In-Class" employers. We invest heavily in integrated resources such as compliance teams, wellness teams, actuarial services, benchmarking tools and more. We not only make promises, we deliver on those promises. We are recognized by Forbes as a 2015 America's Best Employer. We know what it takes to become "Best In-Class". We are the only insurance broker to be recognized as one of the "World's Most Ethical Companies". Our culture emphasizes teamwork, inclusiveness and mutual respect.

See page 7, question A; pages 59-60

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Additional

Please disclose any and all commissions (including but not limited to volume commissions), profit shares, or any other form of payment or profit received by your firm (or by individuals within your firm) from the carriers with whom coverage for the City of Port Orange will be placed.

We subscribe to full transparency. Upon engagement and again annually, we will disclose any and all fees and/or commissions to include supplemental commissions received through the carriers with whom coverage will be placed.

This proposal of coverage is intended to facilitate your understanding of the insurance program we have arranged on your behalf. It is not intended to replace or supersede your insurance policies.

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The Gallagher *Difference*

Benefits and HR Solutions

- Health & Welfare
- Healthcare Analytics
- Human Resources & Compensation
- Voluntary Benefits
- Executive Benefits
- Retirement Plan
- Multinational Benefits & HR
- Institutional Investment & Fiduciary Services

Core Consulting Practice Areas

Wellness Consulting

- Regional and Local Support
- Cost Control Strategies
- Employee Engagement
- Total Rewards Best Practices

Financial Analysis & Support

- Plan Design/Contribution Analysis
- Contract Structure & Carrier Negotiations
- Pricing, Risk Analysis, Claims Analysis
- Funding Strategies

Compliance Consulting

- Divisional and Regional Support
- Plan Document Resources
- Healthcare Reform Support & Education
- Webinars, Newsletters, Bulletins

Employee Communication and Engagement

- Onsite Enrollment Meetings
- Custom Benefits Booklets & Materials
- Benefit Plan Satisfaction Surveys
- Employee Newsletters & Plan Education

Your Gallagher Team

Strategy

- **Erik Eavenson** | *Lead Consultant*
- **Bridgette Reilly, CEBS** | *Co-Consultant*
- **Eric Scott, CEBS** | *Executive Oversight*

Service

- **Charlotte Bone, GBA** | *Director of Account Management*
- **Wendy Brey** | *Dedicated Account Manager*
- **Debbie Lewis** | *Account Service Representative*
- **Melissa Blake** | *Benefits Analyst*

Support

- **Shira Wilensky** | *Health Management Consultant*
- **David Parker, ASA, MAAA** | *Actuarial Consultant*
- **Paul Hebert, JD** | *Florida Compliance Consultant*
- **Michael Thomas, Pharm D** | *Pharmacy Consultant*
- **Rhonda Marcucci, CPA** | *President, Gruppo Marcucci*

***Gallagher** is the **only** insurance brokerage & consulting firm to be recognized as one of the World's Most Ethical Companies*

2012 WORLD'S MOST ETHICAL COMPANIES WWW.ETHISPHERE.COM
2013 WORLD'S MOST ETHICAL COMPANIES WWW.ETHISPHERE.COM
2014 WORLD'S MOST ETHICAL COMPANIES WWW.ETHISPHERE.COM
2015 WORLD'S MOST ETHICAL COMPANIES WWW.ETHISPHERE.COM

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The Gallagher *Approach*

Current and Future Sustainability

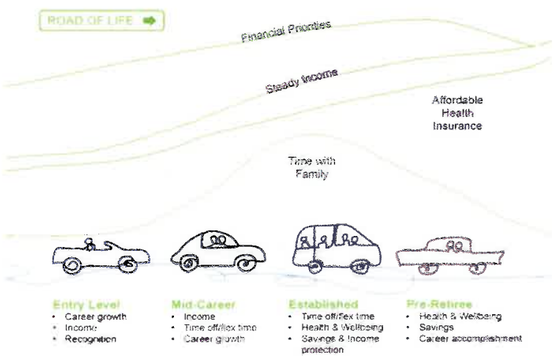
Workforce Evaluation

Gallagher's proprietary methodology that provides valuable insights into your employee population and examines the underlying trends that affect your human capital strategy

Rationalizing and managing your spend on compensation and benefits

Tailoring total rewards to drive talent engagement and productivity

Enhancing the employee value proposition



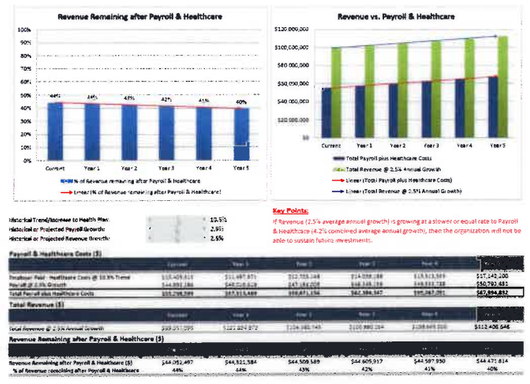
Compensation & Benefits Sustainability Analysis

Provides a deeper dive into your benefits and compensation costs in relation to your revenue with forward-thinking analytics to help you make educated decisions for the future

Evaluating your current compensation and benefits spend in relation to your revenue

Assessing the impact of future healthcare costs

Measuring your projected sustainability to help make educated, data-driven decisions



Wellbeing & Total Rewards

Physical Health

Social / Emotional Health

Financial Health

The **whole person** comes to work each day, and **each employee's** wellbeing influences individual & organizational **performance**

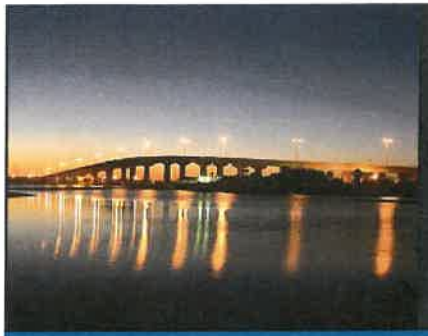
Career Health

Community Health

At Gallagher, we consider ourselves to be an extension of your Human Resources department. We **partner** with you, **meet** your needs, and **exceed** your expectations.

Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS™

RFP 16-11 Brown and Brown Oral Presentation Handout



City of Port Orange
Insurance Brokerage Services
Bid #16-11

Brown & Brown INSURANCE

Presented by:

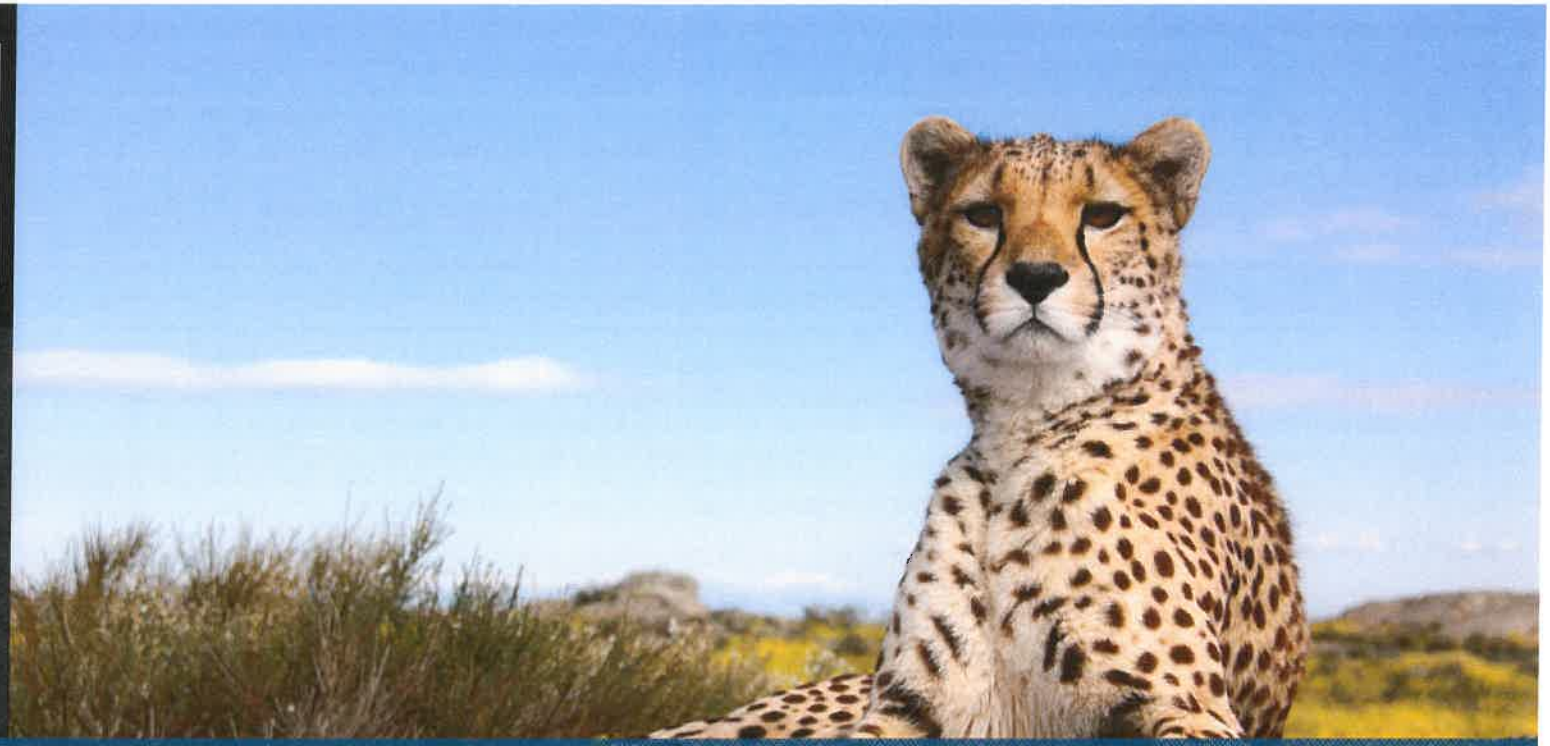
Corey McMeeking
Employee Benefits Specialist

Julie Freidus
Senior Vice President

Agenda

- Introduction
- How Brown & Brown will assist the City Financially
- How Brown & Brown will assist the City's Employees
- How Brown & Brown will assist the City's HR Team including special services
- Compensation

Brown & Brown INSURANCE



Who We Are

We are the 6th Largest Independent Insurance Intermediary in the United States

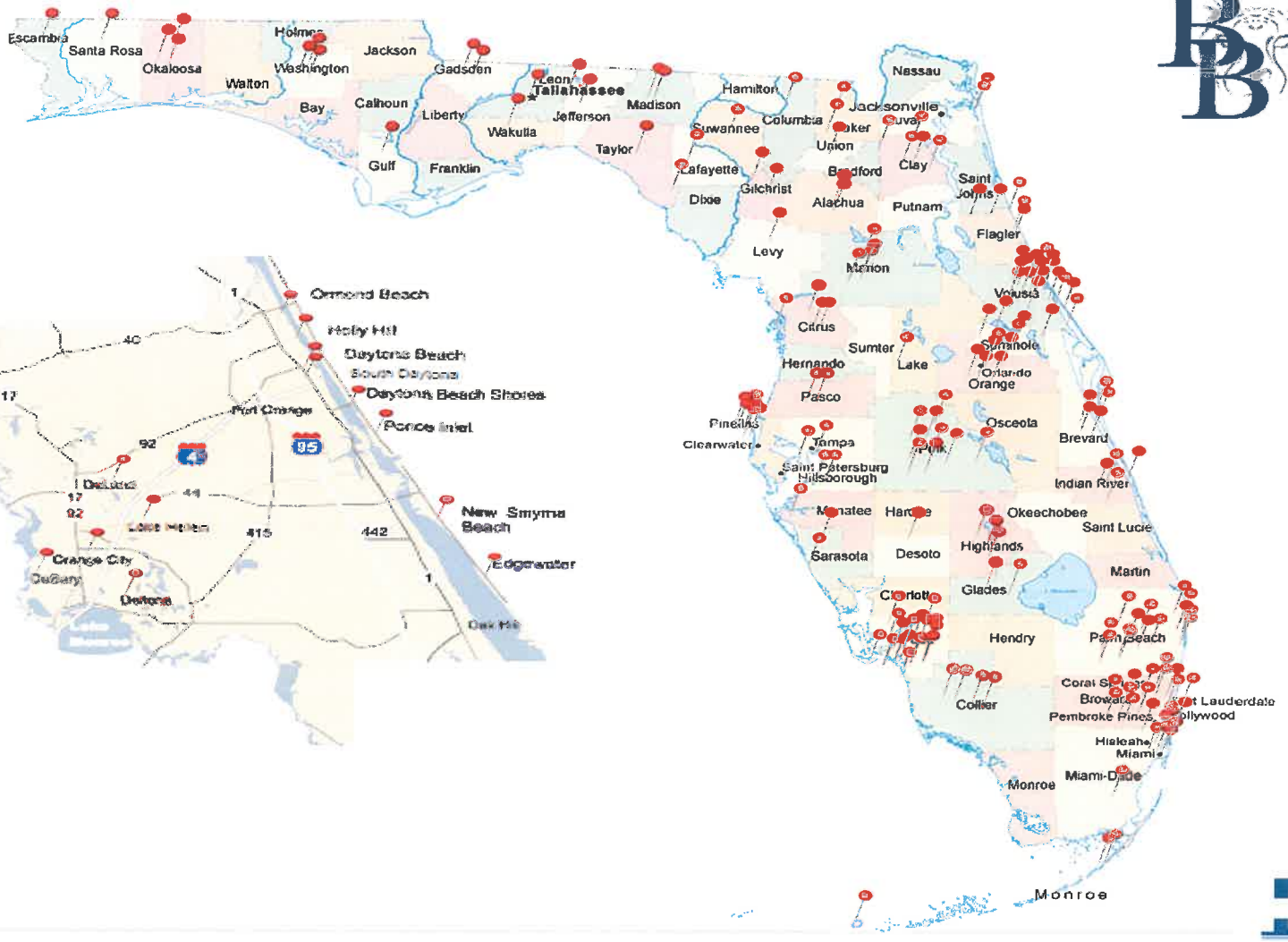
Headquarters
Daytona Beach

Over 190 Offices

Established in 1939

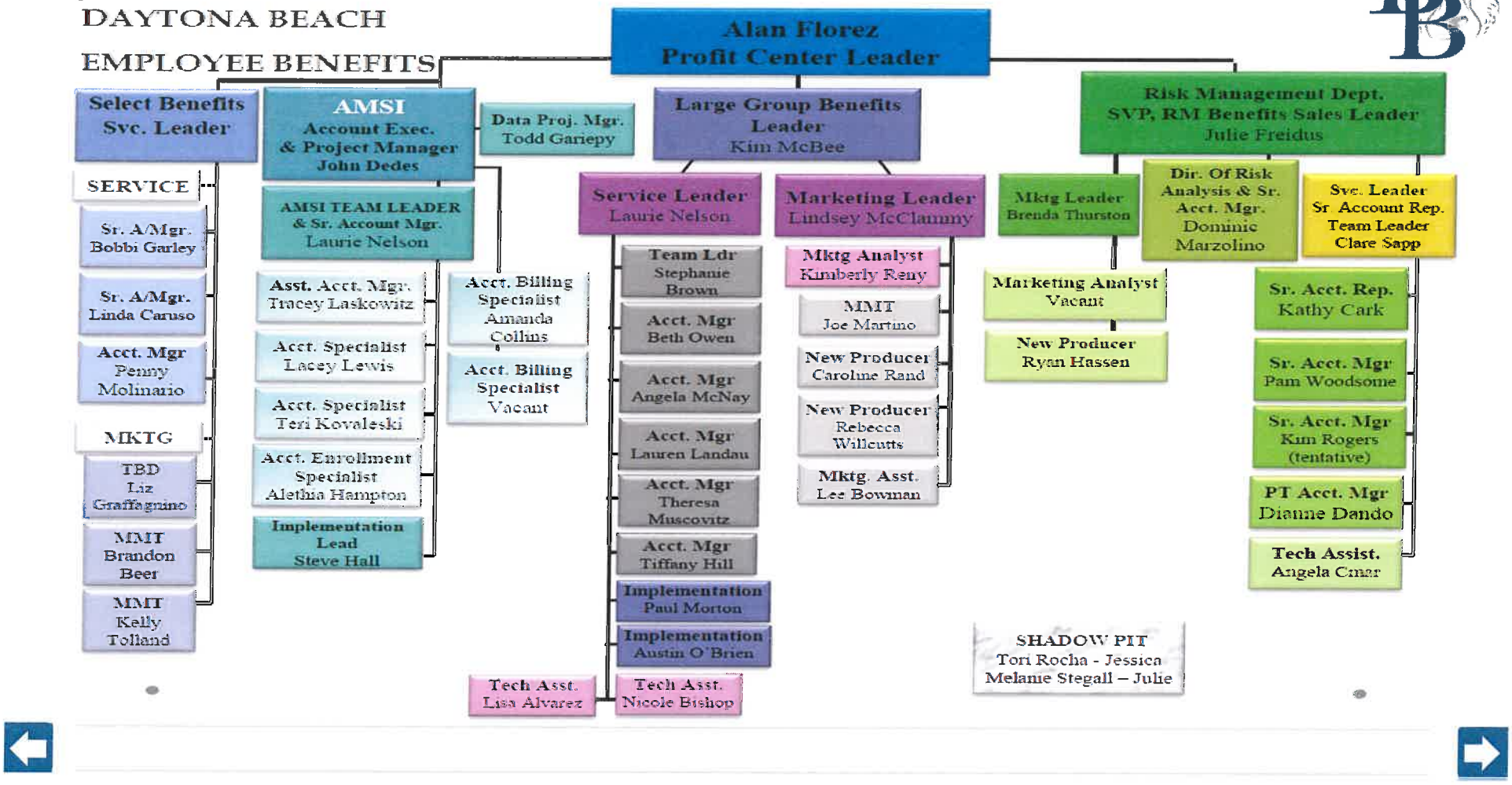
More than 8,000 employees Nationally including 73 that live within the Port Orange City Limits

State of Florida
Public Entity Clients



Volusia County
Public Entity Clients

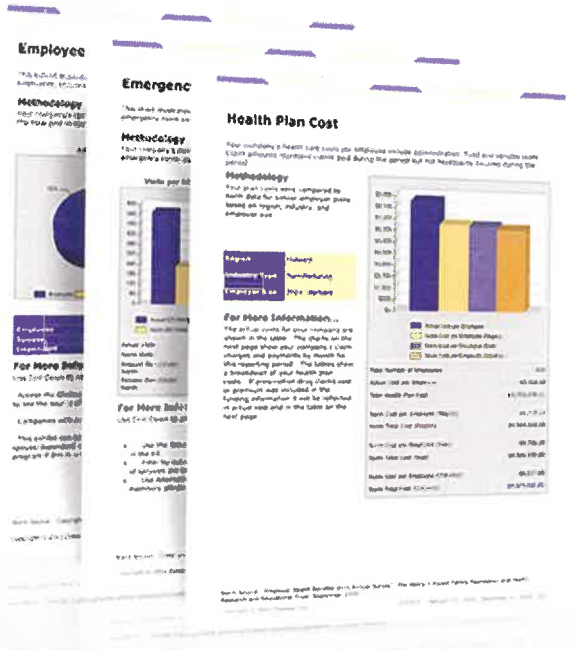
Brown & Brown Daytona Organizational Chart



Brown & Brown INSURANCE

How Brown & Brown will assist the City Financially

Question #1



Financial

- How can your firm assist the City Financially?
- How successful are your firm's renewals/negotiations?
- What other cost saving measures have your firm successfully utilized (such as transitioning to self-funding, etc.)
- What analysis will your firm provide, including any follow-up action plans related to the analysis?
- Any other aspects on how your firm will get us the best premium at the best product.

Cost Containment

Leverage and Negotiating Power with Insurance Carriers

- Employee Benefits Premium in excess of $4,000,000,000 Nationally
- The Daytona Beach Office consults or acts as a broker on 14 of the 16 municipalities in Volusia County and 74 throughout Central Florida
- Combined Medical savings on Volusia County municipalities in 2015 exceeded $1.6 million

Detailed Claims Analysis

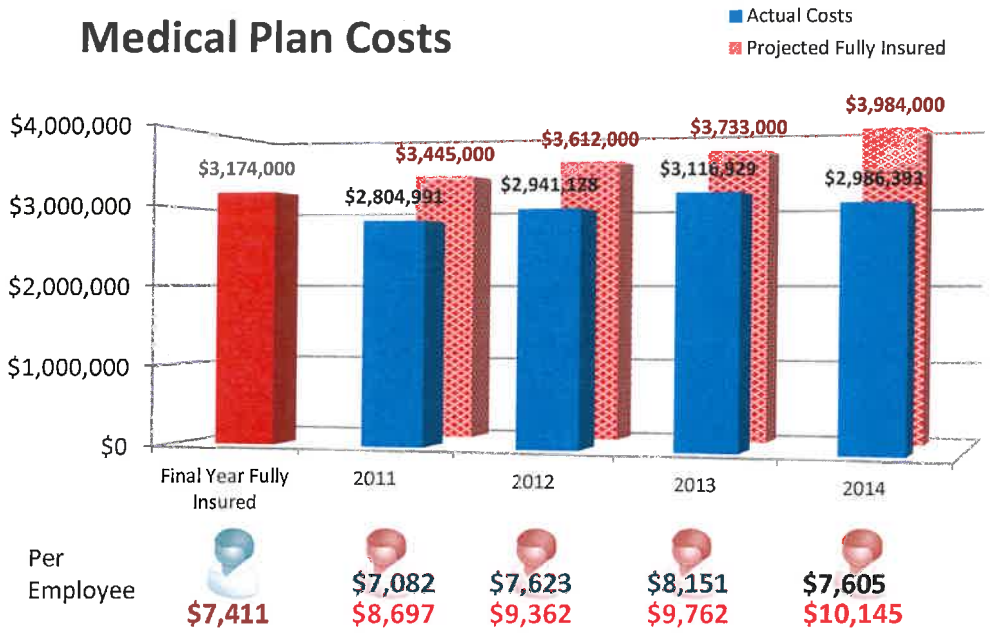
- In-house underwriting and Actuarial team
- Detailed claim reports included but are not limited to Total Cost Summary Med/RX, Fully Insured vs Self Funded Cost Composition, Net Cost Wrap-up, EE contribution Comparisons, Plan & Enrollment Distribution, Bench Marking, Quarterly Comparisons, Self Funded Budget Projection, Large Claim Profile, Renewal Work-up . (Examples Provided in Packet)

Market Innovation & Creativity

- Brown & Brown-Daytona developed the Florida Government Healthcare Solutions (FGHS) Consortium
- Experience Moving Local Municipalities from Fully Insured to Self funded
- Local Experience Developing and Soliciting Health Clinics
- Working with FHCP to develop an additional product with a Lower Cost Network

Specific Examples

Medical Plan Costs



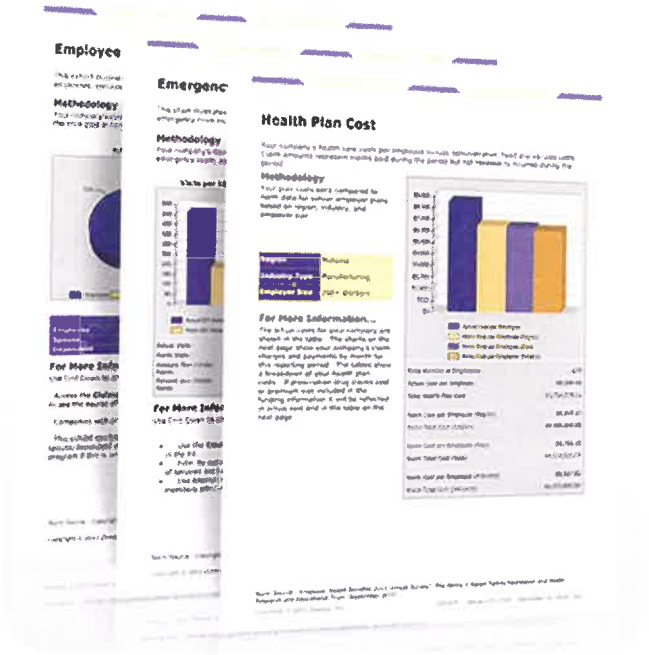
Includes ALL Medical Plan Program Costs

*Projected Costs Based on Aon Hewitt Health Value Initiative 2013

City of Palm Coast

- 10-30% increases year over year fully insured
- Transitioned to Self-funded in July 2010
- Added employee health clinic January 2011
- Negotiated contract with local vendor
- Zero cost to employees
- Changed plan design from HMO/PPO to HMO/HSA. Fully funded the HSA so no employee would have an out of pocket cost
- Negative trend first several years
- Implemented Wellness Plan
- Average employee and employer cost increase over last 5 years of 1%
- Fully compliant with Section 112.08 of Florida Statutes
- Implemented this strategy for Flagler County School District. Saved over $1,500,000 since 2013

Specific Examples



City of Ormond Beach

- In 2010 we negotiated a new plan with FHCP for City of Ormond
- Plan was filed with the State of Florida for Ormond Beach, but became FHCP best selling HMO product for the next 2 years
- In process of transitioning this group to self-funded over the next couple of years
- Implementing comprehensive wellness strategy
- Clinic RFP 2016

OIR Approval Received for Florida Local Government Health Insurance Consortium (FLGHIC)

OFFICE OF INSURANCE REGULATION

FINANCIAL SERVICES COMMISSION
RICK SCOTT
GOVERNOR
JEFF ATWATER
CHIEF FINANCIAL OFFICER
PAM BONDI
ATTORNEY GENERAL
ADAM PUTNAM
COMMISSIONER OF AGRICULTURE

KEVIN M. MCCARTY
COMMISSIONER

via email: beth.vecchioli@hklaw.com

December 10, 2013

Ms. Beth A. Vecchioli
Florida Local Government Health Insurance Consortium
315 South Calhoun Street
Suite 600
Tallahassee, FL 32301

RE: FLORIDA LOCAL GOVERNMENT HEALTH INSURANCE CONSORTIUM
FILE LOG NUMBER: SIP 13-21237
PLEASE REFER TO THIS FILE NUMBER WHEN CORRESPONDING

Dear Ms. Vecchioli:

The Office of Insurance Regulation has reviewed your initial report for the above referenced plan, including the statement as to the plan's actuarial soundness. Since the plan has provided the required information, your filing is **ACCEPTED** as being in compliance with the requirements of Section 112.08, F.S. We look forward to receiving your plan year 2014 report within three months following the end of that plan year.

Thank you for filing the required information.

Sincerely,

Office of Insurance Regulation

FLORIDA OFFICE OF INSURANCE REGULATION • LIFE & HEALTH PRODUCT REVIEW
200 EAST GAINES STREET • TALLAHASSEE, FLORIDA 32399-0328 • (850) 413-3132 • FAX (850) 922-3866
website: www.floir.com

Affirmative Action / Equal Opportunity Employer

Cost Containment

- Three to Five year strategic plan. Set Goals and Action Plan
- Search Market for and Innovate new Strategies/Negotiate
- Implement a comprehensive wellness plan
- Employee Education
- Online enrollment support. Ability to track the employees online progress in real time.

Brown & Brown INSURANCE

CITY OF PORT ORANGE 1867 FLORIDA

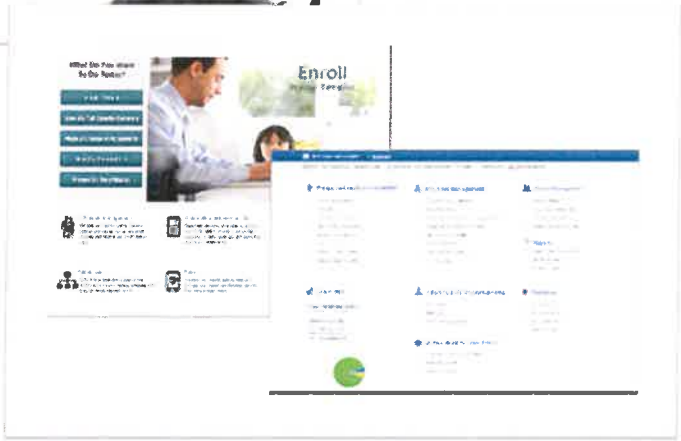
How Brown & Brown will Assist the City's Employees

Employee Education & Support

Question #2

- How will your firm assist our employees?
- What is your firm's contact like for adjudicating difficult claim matters?
- Will your firm meet our employee's in person?
- In considering renewals, how much do aspects of a provider such as the disruption of carriers or level of service/tendency to deny claims play into their recommendation for vendors?
- Will they disclose these concerns with the City about a potential vendor?
- Will our employees be able to directly contact the Broker or will they need to go through HR?
- Any other aspects related to our employee's wellbeing?

Employee Education & Support



- Experienced & Dedicated Account Managers with over 250 years of combined experience
- Dedicated Brown & Brown Service representatives with each of the carriers *See illustration to the left
- Enrollment and requested education sessions done in person by Brown & Brown
- Online enrollment support. Ability to track the employees online progress in real time
- Dedicated Employee Mailbox & 1-800 service number
- Assist Employees with cost estimations. Provide communication on Financial, Health & Wellness Topics

Employee Education

Cost Estimators

Tonsil Removal
Hospital A: $ 2,495
Hospital B: $ 1,344
Savings: $ 1,151

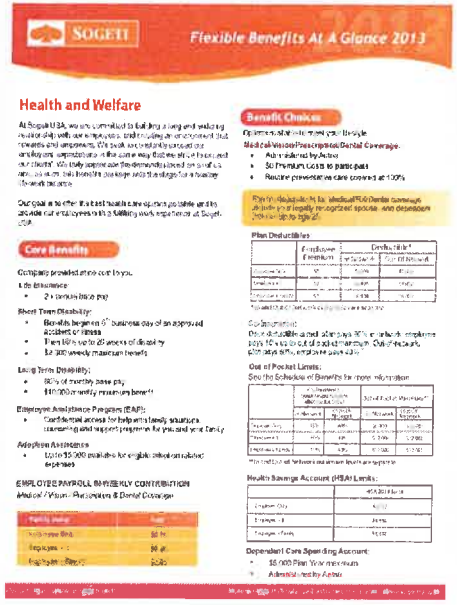
Compare Drug Cost

- Local Programs
- Mail Order vs. Pick up
- Are they asking the question, *how much?*

Employee Education & Support

Employee Communications

Benefits at a Glance


SOGETI

Flexible Benefits At A Glance 2013

Health and Welfare

Core Benefits

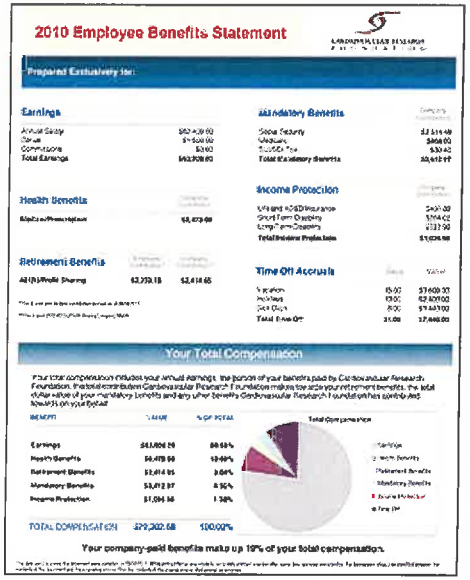
Benefit Choices

Plan Deductibles

Out of Pocket Limits:

Health Savings Account (HSA) Limits:

Compensation Statements


2010 Employee Benefits Statement

Prepared Exclusively for:

Earnings

Mandatory Benefits

Health Benefits

Income Protection

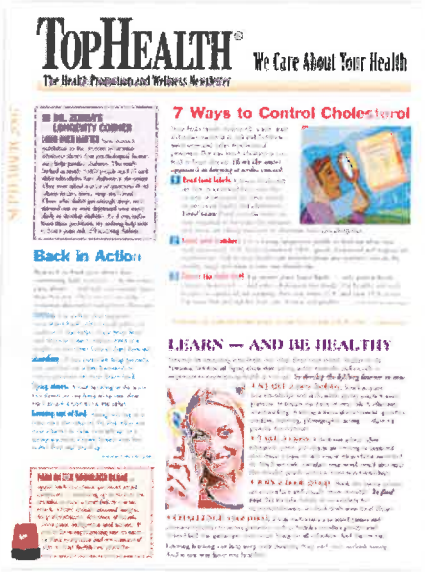
Retirement Benefits

Time Off Accruals

Your Total Compensation

Your company-paid benefits make up 10% of your total compensation.

Health & Wellness


TopHEALTH

We Care About Your Health

The Health Promotion and Wellness Newsletter

7 Ways to Control Cholesterol

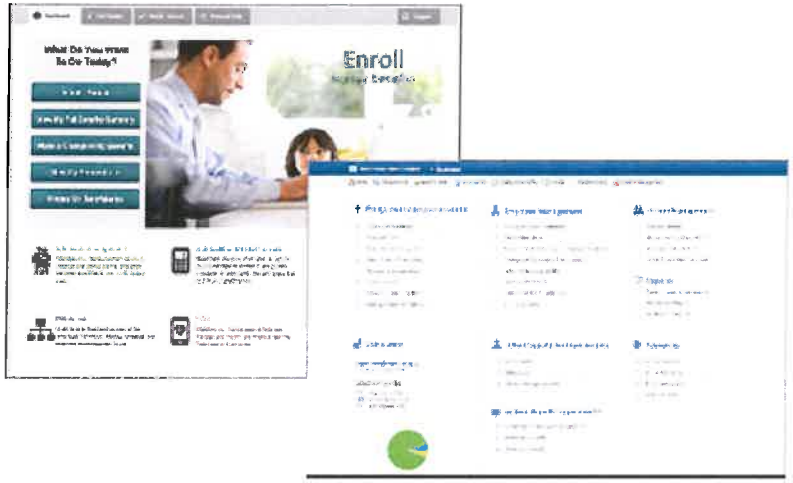
Back in Action

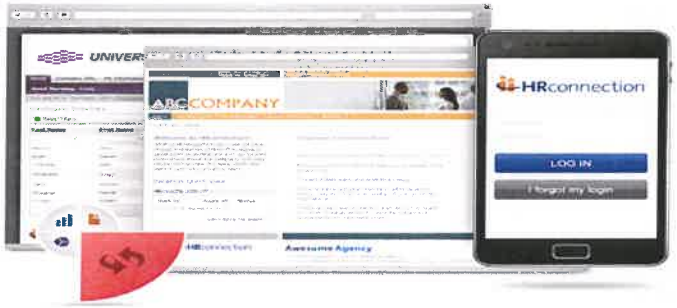
LEARN — AND BE HEALTHY

Brown & Brown INSURANCE

How Brown & Brown will assist the City's HR Team including Special Services

HR Assistance



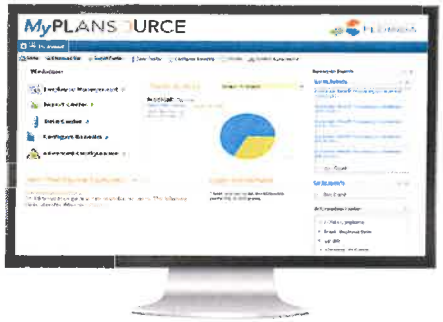


Client

- How will your firm assist our Human Resources Team and what special services will you provide?
- How much of a burden will be lifted off the City when it comes to organizing and planning events such as Open Enrollment and Wellness Fairs (Estimated City Time vs Broker Time)?
- How much will your firm assist in the implementation of an online benefit product (Estimated City Time vs Broker Time)?
- What Wellness Initiatives will your firm get off the ground?
- How much does your firm consider ease of administration when analyzing your recommendations for vendors?
- Will your firm disclose these concerns with the City about a potential vendor? Any other aspects relating to how your firm will assist our HR team in being the most successful and efficient department possible?

Benefit Administration Platform

Advantages over other Technology



http://plansource.com/video/brownandbrown-short.html

- Carrier Flexibility with Seamless Electronic Transfer of Data
- ACA Compliance – 6055 & 6056 Reporting, variable Hour Tracking
- Best in Class Reporting & also available in Spanish
- Mobile Technology – Apps available for Droid & Iphone
- Save $$$ on Administration Costs - Solution is included in the Fee

HR Services

Special Services

- ✓ Benefits Administration online enrollment, including ACA tracking and reporting
- ✓ Legislative updates from internal and external legal counsel, including COBRA, HIPAA, ERISA
- ✓ Access to HR Workplace Services (HRWS) including Wage & Hour, Healthcare Reform and additional HR guidance.
- ✓ Zywave Technology including HealthShop wellness newsletters
- ✓ Assist with drafting and implementation of Blood Borne Pathogen Exposure Protocol

Special Services Eliminate & Reduce:

- ~~Paper Forms~~
- ~~Multiple Web Sites~~
- ~~Manual tracking of variable hour employees~~
- ~~Section 6055 & 6056 ACA reporting~~
- ~~Generating census data~~

The Brown & Brown Wellness Solution

The Way to Wellness starts here!

Health and Wellness 101: Carrier Integratio

- ✓ Establish and outline company wellness initiative
- ✓ Consult with client to develop a wellness plan of action
- ✓ Partner with medical carrier in the utilization of wellness tolls and information readily available
- ✓ Insure compliance to ACA , DOL and EEOC guidelines

Health and Wellness 201: BB Wellness

- ✓ Establish and outline company wellness initiative
- ✓ Consult with client to develop a wellness plan of action
- ✓ Develop wellness policy and procedure and employee communications plan
- ✓ Work with client wellness committee to establish activities and incentives
- ✓ Track and Analyze results
- ✓ Insure compliance to ACA , DOL and EEOC guidelines

Health and Wellness 301: Vendor Managemen

outline

wellness initiative

- ✓ Consult with client to develop a wellness plan of action
- ✓ Pursue vendor for wellness plan administration from preferred vendor
  - ✓ BB Pure Wellness
  - ✓ Vivarae
  - ✓ Red Brick
- ✓ Work with client wellness committee and vendor to establish activities and incentives
- ✓ Track and Analyze results
- ✓ Establish ROI
- ✓ Insure compliance to ACA

Wellness Challenges & Solutions

THE BIGGEST LOSER

February 29-May 20, 2016

Challenge:

- 12 week challenge
- 1 individual Grand Prize winner
- 1 individual winner per location
- 1 monthly team winner (3 total)
- Winners determined by largest percentage of weight loss.

Tracking:

- Weigh in every Monday
- Calculate percentage of weight lost
- Report to your location's Champion

Prizes Include:

Grand Prize: (Choose 1 of the 3)

- $1,500 Shopping Spree
- Cruise
- Resort Spa Package

Individual Winners:

- $200 Gift Card

Monthly Team Winners:

- $25 Gift Card per Participant
- Team Trophy

Calculation:

Original Weight-Current Weight
Original Weight=# x 100

(Ex. 175-150/175=.14 x 100=14%)
14% weight loss

WALK TO PARADISE

AUGUST 24– OCTOBER 4, 2015

Challenge:

- Each location competes against the others
- 6 week journey lasting from August 24th —October 4th
- Winning team is determined by highest average miles per location (1 mile = 2,000 steps)

Prizes Include:

- Grand prize
  - Tropical Cruise (Top Individual on Winning Team)
- Top individuals per location with most steps
  - 2nd Place: TV
  - 3rd Place: GoPro
  - 4th Place: Bicycle
  - 5th Place: Gift Cards
- Random Participation Drawing per participating location
  - iPad Minis
- Individuals from the winning team with most steps
  - $50 Gift Cards
- All Challenge Participants
  - Gym bag & towels

Three Ways to Track Miles:

1. Apple Health App
2. MapMyWalk
3. Provided Pedometer

Sign up from August 10-14 with Maleia Satterlee, your wellness Champion!

Wellness Communication

URGENT CARE OR EMERGENCY ROOM?

When an emergency strikes, you know you need care fast. How can you tell if you or your loved one should utilize the ER or if you have other options?

There isn't always a simple answer to the above question. However the best place to start is to fully understand the difference between urgent care and emergency room treatments.

Urgent Care:

URGENT CARE CLINIC

Could also be called a "doc in a box" these are freestanding walk-in centers which usually offer extended hours. If you have a condition and can't schedule to see your family doctors urgent care is a great option. These doctors can treat non-life-threatening medical situations, perform basic x-rays, lab work and may dispense prescriptions just like your family doctor.

Some Conditions/ Symptoms for Urgent Care:

- Fever without rash
- Minor trauma such as common sprain
- Painful sensation
- Severe Sore throat
- Vomiting
- Common Cold
- Minor rashes

Advantages:

- Smaller Wait times
- Quality Care
- Less Out of Pocket Cost

If an urgent care doctor feels your condition is more serious, they will get you to the emergency room for further treatment.

Emergency Room:

The Emergency Room was designed to give life-c limb-saving care. However, emergency rooms a no longer the fastest choice for your medical needs, or the most cost-effective. According to t federal Agency for healthcare research and quali and average ER visit cost in the mid $500. Nevertheless, *when in doubt, it's better to be saf and go to the closest ER.*

Some Conditions/ Symptoms for Emergency Ca

- Loss of balance or fainting
- Severe heart palpitations
- Newborn with a fever
- Head and eye injuries
- High fevers or fever with rash
- Intestinal bleeding
- Difficulty speaking, altered mental status
- Chest pain or pressure
- Uncontrolled bleeding

3

FIGHT OFF THE FLU

Every year we are faced with the fear of influenza also commonly known as the flu. The flu is a highly contagious respiratory illness that attacks the upper and lower respiratory tract. There are more than 100 strains of the flu that surface every few years. They're not sick yet, but flu season is on it's way.

Flu Prevention

- Cover your nose and mouth with a tissue when you sneeze or cough.
- Wash hands often with soap and water or alcohol-based hand sanitizer.
- Avoid touching your eyes, nose or mouth. Germs spread this way.

FLU Symptoms:

- Coughing
- Headache
- Congestion
- Sore Throat
- Sneezing
- Chest Discomfort
- High Fever
- Fatigue
- Weakness

5 SIMPLE WAYS TO STAY COLD AND FLU FREE THIS SEASON

1. Garlic it up! It's time to start cooking up lots of garlic. The potent bulb contains the compound Allicin, which is known to have antiviral properties that may prevent colds and the flu, explains Keri Glassman, nutritionist and author of The New You and Improved Diet.
2. Sweat. Either a passive sweat such as a sauna or steam room or even a good run will do! Our body releases toxins from deep tissues as a natural detoxification process.
3. Sleep in! We all love to sleep but hardly any of us get enough of it. Either try to go to bed a little earlier or get those few extra minutes in the morning. It's important to get 7-8 hours a night to help make you more energized and helps your immune system better fight off pesky germs.
4. Sip some homemade soup! We all know we should eat soup when we are sick however eating while your healthy can help strengthen your disease fighting cells and keeps viruses from hanging around too long in your nose and throat.
5. Get cultured. Probiotics found in yogurt helps bolster your immune system by increasing the number of white blood cells in your body. Go for one with multiple strands of bacteria- yup that's right, some bacteria is actually good for you!

Generic VS Brand Prescriptions, Is there a Significant Difference?

We want to help get you the medicine you need to live a more enjoyable life

To help hold down costs for you and your employer we encourage appropriate drug selection along with utilization. The design ensures members receive safe, cost-effective drugs. For many prescriptions there are numerous generic options that are just as effective and safe as the brand name, however will be a fraction on the price.

What you need to understand about generic drugs:

1. When a generic drug product is approved it has met rigorous standards established by the FDA with respect to identity, strength, quality, purity and potency.
2. The generic drug manufacturer must prove its drug is the same as (bioequivalent) the brand name drug. Essentially generic drugs will have the same components as the brand.
3. FDA ensures that the generic product performs the same as the respective brand name product.
4. Generic drug modeled after a single, brand name drug must perform the same in the body as brand name. There will always be a slight, but not medically important, level of natural variability.

Publix offers a variety of prescriptions free of charge!

PHARMACY

Saving Your Big Bucks!

Publix Free Drug List:

- Lisinopril: Used to prevent, treat, or improve symptoms of high blood pressure, certain heart conditions, diabetes and certain chronic kidney conditions
  Prescription FREE – Maximum of 30-days supply (up to 60 tablets)
- **Metformin: Part of the Publix** Diabetes Management System, you can get a 30- day supply (90 tablets) of generic immediate-release metformin.

Antibiotics List:

- Amoxicillin
- Ampicillin
- Cephalexin (Capsules and suspension only)
- Sulfamethoxazole/Trimethoprim
- Ciprofloxacin
- Penicillin VK

TARGET PHARMACY

Target Pharmacy offers 24 Generic Drugs
Find the list of Drugs at:
www.target.com/pharmacy/generics-alphabetic

Walmart Pharmacy offers 54 Prescriptions
Find the list of Drugs at:
www.walmart.com Under Pharmacy

Walmart Pharmacy

2

Brown & Brown INSURANCE®

Compensation

Compensation

Proposed Fee.....$58,500

Included in proposed fee:

Administration, design, implementation of Employee Benefits Plan
PlanSource Benefit Administration Platform
HR Workplace Services
COBRA
Wellness Program
Draft of Bloodborne Pathogen Protocol
Actuarial Services
Zywave

Proposed Fee without PlanSource.....$48,500

Brown & Brown INSURANCE

Any Questions?

RFP 16-11 Oral Presentation and Final Ranking Tabulation

CITY OF PORT ORANGE
EVALUATION RANKING
FINAL RANKING AND RECOMMENDATION OF AWARD

RFP # 16-11 Insurance Brokerage Services

Evaluation Committee Meeting
Meeting Date: March 7, 2016 @ 2:00 pm

	Evaluation Committee Members					Total Ranking Score	Final Rank
Company Name	Cindy De Pina	Jamie Miller	Susan Lovallo	Erik Repyneck	Evan Doyle		
Arthur J. Gallagher & Co.	1	1	1	1	1	5	1
Brown & Brown of Florida, Inc.	2	2	2	2	2	10	2

RECOMMENDATION OF AWARD
Arthur J. Gallagher & Co.

Purchasing Manager: _____

Evaluation Audio Recordings

The recordings of the proceedings on March 2, 2016 and March 7, 2016 are available upon request through the City Clerk's Office.

RFP 16-11 Complete RFP Document

CITY OF PORT ORANGE, FLORIDA

Insurance Brokerage Services
RFP #16-11

Prepared by:

City of Port Orange Purchasing Division

December 2015

Release date: **December 29, 2015**
Non -Mandatory pre-proposal meeting: **January 12, 2016 at 10:30 a.m.**
Last day for questions: **January 19, 2016 at 5:00 p.m.**
Proposal due date and time: **February 9, 2016 at 2:30 p.m.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
dfye@port-orange.org
www.port-orange.org

SECTION 00020

Legal Notice to Proposers
RFP #16-11 Insurance Brokerage Services

Notice is hereby given that the City of Port Orange is soliciting proposals for Insurance Brokerage Services. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 P.M. on February 9, 2016** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the proposer unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the proposer responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in council chambers.

There will be a Non-Mandatory pre-proposal meeting for the project at **10:30 A.M**. (local time) on **January 12, 2016** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. Although the Pre-Bid meeting is not mandatory, it will offer potential bidders the opportunity to ask questions and discuss the project/specifications directly with staff.

DESCRIPTION: **Insurance Brokerage Services**

All proposals are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all proposals will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Diana M. Fye, CPPB, FCPA, Purchasing Manager, 1000 City Center Circle, Port Orange, Florida 32129 via email dfye@port-orange.org. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, dfye@port-orange.org and reference "Questions on RFP #16-11 Insurance Brokerage Services" in the subject line. Last day for questions will be January 19, 2016**.**

All proposers are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be **submitted in the City Clerk's office** with one (1**)** original, five (5) copies and one (1) digital (CD or flash drive) version, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE** plainly marked on the outside: **"RFP #16-11 Insurance Brokerage Services".**

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – **December 29, 2015**

SECTION 00025

TABLE OF CONTENTS
CITY OF PORT ORANGE
RFP #16-11 Insurance Brokerage Services

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00050	Proposer's Submittal Checklist
00060	Standard Purchase Definitions
00070	General Requirements for RFP's
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00100	Local Business Affidavit
00110	Sworn Statement on Public Entity Crimes
00120	Anti-Collusion Statement
00130	Drug Free Preference Statement
00140	Standard City of Port Orange Contract Documents

SECTION 00030

City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

RFP #16-11

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Insurance Brokerage Services

RFP RELEASE DATE: December 29, 2015

NON MANDATORY PRE-BID MEETING DATE & TIME: January 12, 2016 at 10:30 A.M. City Hall Chambers

RFP DEADLINE FOR QUESTIONS: January 19, 2016 at 5:00 P.M.

RFP DUE DATE & TIME: February 9, 2016 at 2:30 P.M. City Hall, City Clerk's Office

Proposals Received After the Above Date and Time Will Not Be Considered.

If returning as a "No Submission," please state reason (s): _____

PROPOSER'S COMPANY NAME: _____

PROPOSER'S COMPANY MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

ACKNOWLEDGMENT OF ADDENDA: **(You must circle the correct # of addenda issued)** 0 1 2 3 4 5

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____
DATED

SECTION 00040

City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

PROPOSER'S CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Port Orange

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ **Note the Purchasing Manager's name, address, phone numbers and e-mail address.** This is the only person (or their designee) you are allowed to communicate with regarding the Proposal and is an excellent source of information for any questions you may have.

3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the proposal.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Manager by the due date listed in the RFP and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for a proposal are posted on www.demandstar.com website and will include all questions asked and answered concerning the RFP. It is the proposer's responsibility to be sure all addenda were received.

5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Don't assume the City or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.

7. _____ **Use the forms provided**, i.e., cover page, proposer acknowledgment form, exhibits, etc.

8. _____ **Check the website for RFP addenda's.** Before submitting your response, check the DemandStar website at www.demandstar.com to determine whether any addenda were issued for the RFP. If so, you must circle for each addenda issued on the "Proposer acknowledgement form".

9. _____ **Review and read the RFP document again.** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.

10. _____ **Submit your response on time.** Note all the dates and times listed in the proposal and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

SECTION 00050

PROPOSER'S SUBMITTAL CHECKLIST

City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

This checklist is for the Proposer's use in preparing their proposal. It is not intended to include all details necessary to prepare a proposal and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the proposer from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable proposal.

Proposer's Submittal Checklist:

Envelope: (1) original, (5) copies and (1) digital (CD or flash drive) version of the proposal (tabbed, indexed and in the following order)

- ☐ 1. Table of Contents (Section 00025)
- ☐ 2. Proposer Acknowledgement Form (Section 00030)
- ☐ 3. Letter of Interest (Section 00090)
- ☐ 4. Proposer's Checklist (Section 00040)
- ☐ 5. Listing of Previous Experience (Section 00090)
- ☐ 6. Staff Qualifications (Section 00090)
- ☐ 7. Methodology and Implementation Process (Section 00090)
- ☐ 8. Public Entity Crime Statement: (Section 00110)
- ☐ 9. Anti-Collusion Statement (Section 00120)
- ☐ 10. Drug Free/Tie Preference Statement (Section 00130)
- ☐ 11. Insurance Certificates – Submit a Copy (Section 00080)
- ☐ 12. Fee Proposal. (Section 00090)
- ☐ 13. Local Business Affidavit – (Section 00100) Optional)
- ☐ 14. Exceptions,(If applicable)

SECTION 00060

CITY OF PORT ORANGE
PURCHASING DIVISION

STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.

3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.

4. Bid is a complete, properly signed response to an invitation for bid, which if accepted, would bind the Bidder to perform the resultant Contract.

5. Bidder or Proposer is a person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

6. Bid Guaranty guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract

7. Bids are responses to an Invitation for Bids.

8. City means the City of Port Orange.

9. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.

10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.

11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.

12. Due Date means the date and time specified for receipt of Bids.

13. Goods are supplies, materials, or equipment.

14. Invitation for Bid (IFB) or Bid means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.

15. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

16. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.

17. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

18. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation for Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, or a statement of qualifications and interest submitted in response to a Request for Qualifications.

19. Pre-Bid Conference means a conference conducted by the Purchasing Office, held in order to allow Bidders to ask questions about the proposed Contract and particularly the Contract specifications.

20. Professional Services means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

21. Proposal is a complete, properly signed response to a Request for Proposal, which if accepted, would bind the Bidder to perform the resultant Contract.

22. Purchase Order is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

23. Request for Proposal (RFP) means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.

24. Services include all work or labor performed for the City on an independent contractor basis other than construction.

25. Solicitation means, as applicable, an Invitation for Bid, Request for Proposal, Request for Qualifications or a Request for Quotation.

26. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.

27. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

SECTION 00070

CITY OF PORT ORANGE
PURCHASING DIVISION

GENERAL REQUIREMENTS FOR RFP

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised bids; however, these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDA

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders should acknowledge all addenda by circling the quantity of addenda received on the "Bidder Acknowledgment Form" and include it in the returned bid package. Failure to acknowledge the correct number of addenda issued may result in rejection of the bid. It is the responsibility of the Bidder/Proposer to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this Invitation for Bid/Request for Proposal or in any addendum to the BID/RFP. Where there appears to be a conflict between the BID/RFP and any addenda issued, the last addendum issued shall prevail.

3. ANTI-COLLUSION STATEMENT

By submitting this bid, the Bidder/Proposer affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud. Additionally, Bidder/Proposer agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the Bidder/Proposer. In submitting a bid to the City of Port Orange, the Bidder/Proposer offers and agrees that if the bid is accepted, the Bidder/Proposer shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder/Proposer.

4. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

5. ASSIGNMENT

The successful Bidder/Proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Bidder/Proposer from all contractual obligations.

6. CONTRACT

Any acquisition above the $25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to $25,000.00. The City of Port Orange, Florida reserves the right to reject any and all bids or to waive any and all non-substantial irregularity in bids received, whenever such waiver or rejection is in the best interest of the City.

7. BID FORM COMPLETION, SUBMISSION AND RECEIPT OF BIDS

Unless otherwise specified, Bidders/Proposers shall use the bid forms supplied by the Purchasing Division. Bids shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's/Proposer's authorized representative. Bids containing erasures or corrections must be initialed by the Bidder/Proposer in ink. Bids shall be submitted by mail or hand delivery only. No Bids will be accepted by facsimile transmission, e-mail or other electronic delivery. Bids submitted by mail shall be addressed to: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Bids submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Bid submittals will be accepted until 2:30 p.m. on the date indicated in the bid documents or as addenda issued by the City. One (1) envelope shall be submitted. The envelope contains required forms/price and will be evaluated and deemed responsive or non-responsive. All bids deemed non-responsive will be returned to the Bidder/Proposer and will not be opened.

Bids (Envelope) shall contain one (1) original and five (5) copies and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE. The envelope shall be plainly marked on the outside to include the bid project name, bid number and name of the bidder/proposer.

8. BID RETURNS

Bidder/Proposers shall return all completed bids to the City of Port Orange at the addresses set forth in paragraph 7 above on the date and at the time specified. Late bids will not be accepted and shall be returned to Bidder/Proposers unopened.

9. BID PROTEST

Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, Bids, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed in writing within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. Upon receipt of the formal written protest that has been timely filed, the agency shall stop the solicitation or contract award process until the subject of the protest is resolved by final agency action, unless the agency head sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The agency shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

1. As soon as possible after receipt, the Purchasing Manager provides written bid protest to City Manager, City Attorney, and Department Head involved and Supervisor directly involved in acquisition.
2. Purchasing Manager schedules an informal meeting with an appeals committee consisting of the above mentioned individuals and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager renders a decision.
3. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council issues their decision. For the most part, the City Council's decision is final. The protestor can appeal the decision by taking court action only on very narrow defined grounds. Decisions at all levels must be in writing to the protestor.

10. BID TABULATION
Bidders/Proposers who wish to receive a copy of the bid tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at dfye@port-orange.org.

11. BONDS
If this bid requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bond/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Bidder/Proposer may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Bidder's/Proposer's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Bidder's/Proposer's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the IFB/RFP which appears in the newspaper. Unsuccessful Bidders/Proposers are entitled to the return of their surety where the Purchasing Manager has required such. A successful Bidder/Proposer shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Bidder/Proposer to enter into a contract within the time specified after the award of bid.

12. CHANGE ORDERS
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders shall be made in writing by the City of Port Orange Purchasing Division.

13. CONDUCT OF PROPOSERS
All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Proposal Evaluation Committee, City Council members, or staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Bidder/Proposer. All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Proposal Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder/Proposer. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Proposal Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

14. CONFLICT OF INTEREST
For purposes of determining any possible conflict of interest, all Bidders/Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder's/Proposer's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

15. CONFLICT OF INSTRUCTIONS
If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

16. CONTRACT OBLIGATION
The City of Port Orange City Council shall approve the contract if greater than $25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Bidder/Proposer. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

17. CONTRACT RENEWALS
Renewals may be made ONLY by written agreement between the City of Port Orange and the Bidder/Proposer. Any price escalations are limited to those stated by the Bidder/Proposer on the original bid.

18. COOPERATIVE PURCHASING
The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.)

19. COPYRIGHT AND PATENT RIGHTS
Bidder/Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful Bidder/Proposer

agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

20. COST INCURRED BY BIDDER/PROPOSER
All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the Bidder/Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder/Proposer prior to commencement of work as defined by the contract approved by the City Council.

21. DEFAULT PROVISIONS
In the event of default by the Bidder/Proposer, the City reserves the right to procure the item(s) bid from other sources and hold the Bidder/Proposer responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Bidder/Proposer for a period of 36 months from the date of default.

22. DELIVERY OF GOODS/SERVICES

1. All materials are to be delivered F.O.B.; City of Port Orange designated facility.

2. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder/Proposer shall clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

3. Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bid or Purchase Order does not contain delivery instructions, Bidder/Proposer shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.

4. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

23. DETERMINATION OF LOWEST AND BEST BIDDER /PROPOSER
In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

1. The ability, capacity and skill of the Bidder/Proposer to perform the contract
2. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
4. The quality of performance of previous contracts.
5. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
6. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
9. The number and scope of conditions attached to the bid.
10. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

24. DISCLOSURE OF CONFLICTS
The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders/Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's/Proposer's firm or any of its branches. The Bidder/Proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Bidder/Proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Bidder/Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Bid/RFP.

25. DISQUALIFICATION OF BIDDER/PROPOSER
The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive bids. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all bids may be rejected if the City believes that collusion exists among the Bidders/Proposers. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a Bidder/Proposer and after the bids are opened one of the bids is withdrawn, the result will be that all of the bids submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

26. EVALUATION
Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any bid.

27. EVALUATING RFP'S
The evaluation process is formally conducted by a committee appointed by the Purchasing Manager as required by general law. The evaluation is based upon specific criteria outlined in the IFB/RFP. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this IFB/RFP process this short list will consist of no less than three vendors (Unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the IFB/RFP unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the IFB/RFP, one member of the Selection Committee may consist of one (1) member from the City Council; and at least one member from the user department, except as otherwise required by general law. The Selection Committee schedules oral presentations from the three firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head

requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

28. EXCEPTIONS TO SPECIFICATIONS
For purposes of evaluation, Bidder/Proposer must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Bidder/Proposer that are required to be signed by the City. If exceptions are not stated by the Bidder/Proposer, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Bidder/Proposer on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

29. FACILITIES
The City reserves the right to inspect the Bidder's/Proposer's facilities at any time.

30. FAILURE TO RESPOND
If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid" card, three (3) times, shall result in the vendor's name being removed from the City's mailing list.

31. GOVERNING FORMS
In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

32. GOVERNING LAW
Bidder/Proposers shall comply with all applicable federal, state and local laws and regulations. All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than $10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Invitation for Bid.

33. GRANT FUNDING
Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void*.

34. HIPAA COMPLIANCE
Bidder/Proposer agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Bidder/Proposer uses, discloses or has access to protected health information as defined by HIPAA.

35. IDENTICAL TIE BIDS
In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more bids that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

36. INDEMNIFICATION/HOLD HARMLESS
Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

37. INDEPENDENT CONTRACTOR
It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Bidder/Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Bidder/Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Bidder/Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Bidder/Proposer and/or the Bidder's/Proposer's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Bidder's/Proposer's employees performed in connection with the Contract.

38. INSPECTIONS AND TESTING
City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Bidder/Proposer cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the bid as inadequate and non-responsive.

39. INSURANCE
Please submit a copy of your insurance certificate with your proposal.
Upon execution of a contract, the Proposer shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company**.**

40. INSURANCE CANCELLATION
No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Bidder/Proposer to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have

the right to consider the Contract breached which shall justify the termination thereof.

41. INVOICES AND PAYMENTS
All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Bidder/Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidder/Proposers should state any payment discount in the space provided on the bid form for construction services.

42. IRREVOCABILITY OF BID/PROPOSAL
Each Bidder/Proposer agrees that bids shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Bidder/Proposer.

43. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS
Bids received after the Proposal Due Date and time are late and shall not be considered. Modifications received after the Bid Due Date are also late and shall not be considered. Letters of withdrawal received after the Bid Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and IFB/RFP.

44. LEGAL REQUIREMENTS
Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to Bid/RFP hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder/Proposer shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Bidder/Proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

45. LICENSES, PERMITS AND TAXES
The Bidder/Proposer shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Proposer shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

46. MAINTENANCE
Maintenance required for equipment bid is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

47. NAME BRANDS
Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders/Proposers may offer items of equal stature and the burden of proof of such stature rests with Bidder/Proposer, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

48. NON DISCRIMINATION
There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

49. NOTICE TO CONTRACTOR
The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

50. OPTIONAL CONTRACT USAGE
As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

51. PATENTS/COPYRIGHTS
The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

52. PRE-BID MEETING OR PRE-PROPOSAL MEETING
The Purchasing Manager shall determine if the pre-bid or pre-proposal meeting is mandatory and provide the date, time and location in the IFB/RFP legal advertisement and IFB/RFP specifications. The meeting shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal meeting is normally mandatory. Only Bidders/Proposers attending a mandatory pre-bid meeting will be eligible to submit a Bid or Proposal. The representative of each Bidder/Proposer shall be an authorized employee of the Bidder/Proposer and shall sign in accordingly.

53. PREPARATION OF PROPOSAL
In preparing Proposals the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Bidder/Proposer shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

54. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES
The City may, at its sole and absolute discretion, reject any and all, or parts of, proposals; re-advertise the Bid/RFP for new proposals; postpone or cancel, at any time, the Bid/RFP process; or waive any irregularities in the Bid/RFP or in the proposals received as a result of the Bid/ RFP, or to accept that proposal which best serves the interest of the City.

55. PRICING
Bidder/Proposer certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be

withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder/Proposer shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

56. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Bidder/Proposer during the term of contract, and the Bidder/Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.

57. PROPRIETY INFORMATION

Upon receipt by the City, responses to IFBs/RFPs, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Bidder/Proposer to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

58. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

59. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Bidder/Proposer to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidder/Proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10 day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, ***portions of such meetings*** may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Bidder/Proposers, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Bidder/Proposers, but the new law limits public attendance to portions of such meetings.

60. PURCHASE ORDER AND DELIVERY

The successful Bidder/Proposer shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Bidder/Proposer. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

61. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of bids, bid results or bid awards shall be directed in writing to the Purchasing Division and referenced by bid number no later than the last day for questions as specified in the bid documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

62. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

63. RIGHT OF WITHDRAWL RFP

A RFP proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

64. RIGHTS TO RFP SUBMITTED MATERIAL

All proposals, responses, inquiries, or correspondence relating to or in reference to an IFB/RFP, and all reports, charts, and other documentation submitted by Bidders/Proposers shall become the property of the City when received.

65. RIGHT OF NEGOTIATION RFP

The City reserves the right to negotiate with the selected Bidder/Proposer the exact terms and conditions of the Contract.

66. RECORDS/AUDIT

The proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

67. RECYCLED MATERIALS
City of Port Orange encourages the use of products made of recycled materials.

68. REQUEST FOR ADDITIONAL INFORMATION
Prior to the final Bid/RFP selection, Bidders/Proposers may be required to submit additional information which the City may deem necessary to further evaluate the Bidder's/Proposer's qualifications to perform under the terms of the Bid/RFP and subsequent Contract.

69. REJECTING OF BIDS, REBIDDING
The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all bids. If the lowest and best bid exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

70. REVIEW OF PROPOSALS
Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the IFB/RFP. A responsive proposal is one which follows the requirements of the Bid/ RFP, includes all required documentation, is submitted in the format outlined in the Bid/RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

71. RULES, REGULATIONS AND LICENSING REQUIREMENT
The Bidder/Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders/Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

72. SAMPLES
Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at Bidder/Proposer's request, be returned within thirty (30) days after bid award at Bidder/Proposer's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

73. SEPARATION AND DISTRIBUTION
The Bid/RFP has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate. The City will utilize Demand Star for distribution of BIDS and RFP'S at: www.demandstar.com. In addition, vendors may obtain a .pdf version of the IFB/RFP by submitting a request to the Purchasing Manager, e-mail: dfye@port-orange.org.

74. SEVERABILITY
If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

75. SIGNATURE REQUIRED
All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED BIDS WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

76. SIGNED BID CONSIDERED AN OFFER
The signed bid is considered an offer on the part of the Bidder/Proposer, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Bidder/Proposer, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Bidder/Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

77. SILENCE OF SPECIFICATIONS
The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

78. STATE LICENSING REQUIREMENTS
All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder/Proposer shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Bid/RFP; and, that the Bidder/Proposer shall provide follow-up evidence that the Bidder/Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Bid/RFP. Information concerning certification with the Secretary of State may be obtained at http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

79. SUPPLEMENTAL MATERIALS
Bidders/Proposers are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Bidder/Proposer wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

80. TAXES
The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

81. TERM CONTRACTS
Acceptance by the City of Port Orange of Bidder's/Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

82. TERMINATION
The City of Port Orange reserves the right to terminate the contract for default if Bidder/Proposer breaches any of the terms therein, including warranties of Bidder/Proposer or if the Bidder/Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not

limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Bidder/Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Bidder/Proposer**.**

83. TERMINATION - NOTICE
Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

84. TITLE TRANSFER
Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. Bidder/Proposer is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

85. USE OF PROPOSAL FORMS
Bidder/Proposer shall complete the appropriate Proposal Form(s) included in the IFB/RFP. All blanks on the Bid/Proposal Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of the bid/proposal.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Proposal Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature on the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the proposal. The original proposal, and each copy submitted, shall contain an original signature on the Bidder's/Proposer's Acknowledgement Form contained in each Proposal Form.

86. VARIANCES
For purposes of bid evaluation, Bidders/Proposers must indicate any variances, no matter how slight, contained in the bid. No variations or exceptions by a Bidder/Proposer will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bid pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a bid, the City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

87. WAIVER OF IRREGULARITIES
The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in proposals received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive bids/proposals will be considered. However, the City reserves the right to waive formalities or informalities in bids/proposals, to reject, with or without cause, any or all bids/proposals or portions of bids/proposals, or to interview or not interview individual Bidders/Proposers, and to accept any bids/proposals or portions of bids/proposals deemed to be in the best interest of the City. The city council shall have the authority to waive any and all non-substantial irregularities in any and all formal bids. (Code 1981, § 8-29)

88. WARRANTIES
Bidders/Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidders/Proposers may not limit or exclude any implied warranties. Bidder/Proposer warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Bidder's/Proposer's expense. If Bidder/Proposer fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder/Proposer's expense.

89. PUBLIC RECORDS COMPLIANCE
Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide 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 Section 119, Florida Statutes, or as otherwise provided by law.

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

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

90. NON-EXCLUSIVITY:
The City of Port Orange reserves the right to procure items herein described in any manner it sees fit, including but not limited to: awarding of other contracts, the use of contracts awarded by GSA, federal agencies, the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of the City.

91. LOCAL PREFERENCE:
In accordance with City Of Port Orange City Code 2-275, local businesses shall have **five business days** from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange Business, second priority to Volusia County Business, and third priority to Florida Business

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

SECTION 00080

ADDITIONAL INFORMATION

TIMELINE

The schedule for the RFP is as follows:

RFP release date	**December 29, 2015**
Pre-Proposal meeting (non-mandatory)	**January 12, 2016 at 10:30 A.M.**
RFP deadline for questions	**January 19, 2016 at 5:00 P.M.**
Proposal due date and time	**February 9, 2016 at 2:30 P.M.**

NON-MANDATORY PRE-PROPOSAL MEETING

There will be a non-mandatory pre-proposal meeting for the project at **10:30 A.M**. (local time) on **January 12, 2016** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. Attendance to the pre-proposal meeting is non-mandatory.

PROPOSAL SUBMISSION AND WITHDRAWAL

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division.
Proposals, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the proposers. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Proposers are required to submit one (1) original, five (5) copies, and (1) digital (CD or flash drive) version of all documents, sealed and marked on the outside of the package**, "RFP #16-11 Insurance Brokerage Services"** with the firm's name, address, city, state and zip code plainly labeled on the outside. Packages must be delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, FL 32129 on or before **2:30 p.m. on February 9, 2016.**

Due to the timing of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 p.m. (local time), on February 9, 2016.** or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Complete submittals shall include:

Envelope (tabbed, indexed and placed in the following order: 1 original, 5 copies and 1 digital (CD or flash drive) version.

1. Table of contents (Section 00025)
2. Proposer Acknowledgement Form (Section 00030)
3. Letter of Interest (Section 00090)
4. Proposers Checklist (Section 00040)
5. Listing of Previous Experience (Section 00090)
6. Staff Qualifications (Section 00090)
7. Methodology and Implementation Process (Section 00090)
8. Public Entity Crime Statement (Section 00110)
9. Anti -Collusion Statement (Section 00120)

10. Drug Free/Tie preference Statement – (Section 00130)
11. Insurance Certificates-Submit a Copy (Section 00080)
12. Fee Proposal. (Section 00090)
13. Local Business Affidavit-(Section 00100 Optional)
14. Exceptions, (If applicable)

The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

ADDITIONAL INFORMATION/ADDENDA

All questions shall reference "Questions on RFP #16-11 Insurance Brokerage Services" in the subject line. All questions concerning this RFP shall be submitted in writing no later than **5:00 p.m**. on **January 19, 2016** to:

Diana M. Fye, CPPB, FCPA
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
dfye@port-orange.org

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all correct number of addenda was received. The Proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the proposer to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

WITHDRAWL AND AWARD

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida

INSURANCE REQUIREMENTS

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Bidder/Proposer shall maintain insurance during the life of the Contract. Bidder/Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder'/proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Bidder/Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Bidder/Proposer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. Limits: Additional Coverage:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Limits: Additional Coverage:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) Limits:	Coverage- $1,000,000 minimum	

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SECTION 00090

SCOPE OF SERVICES AND REQUIREMENTS

PURPOSE

The City of Port Orange seeks to establish a contract for a qualified firm to provide Insurance Brokerage Services. The firm awarded the contract shall be responsible for providing Insurance Brokerage Services for employee benefits including but not limited to: medical and dental plans. The City of Port Orange currently does not have a contract with any firm for brokerage services.

ELIGIBILITY

Proposals received from firms that have a contractual relationship with a group health or dental carrier that would preclude the firm from being unbiased in the services provided to the City of Port Orange will not be considered for evaluation and shall be deemed non-responsive. The awarded firm shall not receive any fees, commissions or other benefits for the insurance carrier/firms that may propose on any of the City's RFPs or from an awarded carrier, unless disclosed in advance in the proposal submittal.

TERM

It is anticipated the City will contract for Insurance Brokerage Services for an initial one-year period with three (3) one-year extension options. The City of Port Orange reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term. Either party may terminate this agreement by giving sixty (60) days written notice, however, notice shall not be given or accepted within 180 days prior to policy renewal.

GENERAL EMPLOYEE AND BENEFIT PLAN INFORMATION

Current health insurance premium - $2,500,000
Approximately 416 full time covered employees and 10 part time covered employees
All employees are located in Florida
Plan year is July 1 – June 30
Health Insurance Benefits
Dental Insurance Benefits
Group Life and AD&D Insurance
Employee Assistance Program (EAP)
Flexible Spending Account (FSA)
Health Savings Account (HSA)
Vision
Voluntary Supplemental Insurances: STD, Life, Accident, Cancer, Hospitalization, Critical Care

SCOPE OF SERVICES

This section outlines the products and services that the City of Port Orange expects to receive from a qualified firm as a subject matter expert.

ON-GOING SERVICES FOR HEALTH AND DENTAL INSURANCES

1. Monitor the programs' operations throughout the year to ensure that benefit providers are meeting all customer service requirements and standards.
2. Provide ongoing administrative support, as requested, by acting as a liaison between the City of Port Orange and providers to assist promptly with resolving claim disputes, contract administration and interpretations, and other issues.

3. Provide dedicated personnel as the primary contact for managing the account relationship with the City of Port Orange (specify names and areas of responsibility for each person).
4. Meet with City of Port Orange staff throughout the year at least quarterly but as often as reasonably necessary.
5. Coordinate annual audits of the City of Port Orange's benefits plans and associated vendors and prepare annual financial reports on the results of the completed plan year.
6. Prepare and deliver any necessary reports to the City of Port Orange Benefits Administrator, including, but not limited to reports showing claims experience at intervals acceptable to the City of Port Orange.
7. Provide advice and assistance in the review of employee health and medical benefits program on a continuing basis to ensure that those plans are in compliance with state/federal requirements and their adequacy of benefits with respect to other plans.
8. Track, monitor and provide information or changes on any pending or new legislation whether state of Federal, including the Affordable Care Act, to the City of Port Orange, as well as any employee benefit and funding trends that may affect the benefits program, as well as HIPAA, COBRA, PPACA, etc.
9. Advise and assist the City of Port Orange as requested with:
    a. Writing employee benefits plan modifications and/or new benefits plans and any required amendment approval process;
    b. Submission of written reports and other documents as required by the state and/or federal government;
    c. Coordination of an employee wellness fair;
    d. New hire benefits orientation including coordination of benefit providers;
    e. Open Enrollment including coordination of benefit providers;
    f. Partnership and guidance for the Wellness Committee to provide effective and relevant programming.
10. Perform special projects as requested by the City of Port Orange, including but not limited to:
    a. Development and assistance in the implementation of new insurance plans;
    b. Assistance with adjudication of specific claims as requested by the City of Port Orange;
    c. Recommendation of alternative benefit designs or delivery systems as dictated by emerging plan costs or benefits practices.
11. COBRA and Retiree benefit administration including notification and tracking.
12. Provide health advocacy services directly to plan members including, but not limited to, reviewing hospital and doctor bills, and Explanation of Benefits for claims accuracy, developing claims appeals, researching and resolving pharmacy delays or denials, assisting with member eligibility, explaining available benefits and services, and providing periodic on-site visits to provide said services.
13. Blood borne Pathogen Plan including tracking, notification, and education.
14. Ensure personnel availability for meetings, phone calls, and e-mail correspondence as required.
15. Maintain the confidentiality of the City of Port Orange records and data where applicable under federal and state laws.
16. Provide assistance with any employee related Health Clinic solicitation and implementation.
17. Provide the ability for full functioning on-line employee benefits administration system (online portal) that integrates with the City's Enterprise Resources Planning (ERP) software (currently SunGard H.T.E). The on-line portal shall include an open enrollment function and the capability to allow plan participants to make IRS eligible changes to their benefits throughout the plan year and provide report making capabilities to allow the City of Port Orange and benefit provider(s) to track changes and run reports as needed.
18. Perform other related services on an "as needed basis"

RENEWAL YEAR SERVICES

1. Assist with annual open enrollment and provide the ability for on-line registration (On-line portal)
2. Using current City of Port Orange health and medical benefit plans as benchmarks, research, design and propose employee benefit plans for the City of Port Orange as appropriate.
3. Meet with staff as necessary to discuss benefit plan options and establish goals and objectives for the City of Port Orange's Benefits program.
4. Provide analysis of renewal of current plan, reviewing past performance.
5. Review additional available cost savings plan alternatives and creative funding options.
6. Determine the appropriate employee and employer benefit contribution levels.
7. Review and recommend annual contribution strategy from active participants and retirees.
8. Provide the City of Port Orange with information on what other municipalities of comparable size and location will be doing with their benefits in the upcoming plan year.
9. Conduct renewal negotiations and develop appropriate information for management purposes.
10. Upon request, assist in coordinating a comprehensive "Request for Proposal" (RFP) to identify potential high quality benefits vendors, according to established City of Port Orange guidelines. The scope of this RFP may include, but is not limited to: Medical, Dental, Vision, Basic Life, Voluntary Life, Accidental Death and Dismemberment, Short Term and Long Term Disability insurance providers.
11. Act as negotiator and consultant to the City of Port Orange during benefit contract negotiations and renewals.
12. Prepare and present a written analytical report of the proposals received including recommendation(s) and supporting documentation for recommendations.
13. As edited and approved by the City of Port Orange's Benefit Administrator, coordinate the design, printing and production of a comprehensive Employee Benefits Handbook to be distributed to each benefit eligible employee on an annual basis. Provide City of Port Orange staff with an editable electronic copy. Assist with developing other employee benefit program communication materials
14. Assist with the planning and implementation of selected changes including transition from the current to new vendors, the renewal proposal, and other benefits changes.
15. Advise and assist the City of Port Orange Benefits Administrator with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance.
16. Assist the City of Port Orange with the development of performance guarantees relating to vendors' performance of services to the City of Port Orange, and evaluation of the performance of vendors.

OPTIONAL SERVICES FOR HUMAN RESOURCES

This section outlines optional products and services that the City of Port Orange may request to receive from a qualified firm as a subject matter expert. The optional services will not be utilized by the selection committee as a basis for recommendation/award. Any firm interested in providing such services, please include with the proposal, a brief description of services available and fees to perform the services.

1. Provide FMLA administration including tracking and notifications
2. Complete monthly carrier invoicing and reconciliation
3. Coordinate and execute testing including but not limited to:
    a. Random drug testing
    b. Annual Motor Vehicle checks

EVALUATION OF WRITTEN PROPOSALS

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee consisting of five members, and may include a City Council member. Three members are pre-determined from multiple departments with experience and general knowledge. The fourth and fifth members will be selected by the City Manager or designee and will possess technical expertise on the subject matter. Scoring for the proposals are based on a point total and not a percentage.

Upon completion of the technical criteria evaluation, rating and ranking, the City of Port Orange may conduct oral interviews with short listed firms. In the event that oral interviews/presentations are desired the scores/rankings from the written proposal process shall not be included in the final vote for award preference.

Award shall be made to the firm that best meets the specified criteria and which best accommodates the City of Port Orange's needs and interests. The decision shall rest solely with the City of Port Orange and the City reserves the right to modify or reject any proposal submitted to it for consideration.

Proposals will be evaluated based on the criteria listed below:

QUALIFICATIONS AND EXPERIENCE OF FIRM

Information related to the Insurance Brokerage Firm qualifications and resources including the following:

a. Description of the history of the firm, including how long it has been in business in the Central Florida area.

b. Description of the firm's size (premium volume and number of staff) and presence in total and as it operates in the Central Florida area.

c. Provide a list of all present and past Public Sector clients in the State of Florida.

d. List the insurance markets and carriers the firm can access locally as well as nationally.

e. Description of the firm's national networks and contacts.

f. List special experiences of the firm in placing insurance coverages for a medium size city or similar experience in the private sector.

g. Additional services offered by the firm that are not listed in this RFP but may be of interest to the City.

QUALIFICATIONS AND EXPERIENCE OF STAFF

Resume for each account executive and support staff designated team members assigned this account including the following:

a. Description of those individual's educational background indicating specific steps taken to remain current with trends in the insurance industry.

b. Description of individual's work experience including all past employment and number of years as an agent/broker in the insurance field. Also, indicate length of time with your firm and in their current position.

c. Description of individual's personal knowledge of insurance markets, specifically health and dental for Florida local governments.

d. Description of the firm's resources available for knowledge in the following but not limited to areas, PPACA, COBRA, HIPAA, FSA, Section 125, Cafeteria Plans, and HDHP/HSA.

e. Description of the firm's legal resources associated with employee benefits.

UNDERSTANDING AND APPROACH
A written statement explaining the firms approach to assisting local governments to maximize benefits for employees while minimizing the financial impact of skyrocketing health/dental premiums. Cite specific examples from your relevant experience that saved money, improved quality of benefits, enhanced benefits, and increased efficiency. Cite any innovative concepts your firm has employed.

LOCATION AND ACCESSIBILITY
The name, office location and resume of academic training and employment of the Account Executive directly responsible for handling the City's account. Description of the present composition of the Account Executive's personal book of business including the following.
a. Number of accounts for which the Account Executive is responsible.
b. How the City's account would compare in size and scope to other clients of the agent/broker.
c. Steps the Account Executive or the firm will take to assure that proper attention will be given to the City's account as your book of business grows.
d. Describe what access will be made available to administrators and to employees. Outline the response process and timeframe for addressing needs and/or concerns of the City's administration and/or the City's employees.

REFERENCES
a. Listing of at least three (3) client references (including contact information) having achieved positive results due to the Account Executive's evaluation of their insurance needs. Preference will be given to those with local government client experience in this area.
b. Listing of at least three (3) client references (including contact information) for which the services requested in this RFP have been provided for at least two (2) consecutive years within the past five (5) years.

Final award shall be made by the City of Port Orange City Council.

PROPOSAL SUBMISSION REQUIREMENTS:
The successful proposer shall be responsible for preparing an effective, clear, and concise strategic plan. In addition to standard required forms, proposals must contain the following information:

1. Table of Contents

2. Proposer Acknowledgement Form –Completed and Signed

3. Letter of Interest
   The number of years the proposer has been in business and the proposer's qualifications and experience performing similar engagements both locally and for municipalities or government agencies. Please indicate whether your firm has had a judgement held and whether any contract awarded by another government agency has been terminated in default or convenience.

4. Proposers Checklist

5. Listing of Previous Experience
   Provide a list of similar engagements that the firm has performed within the last three (2) years

including date of project, contact person and phone number, and a brief description of each project.

6. Staff Qualifications
   Provide at a minimum, one (1) Project Manager dedicated to project oversight and communication with the City. Provide a list of names and professional qualifications, responsibilities, and resumes of the managerial and support staff identified to conduct the engagement. The City reserves the right to request a different project manager than the one designated by the firm at any time.

7. Methodology and Implementation Process
   provide a clear discussion of how the proposer will accomplish the objectives set forth in the scope of services, including but not limited to methodology and needs/resources from City staff members.

8. Sworn Statement on Public Entity Crimes
   Completed and signed in ink.

9. Anti-Collusion Statement
   Completed and signed in ink.

10. Drug Free Preference Statement
    Completed and signed in ink.

11. Insurance Certificates
    Submit a Copy.

12. Fee Proposal.
    Provide a fee proposal for completing all work outlined in the scope of services. Also include a standard fee schedule (hours, rates or other fee schedule) for the personnel who would be assigned to this project.

13. Local Business Affidavit – Optional Completed and signed in ink.

14. Exceptions, If applicable

PROPOSAL SUBMITTALS:
Proposers must indicate whether their firm has had a judgement held and whether any contract awarded by another government agency has been terminated in default or convenience.

EVALUATION PROCEDURE:
All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Selection Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

CRITERIA:
Firms submitting the required criteria will have their proposals evaluated and scored for quality of response, qualifications and experience and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value.

Scale of 1 - 100 points 1 = lowest, 100 = highest

	EVALUATION CRITERIA	MAX POINTS TO BE EARNED
1	Fees Proposed	45
2	Qualifications and experience of the firm. This will be evaluated on the breadth and depth of the firm's experience. Additional weighting will be given to those with the most favorable local government client experience in this area.	15
3	Qualifications and experience of specified individuals who will perform and oversee the work.	10
4	Understanding and approach to the work to be performed for the City.	10
5	Special Services	10
6	Location and accessibility of staff.	5
7	References	5
	TOTAL POINTS POSSIBLE TO BE EARNED	**100**

FORMAL ORAL PRESENTATIOS/INTERVIEWS (If Required):
The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and proposers will be notified via www.demandstar.com at least (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The City will allot equal time for each proposer divided into two sequential parts: formal presentations and question and answers. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:
After the oral presentation is completed, the Committee will score all proposals to determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the City.

The Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The final ranking sheets by the committee will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

ESTIMATED TIME SCHEDULE

Release of RFP:	**December 29, 2015**
Non-Mandatory pre-proposal meeting	**January 12, 2016 at 10:30 a.m.**
Last day for questions:	**January 19, 2016 at 5:00 p.m.**
Return Deadline for RFP'S:	**February 9, 2016** ***by 2:30 p.m. local time***
Interviews, Ranking and Award:	To be determined
Proposers Begin Work:	To be determined

CONTRACT TERM / COMPLETION TIME:
The contract shall be valid upon issuance of Notice to Proceed and/or purchase order and continue for a one (1) year period with three (3) additional one (1) year renewal options.

SECTION 00100 (Optional)
LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY
City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida
THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters. ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

and within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN *(Federal Employer Identification Number)*: _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation.****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have **five business days** from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a **valid business tax receipt** or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared_____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

_____ NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS_____DAY OF_____, 20___
My Commission Expires:_____

_____

SIGNATURE OF AFFIANT DATE

_____

PRINTED NAME OF AFFIANT / TITLE

_____

COMPANY

Remainder of this page intentionally left blank

SECTION 00110

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133, Florida Statutes, for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

3. The firm warrants that none of it employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT.

Name of Firm: _____

By: _____
Name and Title

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____ and who: [__] is personally known to me; or [__] has produced _____ as identification.

_____
Notary Public, State of
Printed Name, Commission Seal and Term Expiration Date

SECTION 00120

ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:
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 PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM:_____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER:_____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON):

_____

SECTION 00130

DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

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

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, 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 Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Firm: _____

By: _____
Name and Title

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____ and who: [__] is personally known to me; or [__] has produced _____ as identification.

_____
Notary Public, State of
Printed Name, Commission Seal and Term Expiration Date

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **20**__, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ___ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto, subject to a limit up to but not to exceed $_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Documents*. The following forms, attached as Exhibit "__," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

(a) Front Page for Bond (F.S. § 255.05)
(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

6. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide 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 Section 119, Florida Statutes, or as otherwise provided by law.

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

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. *Insurance*. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles. Additional Coverage:	Limits:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Limits:	Coverage- $1,000,000 minimum	

12. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages

regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. *Liability for Loss or Damage*. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. *Disputes*. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. *Additional Provisions*. As may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

_____

_____
Printed Name:_____

_____
Printed Name:_____

By:_____
Printed Name:_____
Title:_____
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced _____as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Allen Green, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

_____

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

_____ By:_____

Printed Name:_____ Robin L. Fenwick, CMC, City Clerk

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

_____

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA ____]

CITY OF PORT ORANGE

PURCHASING DIVISION
David Battaglia, Purchasing Agent
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
FAX 386-506-5711

ADDENDUM NO. 1
January 6, 2016

CITY OF PORT ORANGE
Insurance Brokerage Services
RFP #16-11

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 29, 2015 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

Questions & Answers

Q: Is the City's health and dental plan fully-insured or self-funded with stop-loss?
A: Fully Insured.

Q: If the health plan is self-funded with stop-loss, who is the current insurance carrier?
A: N/A

Q: Does the City pay any portion of the cost for the group life, dental, vision, STD or LTD plans?
A: 100% for Group Life and 100% for dental single rate. The City does not contribute to the other supplementals.

Q: Who is the insurance carrier(s) for the Voluntary Supplemental Insurance Benefits?
A: Aflac, Colonial Life, and Police and Fireman's Insurance Association.

Q: Does the city currently have an administration and/or enrollment system and if so, who is the vendor?
A: No

Q: What is the average age of the members participating in the health plan and what

percentage are male and female?
A: Average age is 45. 27% Female 73% Male.

Q: Does the City currently have any level of a wellness plan in place. Please describe.
A: Nothing formal.

Q: On page 20, in the Scope of Services, item 13 is for Blood borne Pathogen Plan including tracking, notification, and education. Can any additional information be provided defining this expectation - or can a copy/summary of your in force plan be provided?
A: Attached in a separate document "Exhibit A" is the last formalized plan we had in place for the Blood borne pathogens. However, this is outdated. The procedure had changed slightly but I have nothing in writing as to what the procedure currently is. The premise is the same.

Q: On pages 22 and 23 it lists the following items to be included in the proposal submission; however, it does not state where in the table of contents they should be included.

QUALIFICATIONS AND EXPERIENCE OF FIRM
Information related to the Insurance Brokerage Firm qualifications and resources including the following:
a. Description of the history of the firm, including how long it has been in business in the Central Florida area.
b. Description of the firm's size (premium volume and number of staff) and presence in total and as it operates in the Central Florida area.
c. Provide a list of all present and past Public Sector clients in the State of Florida.
d. List the insurance markets and carriers the firm can access locally as well as nationally.
e. Description of the firm's national networks and contacts.
f. List special experiences of the firm in placing insurance coverage for a medium size city or similar experience in the private sector.
g. Additional services offered by the firm that are not listed in this RFP but may be of interest to the City.

QUALIFICATIONS AND EXPERIENCE OF STAFF
Resume for each account executive and support staff designated team members assigned this account including the following:
a. Description of those individual's educational background indicating specific steps taken to remain current with trends in the insurance industry.
b. Description of individual's work experience including all past employment and number of years as an agent/broker in the insurance field. Also, indicate length of time with your firm and in their current position.
c. Description of individual's personal knowledge of insurance markets, specifically health and dental for Florida local governments.
d. Description of the firm's resources available for knowledge in the following but not limited to areas, PPACA, COBRA, HIPAA, FSA, Section 125, Cafeteria Plans, and HDHP/HSA.
e. Description of the firm's legal resources associated with employee benefits.

UNDERSTANDING AND APPROACH
A written statement explaining the firms approach to assisting local governments to maximize benefits for employees while minimizing the financial impact of skyrocketing health/dental premiums. Cite specific examples from your relevant experience that saved money, improved quality of benefits, enhanced benefits, and increased efficiency. Cite any innovative concepts your firm has employed.

LOCATION AND ACCESSIBILITY
The name, office location and resume of academic training and employment of the Account

Executive directly responsible for handling the City's account. Description of the present composition of the Account Executive's personal book of business including the following.
a. Number of accounts for which the Account Executive is responsible.
b. How the City's account would compare in size and scope to other clients of the agent/broker.
c. Steps the Account Executive or the firm will take to assure that proper attention will be given to the City's account as your book of business grows.
d. Describe what access will be made available to administrators and to employees. Outline the response process and timeframe for addressing needs and/or concerns of the City's administration and/or the City's employees.

REFERENCES
a. Listing of at least three (3) client references (including contact information) having achieved positive results due to the Account Executive's evaluation of their insurance needs. Preference will be given to those with local government client experience in this area.
b. Listing of at least three (3) client references (including contact information) for which the services requested in this RFP have been provided for at least two (2) consecutive years within the past five (5) years.

Proposer's Submittal Checklist:
Envelope: (1) original, (5) copies and (1) digital (CD or flash drive) version of the proposal

(tabbed, indexed and in the following order)
1. Table of Contents (Section 00025)
2. Proposer Acknowledgement Form (Section 00030)
3. Letter of Interest (Section 00090)
4. Proposer's Checklist (Section 00040)
5. Listing of Previous Experience (Section 00090)
6. Staff Qualifications (Section 00090)
7. Methodology and Implementation Process (Section 00090)
8. Public Entity Crime Statement: (Section 00110)
9. Anti-Collusion Statement (Section 00120)
10. Drug Free/Tie Preference Statement (Section 00130)
11. Insurance Certificates – Submit a Copy (Section 00080)

12. Fee Proposal. (Section 00090)
13. Local Business Affidavit – (Section 00100) Optional)
14. Exceptions,(If applicable)

A: This checklist is for the proposer's use in preparing their proposal. It is not intended to include all details necessary to prepare a proposal and it is not intended as a substitute for the requirements (Scope of services & requirements section 90) Use of this checklist does not relieve the proposer from the responsibility of meeting all requirements of the specifications concerning the preparation of an acceptable proposal.
These specific questions are under the evaluation of written proposals in the scope of services/requirements under section 90 and so you would include these additional requirements under section 90 that asks for Letter of Interest, Listing of Previous Experiences, Staff Qualifications, Methodology and Implementation.

CITY OF PORT ORANGE

PURCHASING DIVISION
David Battaglia, Purchasing Agent
dbattaglia@port-orange.org
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
FAX 386-506-5711

ADDENDUM NO. 2
January 11, 2016

CITY OF PORT ORANGE
Insurance Brokerage Services Bid #16-11

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 29, 2015 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

Questions & Answers

Q: Is SunGard the system you currently use for payroll?
A: Yes.

Q: If yes, is that the piece you are wanting to integrate with a Benefits Administration System?
A: Yes.

Q: Does the City's system have the ability to run an 834 File in Excel?
A: I don't know what an 834 file is.

Q: Why are you looking to replace your current Bloodborne Pathogen Plan?
A: It is not being given the proper amount of attention in house. We do not have the resources in house for someone to focus on it and keep up with the tracking of it.

Q: What issues have you had with that service?
A: See above.

Q: Who is the current vendor you currently use for vaccination services?
A: Florida Health Care.

Q: Do you want vaccinations included as part of the service?
A: No. These go under the employees' health record once they are covered by the insurance.

Q: Referenced in the Evaluation Criteria, with a max point total of 10 points is "Special Services". What specific "Special Services" are you referring to?
A:

- Provide FMLA administration including tracking and notifications.
- Complete monthly carrier invoicing and reconciliation.
- Coordinate and execute testing including but not limited to:
- Random drug testing.
- Annual Motor Vehicle checks.
- Any other services the broker can offer that are not specified in the RFP.

Q: In regards to RFP #16-11, is there a qualifying list of bidders? If so, how do we ensure that we are listed?
A: There is no qualifying list of bidders. Proposals are being accepted from all bidders who meet the requirements identified in the RFP document.

CITY OF PORT ORANGE

PURCHASING DIVISION
David Battaglia, Purchasing Agent
dbattaglia@port-orange.org
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
FAX 386-506-5711

ADDENDUM NO. 3
January 20, 2016

CITY OF PORT ORANGE
Insurance Brokerage Services Bid #16-11

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 29, 2015 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

Questions & Answers

Q: What tracking is the City specifically requesting in regards to the Blood Borne Pathogen Plan?
A: Open to suggestions. Right now it is being tracked on an Excel sheet.

Q: Who is the City's current ancillary carrier?
A: VSP, Aflac, Colonial Life, Police & Fireman's Insurance

Q: Does the City's system have the ability to run an 834 File in Excel?
A: No, we don't have a 3rd party vendor that we transmit data to. Everything we do is in house. Thanks!

Q: 1. Can you provide the following.

Current Benefit Guide/Booklet

2 or 3 year history of the following.

Medical plan premiums, Medical claims or loss ratio and Contribution strategy for Medical, Dental and Vision

A: Attached

Q: What is the fiscal year and when is the budget due each year?

A: The budget is usually finalized in September but the process begins in late February.

Q: When is Open Enrollment typically held?

A: The entire month of May for a July 1st effective date.

Q: How many meetings on average do you have?

A: It varies year to year. Sometimes we have 1 meeting in Council Chambers and record it for those that can't attend. The meeting is voluntary. Other years we have gone out to each dept and held a voluntary meeting. There are about 10 meetings. We usually only make the meetings mandatory when we have significant benefit changes.

Q: Are meetings mandatory for employees including the Fire and Police departments?

A: Only if meetings are mandatory for all employees.

Q: We understand that you currently do not have a formal services agreement in place with an employee benefit broker at this time. What is the current agent/broker relationship and are you able to expound on the services they currently provide as it relates to this RFP.

A: There is no broker, consultant, agent of record at all. Everything is done in house currently.

Q: Will the award of this RFP give AOR for all lines of coverage outside of the Medical and Dental. If so, is standard commission for the additional lines of coverage acceptable?

A: Yes and Yes

Q: There are several references to "benefit provider" throughout the RFP; please clarify if you are referring to the insurance carrier?

A: Yes, that's correct.

Q: Regarding Section 00090 – *Scope of Services – Ongoing Services:* Item #11 – What are the current COBRA and Retiree benefit administration procedures? Can you advise of the Retiree program in terms of what benefits are provided and the contribution, if any, from the City of Port Orange?

A: COBRA is administered through a third party, Ceridian. Retiree program is administered in-house. Retirees are allowed to remain on our group coverage as long as they like per F.S. 112.0801 and they pay the full cost. The City does not contribute to their coverage.

Q: Item #13 – Will we be able to work with your current Workers Compensation carrier/broker and the Fire/Rescue department to develop a robust and compliant Blood Borne Pathogen plan? Do you currently have an arrangement with a local laboratory for testing?

A: Yes. We currently use Florida Health Care as it goes under the employees' health record. If the employee declines medical coverage the City pays the cost charged by FHCP.

Q: Item #17 – Please provide the template or technical specifications that SunGard HTE would require to electronically upload employee elections and changes.

A: We'd have to get this from SunGard H.T.E. and I'm not sure how long that will take. I can ask them.

Q: *Regarding Evaluation of Written Proposals – Qualifications and experience of staff:* Are you requesting the all past employment experience for each member of your assigned team regardless of industry, or just the employee benefits and insurance industry experience?

A: Just as it relates to benefits and insurances.

Q: Under the services-the random drug testing and motor vehicle tracking usually that's casualty rate service as oppose to preventative is there any particular reason they require a broker
A: These are listed under optional services under the RFP. We want to see what other resources a broker could assist us with. If not that's fine.

Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/15/2014

Florida Health Care Plans
An Independent Licensee of the Blue Cross and Blue Shield Association

Confidential Information Statement

Group 00C075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201301	4	-	1	1	-	6	11	4,360	833	-	-	-	300	-	300	683	1,816		
201302	4	-	1	1	-	6	11	4,360	335	-	601	601	306	-	907	514	1,756		
201303	4	-	1	1	-	6	11	4,360	200	-	-	-	306	-	306	454	959		
201304	4	-	1	1	-	6	11	4,360	385	-	194	194	1,203	-	1,398	485	2,268		
201305	4	-	1	1	-	6	11	4,360	134	-	113	113	574	-	687	571	1,392		
201306	4	-	1	1	-	6	11	4,360	446	-	-	-	790	16	805	424	1,676		
201307	4	1	2	1	-	8	15	6,277	589	-	-	-	1,548	31	1,580	446	2,614		
201308	4	1	2	1	-	8	15	6,277	793	-	-	-	310	-	310	1,319	2,421		
201309	4	1	2	1	-	8	15	6,277	687	-	-	-	1,627	-	1,627	405	2,719		
201310	5	1	2	1	-	9	16	6,824	3,651	-	689	689	304	-	993	580	5,224		
201311	5	2	2	1	-	10	18	7,791	1,764	-	-	-	549	-	549	922	3,234		
201312	5	2	2	1	-	10	18	7,791	2,066	-	714	714	2,145	-	2,860	736	5,663		
TOTALS	51	8	18	12	-	89	163	67,398	11,882	-	2,312	2,312	9,962	47	12,320	7,540	31,742	194.74	0.471

CONFIDENTIAL

This document contains confidential or proprietary information that may be legally privileged.
It is intended only for internal use by Florida Health Care Plans, Inc. and only by specific recipients.
If you are not a specifically authorized recipient, you are not authorized to use, disclose, distribute,
copy, print, transmit by any electronic means, or rely on this document.

NOTE: The claims information contained in this report is paid claims only and does not include
incurred claims that have either not been reported, or reported but not paid, in the periods presented.
In addition, premiums presented for a given month do not necessarily match to paid claims in the month
presented. Medical cost may vary from actual due to payment timing, contractual agreements, and allocation methods.
Accordingly, care should be taken in the use and analysis of this information to avoid drawing inaccurate or incomplete conclusions.

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/15/2014

Florida Health Care Plans
An Independent Licensee of the Blue Cross and Blue Shield Association

Confidential Information Statement

Group 00H075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201301	57	3	6	9	-	75	115	40,022	5,445	-	1,169	1,169	1,231	279	2,680	7,273	15,398		
201302	60	3	5	10	-	78	119	41,494	4,045	-	5,701	5,701	1,549	-	7,250	8,514	19,809		
201303	61	3	6	10	-	80	123	42,693	2,403	-	1,666	1,666	1,319	233	3,218	12,816	18,437		
201304	59	3	6	10	-	78	121	41,826	3,255	-	601	601	4,899	-	5,500	10,924	19,680		
201305	60	4	6	8	-	78	115	41,148	5,882	-	1,202	1,202	2,889	-	4,091	4,230	14,203		
201306	60	4	8	9	-	81	123	43,616	5,607	23,552	-	23,552	3,182	18	26,752	2,095	34,454		
201307	65	5	9	13	-	92	144	52,700	6,485	2,258	4,121	6,380	7,168	-	13,547	2,281	22,313		
201308	63	6	9	13	-	92	146	53,150	5,942	(2,697)	551	(2,146)	1,867	546	266	2,623	8,832		
201309	64	6	7	14	-	91	146	52,255	5,077	-	18,007	18,007	5,261	431	23,700	2,963	31,740		
201310	65	6	7	15	-	93	150	54,019	4,256	2,941	2,934	5,874	4,257	1,156	11,287	2,691	18,235		
201311	65	6	7	15	-	93	150	53,580	5,010	-	2,765	2,765	1,593	-	4,358	3,339	12,707		
201312	65	6	7	15	-	93	150	53,803	4,586	-	3,518	3,518	3,495	(681)	6,332	2,752	13,670		
TOTALS	744	55	83	141	-	1,024	1,603	570,306	57,994	26,053	42,236	68,289	38,711	1,981	108,981	62,501	229,477	143.19	0.402

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/15/2014

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Confidential Information Statement

Group 00L075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201301	22	4	-	10	-	36	72	18,492	1,239	-	6,871	6,871	4,772	-	11,643	293	13,175		
201302	22	4	-	10	-	36	72	18,492	1,425	-	375	375	679	-	1,053	349	2,827		
201303	22	5	-	10	-	37	74	19,136	824	17,693	8,356	26,049	1,305	1,197	28,551	390	29,764		
201304	23	5	-	10	-	38	75	19,500	1,362	103,665	191	103,856	(3,241)	-	100,615	105	102,082		
201305	24	6	-	10	-	40	78	20,332	496	-	397	397	10,539	-	10,936	114	11,545		
201306	24	6	-	10	-	40	78	20,509	1,947	31,000	657	31,658	4,349	67	36,073	180	38,199		
201307	22	7	-	9	-	38	73	20,402	1,544	-	3,781	3,781	1,257	67	5,104	178	6,827		
201308	22	7	-	9	-	38	73	20,402	3,170	-	3,306	3,306	1,154	501	4,962	456	8,587		
201309	23	7	-	9	-	39	74	20,781	1,665	-	560	560	1,873	659	3,092	1,423	6,179		
201310	24	7	-	9	-	40	75	21,160	1,739	-	1,228	1,228	1,500	568	3,296	404	5,440		
201311	26	6	-	10	-	42	78	22,069	781	-	3,243	3,243	1,242	2,020	6,506	479	7,765		
201312	26	6	-	10	-	42	78	22,069	637	-	5,228	5,228	(7,270)	4,564	2,522	471	3,631		
TOTALS	280	70	-	116	-	466	900	243,346	16,827	152,358	34,195	186,553	18,159	9,642	214,354	4,841	236,022	262.39	0.970

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/15/2014

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Confidential Information Statement

Group 000075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201301	177	34	16	42	1	270	469	193,251	58,455	30,334	79,586	109,920	38,432	1,594	149,946	17,304	225,705		
201302	175	34	16	42	1	268	467	191,644	54,677	5,908	84,904	90,812	33,715	3,041	127,567	14,876	197,120		
201303	173	34	16	41	1	265	462	190,235	48,487	2,918	76,803	79,721	32,568	1,854	114,142	15,799	178,429		
201304	173	35	16	41	1	266	462	190,352	50,691	5,746	32,690	38,436	33,717	2,132	74,285	17,197	142,173		
201305	169	36	16	41	1	263	461	189,679	57,929	53,213	76,814	130,027	49,083	1,979	181,089	13,115	252,133		
201306	171	36	16	40	1	264	459	189,329	43,431	6,036	43,963	49,999	29,398	5,701	85,098	12,032	140,561		
201307	161	39	16	38	-	254	442	186,192	58,648	34,417	58,786	93,203	42,282	7,838	143,322	14,957	216,928		
201308	160	39	16	39	-	254	444	186,830	52,079	92,202	31,547	123,749	35,079	1,922	160,750	18,185	231,013		
201309	159	39	15	40	-	253	445	186,502	54,263	54,240	73,390	127,629	33,450	1,792	162,872	18,151	235,286		
201310	159	38	16	40	-	253	446	186,484	58,285	16,400	71,874	88,274	26,172	1,149	115,594	15,167	189,047		
201311	157	37	16	40	-	250	442	184,169	54,878	3,126	(16,681)	(13,555)	25,118	2,201	13,764	22,846	91,488		
201312	159	35	16	40	-	250	441	183,604	49,934	13,796	3,812	17,609	24,686	4,030	46,325	11,334	107,593		
TOTALS	1,992	436	191	484	6	3,110	5,440	2,258,272	641,757	318,335	617,488	935,822	403,700	35,232	1,374,754	190,964	2,207,476	405.77	0.978

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
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Confidential Information Statement

Group (All) Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201301	260	41	23	62	1	387	667	256,125	65,972	30,334	87,627	117,961	44,735	1,873	164,569	25,554	256,095		
201302	261	41	22	63	1	388	669	255,991	60,482	5,908	91,581	97,489	36,248	3,041	136,777	24,252	221,512		
201303	260	42	23	62	1	388	670	256,423	51,913	20,611	86,826	107,436	35,498	3,283	146,217	29,459	227,589		
201304	259	43	23	62	1	388	669	256,039	55,694	109,411	33,677	143,088	36,578	2,132	181,798	28,712	266,203		
201305	257	46	23	60	1	387	665	255,519	64,440	53,213	78,525	131,738	63,086	1,979	196,804	18,030	279,273		
201306	259	46	25	60	1	391	671	257,814	51,431	60,588	44,620	105,209	37,718	5,801	148,728	14,731	214,890		
201307	252	52	27	61	-	392	674	265,572	67,266	36,675	66,688	103,363	52,255	7,936	163,554	17,862	248,681		
201308	249	53	27	62	-	392	679	266,659	61,983	89,505	35,404	124,909	38,410	2,969	166,288	22,583	250,854		
201309	250	53	24	64	-	391	680	265,815	61,691	54,240	91,957	146,197	42,212	2,882	191,291	22,942	275,924		
201310	253	52	25	65	-	395	687	268,488	67,932	19,340	76,725	96,065	32,233	2,872	131,171	18,843	217,946		
201311	252	51	25	66	-	394	688	267,609	62,432	3,126	(10,673)	(7,547)	28,501	4,221	25,175	27,585	115,193		
201312	255	49	25	66	-	395	687	267,268	57,223	13,796	13,273	27,069	23,057	7,912	58,039	15,294	130,555		
TOTALS	3,067	569	292	753	6	4,688	8,105	3,139,321	728,460	496,746	696,230	1,192,976	470,531	46,902	1,710,410	265,846	2,704,716	333.70	0.862

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/19/2015

Florida Health Care Plans
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Confidential Information Statement

Group 00C075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	6	2	1	1	-	10	17	7,372	1,833	-	-	-	148	-	148	575	2,557		
201402	6	2	1	1	-	10	17	7,372	525	-	5,502	5,502	1,232	-	6,734	413	7,671		
201403	6	1	1	1	-	9	15	6,405	1,458	-	106	106	527	-	633	632	2,723		
201404	6	1	2	1	-	10	18	7,372	694	-	2,268	2,268	1,018	16	3,302	949	4,945		
201405	6	1	2	1	-	10	18	7,372	779	-	1,620	1,620	3,118	16	4,754	743	6,275		
201406	5	1	2	1	-	9	16	6,341	848	-	3,516	3,516	1,156	-	4,671	642	6,161		
201407	9	1	1	1	-	12	18	8,665	1,295	-	-	-	205	-	205	2,161	3,661		
201408	10	2	1	1	-	14	21	10,096	1,779	6,048	168	6,216	475	-	6,691	1,628	10,099		
201409	10	2	1	1	-	14	21	10,096	1,156	-	12,820	12,820	3,171	644	16,636	2,047	19,838		
201410	9	2	1	1	-	13	20	9,518	1,510	-	646	646	1,248	-	1,894	2,351	5,756		
201411	11	3	1	1	-	16	24	11,696	1,154	-	-	-	1,914	320	2,234	1,943	5,331		
201412	13	3	1	1	-	18	26	12,852	2,242	-	-	-	1,268	-	1,268	2,066	5,576		
TOTALS	97	21	15	12	-	145	231	105,157	15,273	6,048	26,646	32,694	15,480	996	49,170	16,150	80,593	349.20	0.766

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/19/2015

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Confidential Information Statement

Group 00H075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	65	6	7	14	-	93	148	53,520	12,296	-	1,667	1,667	675	899	3,240	3,041	18,577		
201402	68	7	8	15	-	98	157	56,848	5,758	2,292	382	2,674	8,270	633	11,577	2,378	19,713		
201403	67	7	8	14	-	96	153	55,688	5,542	1,882	482	2,364	2,698	108	5,171	3,580	14,293		
201404	67	7	8	14	-	96	152	55,083	6,149	-	(8,615)	(8,615)	3,716	9	(4,889)	2,445	3,705		
201405	67	7	7	14	-	95	152	54,899	5,927	2,844	12,252	15,095	7,685	640	23,421	3,477	32,825		
201406	69	8	7	14	-	98	155	56,200	4,515	1,476	3,347	4,823	8,390	-	13,213	3,343	21,071		
201407	64	9	7	14	-	94	151	57,819	5,550	-	3,494	3,494	12,672	396	16,562	2,463	24,575		
201408	66	8	7	14	-	95	152	57,914	6,872	4,069	4,104	8,173	7,673	1,319	17,165	3,687	27,725		
201409	68	8	6	16	-	98	157	60,083	6,815	48,545	17,846	66,391	15,619	29	82,039	3,262	92,116		
201410	70	7	6	16	-	99	158	60,421	10,225	-	3,987	3,987	5,042	187	9,216	5,216	24,657		
201411	70	7	6	16	-	99	158	60,193	4,562	1,951	7,488	9,439	3,962	220	13,621	8,165	26,348		
201412	71	7	6	16	-	100	160	60,893	10,707	-	4,843	4,843	6,060	113	11,016	7,094	28,817		
TOTALS	813	88	84	177	-	1,163	1,853	689,562	84,918	63,059	51,277	114,337	82,463	4,552	201,352	48,151	334,421	180.45	0.485

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201401	26	6	-	10	-	42	78	22,069	749	-	586	586	482	-	1,068	40	1,857		
201402	26	7	-	10	-	43	79	22,451	1,033	-	-	-	2,610	-	2,610	43	3,686		
201403	27	6	-	10	-	43	79	22,448	2,354	-	-	-	816	-	816	54	3,224		
201404	25	6	1	10	-	42	79	22,359	2,470	-	1,441	1,441	791	1,023	3,254	220	5,945		
201405	24	6	1	10	-	41	78	21,981	811	-	(2,002)	(2,002)	2,623	-	620	441	1,872		
201406	24	6	1	10	-	41	78	21,981	1,516	194	-	194	1,644	-	1,838	353	3,707		
201407	23	7	2	11	-	43	89	25,063	1,220	-	1,804	1,804	10,790	-	12,594	63	13,876		
201408	23	6	2	11	-	42	87	24,357	1,657	-	-	-	866	153	1,020	355	3,032		
201409	22	6	2	11	-	41	86	23,958	3,383	-	258	258	830	(153)	934	419	4,737		
201410	23	5	2	11	-	41	84	23,651	5,969	-	589	589	1,363	-	1,951	416	8,337		
201411	23	5	2	11	-	41	84	23,651	1,152	-	-	-	2,370	486	2,857	57	4,066		
201412	23	5	2	11	-	41	84	23,651	5,164	-	302	302	2,098	-	2,400	393	7,957		
TOTALS	289	71	15	126	-	501	985	277,621	27,478	194	2,977	3,171	27,282	1,509	31,963	2,855	62,296	63.24	0.224

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Report Title: **Paid Claim Report - Quarterly**
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Confidential Information Statement

Group 00T075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201402	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201403	-	-	-	-	-	-	-	-	-	-	-	-	(295)	-	(295)	-	(295)		
201404	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201405	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201406	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201407	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201408	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201409	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201410	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201411	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201412	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	(295)	-	(295)	-	(295)	-	-

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Group 000075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	159	34	16	40	-	249	440	182,638	48,257	5,554	56,608	62,162	28,214	1,791	92,167	14,262	154,686		
201402	159	36	16	39	-	250	440	183,041	41,690	399	8,029	8,428	30,320	2,372	41,119	12,905	95,715		
201403	158	34	16	40	-	248	436	182,092	45,421	-	33,413	33,413	34,713	722	68,848	16,012	130,282		
201404	157	33	16	40	-	246	433	180,579	51,950	10,054	35,417	45,471	34,694	1,622	81,786	40,236	173,972		
201405	156	32	16	39	-	243	429	178,455	55,510	102,636	21,842	124,479	35,080	1,545	161,104	45,033	261,648		
201406	156	32	16	39	-	243	428	177,881	54,584	27,985	26,468	54,453	24,949	3,512	82,915	44,431	181,930		
201407	157	34	14	37	-	242	416	185,874	60,124	30,193	48,686	78,879	27,682	1,213	107,774	16,640	184,538		
201408	155	34	14	37	-	240	414	184,998	50,873	20,482	3,407	23,889	33,260	29,107	86,256	67,276	204,405		
201409	157	34	14	37	-	242	416	185,874	51,633	15,473	48,534	64,006	26,375	8,487	98,868	17,683	168,183		
201410	155	34	15	36	-	240	413	184,469	50,078	3,664	24,058	27,722	33,739	2,254	63,715	45,546	159,339		
201411	154	34	15	36	-	239	412	183,911	52,149	29,904	22,729	52,633	30,140	9,899	92,673	14,620	159,442		
201412	149	34	15	38	-	236	414	183,525	79,115	78,020	55,030	133,050	29,145	2,706	164,901	24,071	268,087		
TOTALS	1,872	405	183	458	-	2,919	5,092	2,193,336	641,384	324,363	384,221	708,584	368,311	65,232	1,142,127	358,715	2,142,226	420.70	0.977

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Report Title: **Paid Claim Report - Quarterly**
Group Name: CITY OF PORT ORANGE
Report Run Date: 1/19/2015

Florida Health Care Plans
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Confidential Information Statement

Group (All) Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	256	48	24	65	-	394	683	265,599	63,135	5,554	58,860	64,414	29,520	2,690	96,624	17,918	177,677		
201402	259	51	25	65	-	401	694	269,712	49,006	2,690	13,913	16,603	42,432	3,005	62,040	15,739	126,785		
201403	258	48	25	65	-	396	682	266,633	54,775	1,882	34,001	35,883	38,460	830	75,173	20,278	150,227		
201404	255	47	27	65	-	394	682	265,393	61,263	10,054	30,511	40,565	40,219	2,669	83,453	43,850	188,566		
201405	253	46	26	64	-	390	677	262,706	63,027	105,480	33,712	139,192	48,506	2,201	189,899	49,694	302,620		
201406	254	47	26	64	-	391	677	262,403	61,463	29,655	33,332	62,987	36,139	3,512	102,638	48,769	212,870		
201407	253	51	24	63	-	391	674	277,421	68,189	30,193	53,984	84,177	51,348	1,610	137,134	21,326	226,649		
201408	254	50	24	63	-	391	674	277,366	61,182	30,599	7,679	38,278	42,275	30,579	111,132	72,947	245,260		
201409	257	50	23	65	-	395	680	280,011	62,986	64,018	79,458	143,475	45,995	9,006	198,477	23,411	284,874		
201410	257	48	24	64	-	393	675	278,061	67,782	3,664	29,280	32,944	41,392	2,441	76,777	53,530	198,089		
201411	258	49	24	64	-	395	678	279,451	59,017	31,855	30,217	62,072	38,387	10,926	111,385	24,784	195,186		
201412	256	49	24	66	-	395	684	280,921	97,228	78,020	60,176	138,196	38,571	2,819	179,585	33,624	310,437		
TOTALS	3,072	584	296	774	-	4,727	8,161	3,265,676	769,054	393,665	465,122	858,787	493,241	72,289	1,424,317	425,870	2,619,241	320.94	0.802

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Report Title:	**Paid Claim Report - Quarterly**
Group Name:	CITY OF PORT ORANGE
Report Run Date:	12/22/2015

Florida Health Care Plans

Confidential Information Statement

Group (All) Subgroup (All)

Month/ Year	Cont Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201412	257	49	24	66	-	396	684	281,499	97,204	78,020	60,176	138,196	38,571	3,901	180,667	30,529	308,400		
201501	257	47	24	66	-	394	680	279,814	62,915	20,763	81,454	102,217	54,804	3,172	160,193	28,941	252,049		
201502	259	46	24	66	-	395	681	279,493	59,854	11,544	46,008	57,552	36,237	1,097	94,886	67,577	222,317		
201503	262	45	25	65	-	397	680	279,718	65,095	13,920	39,805	53,725	26,229	2,148	82,102	47,080	194,277		
201504	268	40	25	63	-	396	668	275,811	68,377	43,059	46,947	90,005	39,048	542	129,595	26,898	224,870		
201505	272	41	26	62	-	401	673	278,561	63,739	6,192	27,684	33,876	26,342	3,494	63,712	21,810	149,262		
201506	274	42	26	62	-	404	676	280,002	61,344	-	31,226	31,226	38,496	284	70,006	23,541	154,891		
201507	280	46	26	62	-	414	685	299,626	61,258	4,048	22,217	26,265	31,111	2,126	59,503	27,398	148,158		
201508	279	43	26	62	-	410	678	296,469	61,381	98,836	20,924	119,760	46,843	2,216	168,819	26,147	256,347		
201509	282	44	26	62	-	414	685	298,842	71,410	141,047	44,305	185,352	68,998	2,551	256,902	25,537	353,849		
201510	280	41	27	60	-	409	673	294,289	88,744	53,154	26,162	79,316	66,595	2,321	148,332	30,907	267,983		
201511	277	42	27	61	-	407	673	293,066	76,906	8,312	36,685	44,997	45,911	4,201	95,109	30,618	202,634		
TOTALS	3,248	526	306	758	-	4,839	8,138	3,437,187	838,226	478,895	483,592	962,487	519,285	28,054	1,509,826	366,986	2,735,037	336.10	0.796

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EXHIBIT B

Health & Dental Insurance Premium Renewal Comparisons													
FLORIDA HEALTH CARE PLANS			**2015-2016**				**2014-2015**						
Balance HMO - T38													
(Previously L75)													
		Total	City	Employee		Total	City	Employee					
	Monthly	Annual	Annual	Annual	Monthly	Annual	Annual	Annual					
	Premiums	Premiums	Premiums	Premiums	Premiums	Premiums	Premiums	Premiums					
Single	$497.46	$5,969.52	$5,969.52	$0.00	$471.68	$5,660.16	$5,660.16	$0.00					
Employee/Child (ren)	$878.51	$10,542.12	$5,969.52	$4,572.60	$832.99	$9,995.88	$5,660.16	$4,335.72					
Employee/Spouse	$878.51	$10,542.12	$5,969.52	$4,572.60	$832.99	$9,995.88	$5,660.16	$4,335.72					
Family	$1,077.50	$12,930.00	$5,969.52	$6,960.48	$1,021.67	$12,260.04	$5,660.16	$6,599.88					
Classic HMO - T10													
(Previously L10)													
Single	$608.01	$7,296.12	$5,969.52	$1,326.60	$577.41	$6,928.92	$5,660.16	$1,268.76					
Employee/Child (ren)	$1,073.75	$12,885.00	$5,969.52	$6,915.48	$1,019.70	$12,236.40	$5,660.16	$6,576.24					
Employee/Spouse	$1,073.75	$12,885.00	$5,969.52	$6,915.48	$1,019.70	$12,236.40	$5,660.16	$6,576.24					
Family	$1,316.95	$15,803.40	$5,969.52	$9,833.88	$1,250.67	$15,008.04	$5,660.16	$9,347.88					
Classic 2000 - T34													
(Previously L34)													
Single	$611.33	$7,335.96	$5,969.52	$1,366.44	$578.13	$6,937.56	$5,660.16	$1,277.40					
Employee/Child (ren)	$1,079.61	$12,955.32	$5,969.52	$6,985.80	$1,020.98	$12,251.76	$5,660.16	$6,591.60					
Employee/Spouse	$1,079.61	$12,955.32	$5,969.52	$6,985.80	$1,020.98	$12,251.76	$5,660.16	$6,591.60					
Family	$1,324.14	$15,889.68	$5,969.52	$9,920.16	$1,252.23	$15,026.76	$5,660.16	$9,366.60					
HDHP - T96													
(Previously L95)													
Single	$410.46	$4,925.52	$4,925.52	$0.00	$399.60	$4,795.20	$4,795.20	$0.00					
Employee/Child (ren)	$724.88	$8,698.56	$4,925.52	$3,773.04	$705.69	$8,468.28	$4,795.20	$3,673.08					
Employee/Spouse	$724.88	$8,698.56	$4,925.52	$3,773.04	$705.69	$8,468.28	$4,795.20	$3,673.08					
Family	$889.06	$10,668.72	$4,925.52	$5,743.20	$865.53	$10,386.36	$4,795.20	$5,591.16					
CITY H.S.A. CONTRIBUTION			$1,044.00				$864.96						
FLORIDA COMBINED LIFE DENTAL													
Single	$32.77	$393.24	$393.24	$0.00	$32.77	$393.24	$393.24	$0.00					
Dependent	$88.94	$1,067.28	$393.24	$674.04	$88.94	$1,067.28	$393.24	$674.04					

Email from Brown and Brown, Inc.

Fye, Diana

From: Melanie Stegall <MStegall@BBDAYTONA.com>
Sent: Thursday, March 10, 2016 2:41 PM
To: Fye, Diana
Cc: Corey McMeeking; Julie Freidus
Subject: RFP#16-11: Insurance Broker Services
Attachments: RFP#16-11 Notification of Protest-Brown & Brown.pdf

Good afternoon Diana,

Please find attached Brown & Brown's Notification of Protest in reference to RFP #16-11.

Regards,

Melanie Stegall
Account Executive
Brown & Brown of Florida, Inc.
220 South Ridgewood Ave
Daytona Beach, FL 32114

Phone: (386) 239-5779
Email: MStegall@bbdaytona.com

Please remember that insurance coverage cannot be bound or changed by leaving an electronic message or voicemail message. Thank you.

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Brown & Brown, Inc.
220 South Ridgewood Avenue (32114)
P.O. Box 2412 ▪ Daytona Beach, FL 32115
DID: (386) 239-4046 ▪ FAX: (386) 239-7267
aflorez@bbdaytona.com

Alan Florez
Executive Vice President

March 10, 2016
City of Port Orange
Diana Fye, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

RE: RFP#16-11: Insurance Brokerage Services
Notification of Protest

Dear Diana,

On Monday, March 7, 2016 at 4:01 pm, Brown & Brown received an Intent to Award notification which indicates a decision that we have deemed to adversely affect our organization. Please consider this our formal notification of protest in reference to Request for Proposal #16-11: Insurance Brokerage Services. We will provide the formal written protest within 10 days as required by the City's provisions for a bid protest.

Sincerely,

Alan Florez
Executive Vice President

Protest Letter from Brown and Brown, Inc.

Brown & Brown, Inc.
220 South Ridgewood Avenue (32114)
P.O. Box 2412 ▪ Daytona Beach, FL 32115
DID: (386) 239-4046 ▪ FAX: (386) 239-7267
aflorez@bbdaytona.com

Alan Florez
Executive Vice President

March 14, 2016

City of Port Orange
Diana Fye, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

RE: RFP#16-11 Insurance Brokerage Services
Formal Protest

Dear Ms. Fye,

Pursuant F.S. 120.57(3)(b), we hereby submit this formal written protest to RFQ #16-11 for Insurance Brokerage Services. As provided by F.S. 120.57(3)(b) our protest is with respect to page 9 of RFP#16-11 and the provisions governing the methods for ranking bids. In addition, we expect that the City of Port Orange will stop the solicitation until the subject of the protest is resolved by final agency action pursuant to F.S. 120.57(3)(b).

Brown & Brown has been adversely affected by a provision on page 10 of the RFP (section 27. Evaluating RFP's) that reads:

> "Upon conclusion of the oral presentations, with the same criteria and procedures, the Committee members then evaluate those three firms again to determine a second ranking."

Brown & Brown requested, in writing, to Diana Fye, Purchasing Manager on March 7, 2016 at 1:12 pm to confirm what scoring scale would be utilized for the final presentations and if the scores from the written proposals would be included in the final tally. As of today, there has been no written response from Diana stating the answer to this question. When the question was verbally posed to Ms. Fye prior to Brown & Brown's oral presentation, Ms. Fye informed the Brown & Brown team that there was no formal criteria or scoring, they would simply take a vote. The process inexplicably went from an objective, transparent tabulation where 4 out of 5 committee members awarded Brown & Brown and an overall lead of 20 points, to an abrupt decision to have oral interviews with no clear criteria or scoring process as required by the RFP guidelines.

There are other extraneous factors that support our position. The City Council Agenda Item states Arthur J. Gallagher & Co. proposed a $50,000 fee and Brown & Brown of Florida, Inc. proposed a $58,000 fee. On February 9, 2016 at 2:30 pm, Brown & Brown was the only broker present when the RFPs were opened and read. At such time, the fees proposed were also read aloud. It was acknowledged at that time by the Buyer and Purchasing Agent that Arthur J Gallagher's proposed fee was $61,502, as it was again acknowledged in the first phase evaluation committee meeting on March 1, 2016. This is a considerable discrepancy from $50,000. Brown & Brown were not afforded an opportunity to adjust their proposed fee during the RFP process and there is a clear lack of transparency with regards to how the final proposed Arthur J Gallagher fee dropped significantly from the $61,502 read aloud during the opening and tabulation phases

In summation, the only distinct and transparent evaluation took place during the first phase ranking of the written proposals. There were clear criteria and scoring measures in place and utilized. The ambiguous methods and selection that took place in the second phase oral presentations was clearly outside of the RFP guidelines put in place by the City of Port Orange. In addition, the lack of transparency in regards to the changing Arthur J Gallagher fee is concerning. These actions undoubtedly demonstrate bias towards one particular vendor.

The only way to eliminate bias in this instance is to throw out the second phase evaluation and award based on the first phase alone where 4 out of 5 committee members ranked Brown & Brown first with an overall lead of 20 points , as this was the only distinct and unbiased evaluation.

Sincerely,

Alan Florez

Alan Florez
Executive Vice President

Letter from Arthur J. Gallagher & Co.

March 17, 2016

Ms. Diana M. Fye, CPPB, FCPA
Purchasing Manager
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Sent via email and US Mail

Dear Ms. Fye:

As you know, on Monday, March 7, 2016, a Recommendation for Award was posted on Demandstar for RFP #16-11 – Insurance Brokerage Services, with the recommendation to award the business to our firm, Arthur J. Gallagher & Co (Gallagher). This was the result of a rigorous, objective and very professionally executed RFP and evaluation process. This process followed the purchasing process of the City and the State of Florida as outlined within the RFP document itself. To reverse that recommendation would undermine the entire purpose of the State's public purchasing rules and the City's purchasing procedures that were carefully followed.

In accordance with that process, on March 14, 2016, Brown & Brown, Inc. (B&B) submitted a "formal written protest." The purpose of their communication was to clarify and dispute items within the City's process that resulted in the recommendation of Gallagher and not their firm. The items they address in their protest are either incorrect or at best, only their opinion.

They contend the Selection Committee deviated from the Evaluation Procedure as defined by the RFP. This is not true. Responses from 8 firms including ours and B&B were opened on February 9, 2016 as per guidelines. On March 2, 2016, the Selection Committee consisting of five representatives of the employees of the City of Port Orange convened to review all proposals and rank the responses. Per Florida Sunshine statues, the meeting was open to the public to observe the proceedings. Our firm along with representative from B&B attended the review. In the review of the written responses, B&B and Gallagher were ranked 1 and 2 respectively. B&B feels the 20 point difference in scores was significant, however the scores were out of 500 total points. 20 points represents a 4% difference in scoring. They fail to point out that the highest score given to any responding firm was a 96, awarded to Gallagher. Based on the close ranking and the competitiveness of both proposals, and as the audio tape will confirm, the City's Selection Committee prudently decided to proceed with oral presentations from both firms.

In their protest letter, they contend that a vote by the Selection Committee members during the oral presentation was not the same "criteria or procedure" as was applied in the review of the written responses. In fact, BOTH firms were evaluated in BOTH the written response and the oral interviews based the City's Evaluation Criteria as listed on Page 25 of the RFP. The criteria is as follows: Fees, Qualifications of the Firm and Team, Understanding of the Work to be Performed, Special Services, Location of the Team and References.

On March 7, 2016, both firms participated in a finalist interview with the exact same committee members who evaluated the written responses. Both firms were provided in advance of the interview the exact same list of questions and were asked to elaborate on their written proposals. As the audio tape will confirm, both firms

Gallagher Benefit Services, Inc.
200 South Orange Avenue, Suite 1350
Orlando, FL 32801

m 407.563.3510
ajg.com

provided answers to all of these questions. Again, a consistent and objective criteria was followed. After both interviews were conducted, the Selection Committee members were asked to rank each firm 1st or 2nd. Gallagher was unanimously ranked number 1. There was no deviation in the City's Evaluation Criteria by any member of the Selection Committee.

In addition, they falsely state in their protest letter that Gallagher altered their price from our original proposed fee of $61,502. In their protest letter, they conveniently leave out the fact that our original written response on page 65, clearly states "The base fee of $50,000 is our consulting fee." As is done in most all RFPs, The City requested that bidders were invited to include additional services not specifically outlined in the RFP, but that could be of use to the City or their employees. We did this, and listed the cost of these services over and above our core consulting fee. These additional services included Employee Advocacy support and COBRA Administration and were part of the total fee of $61, 502. The Selection Committee decided they do not require these services and therefore utilized the core consulting fee as the final cost. There is absolutely no ambiguity or bias on anyone's part and certainly no lack of transparency. In fact, it was expressed by the Selection Committee that they liked the flexibility we gave them to include or exclude these additional services as opposed to having them bundled into the fee.

In the oral presentation, B&B falsely states that our firm does not have any clients with FHCP, and would therefore hold less value in the negotiation process with this particular carrier. In fact, Gallagher has multiple clients with FHCP, and is a Blue Diamond agency with Florida Blue (Blue Cross Blue Shield of Florida) the parent company of FHCP. This ranking gives Gallagher the highest level of authority, support and service from both FHCP and Florida Blue. One member of the Selection Committee can be heard on the audio tape accusing B&B of "mud-slinging".

We have reviewed the initial evaluation audio, the final evaluation audio and the RFP thoroughly. We followed the professional process outlined per the RFP and Evaluation Procedures. The committee assembled of your employees unanimously ranked us higher in the finalist interviews based on the Evaluation Criteria in your RFP. They felt after meeting us that we would act as an extension of their team. We are thrilled at the opportunity to work with the City.

We respectfully ask that the City Council, Mayor and City Manager support the recommendation made by Staff, and approve the recommendation to award the contract to Arthur J. Gallagher & Co.

Sincerely

Eric Scott, CEBS – Area President
Arthur J. Gallagher

Cc: Erik Eavenson
Bridgette Reilly

RFP 16-11 Notice of Protest Meeting

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

March 18, 2016

Re: NOTICE of RFP Protest Meeting: RFP # 16-11, Insurance Brokerage Services.

To All Proposer's:

The City of Port Orange has scheduled a meeting concerning one (1) RFP protest with regards to RFP # 16-11, Insurance Brokerage Services.

This meeting is scheduled to be held from 3:00 p.m. to 4:00 p.m. on Thursday, March 24, 2016 in the Second Floor Conference Room, City Hall, 1000 City Center Circle, Port Orange, Florida, 32129. The meeting is open and all Proposers may attend. Any documentation or further communication concerning this issue must be submitted in writing and addressed to the Diana M. Fye, Purchasing Manager with a copy to the City Manager, Mr. Michael H. Johansson and City Attorney, Mrs. Margaret Roberts.

Again, the meeting date has been scheduled promptly for Thursday, March 24, 2016 at 3:00 p.m. in the Second Floor Conference Room, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

Sincerely,
Diana M. Fye
Diana M. Fye, CPPB, FCPA
Purchasing Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida, 32129
Office: 386-506-5718 Fax: 386-506-5711
dfye@port-orange.org
www.port-orange.org

Fye, Diana

From: Fye, Diana
Sent: Monday, March 21, 2016 4:50 PM
To: 'AFlorez@BBDaytona.com'; 'CMcMeeking@BBDaytona.com'; 'Julie Freidus'; 'Melanie Stegall'; 'Eric_Scott@ajg.com'; Jeff Angello; Erik Eavenson; Bridgette Reilly
Subject: Notice of Scheduled Protest Meeting Regarding RFP 16-11 Insurance Brokerage Services
Attachments: Notice of Scheduled Protest Meeting.pdf

Good Afternoon.

Regarding RFP 16-11 Insurance Brokerage Services, the attached Notice of Scheduled Protest Meeting was posted to DemandStar on March 18, 2016 and I am following up via email regarding the scheduled meeting.

The City of Port Orange has scheduled a meeting concerning one (1) RFP protest with regards to RFP # 16-11, Insurance Brokerage Services. This meeting is scheduled to be held from 3:00 p.m. to 4:00 p.m. on Thursday, March 24, 2016 in the Second Floor Conference Room, City Hall, 1000 City Center Circle, Port Orange, Florida, 32129. The meeting is open and all Proposers may attend.

The Protest Meeting Agenda is as follows:

- City Manager, opening remarks
- Department Remarks
- Brown and Brown, Inc.
- Other Proposers' Remarks
- City Manager Questions
- City Manager closing remarks

Regards,

Diana M. Fye, CPPB, FCPA
Purchasing Manager
City of Port Orange
Finance Department Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
386-506-5718 Phone
386-506-5711 Fax
dfye@port-orange.org
www.port-orange.org

RFP 16-11 Agenda for Protest Meeting

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

March 18, 2016

Re: **AGENDA: RFP Protest Meeting:** RFP # 16-11, Insurance Brokerage Services.

To All Proposers:

The City of Port Orange has scheduled a meeting concerning one (1) RFP protest with regards RFP #16-11, Insurance Brokerage Services.

This meeting is scheduled to be held from **3:00 p.m. to 4:00 p.m. on Thursday, March 24, 2016** in the Second Floor Conference room, City Hall, 1000 City Center Circle, Port Orange, Florida, 32129. The meeting is open and all Proposers may attend.

AGENDA:
City Manager, opening remarks
Department remarks
Brown and Brown, Inc.
Other Proposers' Remarks
City Manager Questions
City Manager, closing remarks

Enclosed, please find the following documents:

- RFP 16-11 timeline
- RFP 16-11 proposal opening tabulation
- RFP 16-11 Initial Evaluation Committee Meeting Ranking and Shortlist
- RFP 16-11 Oral Presentations and Final Ranking
- RFP 16-11 document specifications (entire document)
- Email Notification of Intent to Protest received on March 10, 2016 from Brown and Brown, Inc.
- Protest letter received on March 15, 2016 from Brown and Brown, Inc. dated 3/14/16.
- Letter from Arthur J. Gallagher & Co. responding to protest filed by Brown and Brown dated 3/17/16.
- RFP 16-11 notice of protest meeting
- RFP 16-11 agenda for protest meeting
- Protest procedures

Sincerely,
Diana M. Fye
Diana M. Fye, CPPB, FCPA
Purchasing Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida, 32129
Office: 386-506-5718 fax: 386-756-5376

Protest Procedures

Sec. 2-277. - Bid protest.

(a) Any person who is adversely affected by the city's decision or intended decision shall file with the city purchasing manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision as set forth on a city council agenda item or other routinely used on-line government procurement service. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, bids, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Saturdays, Sundays, and city holidays shall be excluded in the computation of the 72-hour time period established herein.

(b) The formal written protest shall be filed with the purchasing manager, in writing within ten calendar days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based.

(c) Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings.

(d) Upon receipt of the formal written protest that has been timely filed, the city shall stop the solicitation or contract award process until the subject of the protest is resolved by final city action. However, the city may continue the solicitation or award process, provided the city manager sets forth in writing particular facts and circumstances, which require the continuance of the solicitation or contract award process without delay, in order to avoid an immediate and serious danger to the public health, safety or welfare. The city shall provide an opportunity to resolve the protest by mutual agreement between the parties in the following manner:

  (1) As soon as possible after receipt, the purchasing manager shall provide written bid protest to the city manager, city attorney, department head involved and supervisor directly involved in the acquisition.

  (2) The purchasing manager shall schedule within seven business days, excluding weekends and holidays a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before council. After reviewing all relevant information, the city manager shall render a decision.

  (3) If the protester disagrees, he may appeal to the city council at a formal council meeting. After reviewing the evidence, the city council will issue their decision. The city council's decision is final; however, the protester can appeal the administrative decision to the Circuit Court in Volusia County, Florida within 30 days of the city council's final decision. Decisions at all levels shall be in writing to the protestor.

(Ord. No. 2015-29, § 1, 8-18-2015)

Fye, Diana

From: Roberts, Margaret
Sent: Monday, March 21, 2016 4:03 PM
To: Fye, Diana
Cc: Largent, Sandra; Rivera, Cynthia
Subject: Bid Protest for Broker Services
Attachments: 2016_03_21_15_52_17.pdf

Importance: High

Diana,
I have attached Section 120.57(3), F.S., in part, as referenced by the bidder and Section 120.52, F.S., in part, defining "Agency". Pursuant to Section 120.52(1), Florida Statutes, the definition of agency does not include a municipality. Please be advised that Chapter 120 does not apply to the city in this bid protest. The bid protest is governed by the City of Port Orange Code of Ordinances, Section 2-277. Please include this email and attachments in the Protest Packet.

Margaret T. Roberts, City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
Phone 386 506-5525
Fax 386 506-5530
mroberts@port-orange.org
www.port-orange.org

120.52 Definitions.—As used in this act:

(1) "Agency" means the following officers or governmental entities if acting pursuant to powers other than those derived from the constitution:

(a) The Governor; each state officer and state department, and each departmental unit described in s. 20.04; the Board of Governors of the State University System; the Commission on Ethics; the Fish and Wildlife Conservation Commission; a regional water supply authority; a regional planning agency; a multicounty special district, but only if a majority of its governing board is comprised of nonelected persons; educational units; and each entity described in chapters 163, 373, 380, and 582 and s. 186.504.

(b) Each officer and governmental entity in the state having statewide jurisdiction or jurisdiction in more than one county.

(c) Each officer and governmental entity in the state having jurisdiction in one county or less than one county, to the extent they are expressly made subject to this chapter by general or special law or existing judicial decisions.

This definition does not include a municipality or legal entity created solely by a municipality; a legal entity or agency created in whole or in part pursuant to part II of chapter 361; a metropolitan planning organization created pursuant to s. 339.175; a separate legal or administrative entity created pursuant to s. 339.175 of which a metropolitan planning organization is a member; an expressway authority pursuant to chapter 348 or any transportation authority or commission under chapter 343 or chapter 349; or a legal or administrative entity created by an interlocal agreement pursuant to s. 163.01(7), unless any party to such agreement is otherwise an agency as defined in this subsection.

(2) "Agency action" means the whole or part of a rule or order, or the equivalent, or the denial of a petition to adopt a rule or issue an order. The term also includes any denial of a request made under s. 120.54(7).

(3) "Agency head" means the person or collegial body in a department or other governmental unit statutorily responsible for final agency action. An agency head appointed by and serving at the pleasure of an appointing authority remains subject to the direction and supervision of the appointing authority, but actions taken by the agency head as authorized by statute are official acts.

(4) "Committee" means the Administrative Procedures Committee.

(5) "Division" means the Division of Administrative Hearings. Any document filed with the division by a party represented by an attorney shall be filed by electronic means through the division's website. Any document filed with the division by a party not represented by an attorney shall, whenever possible, be filed by electronic means through the division's website.

(6) "Educational unit" means a local school district, a community college district, the Florida School for the Deaf and the Blind, or a state university when the university is acting pursuant to statutory authority derived from the Legislature.

(7) "Final order" means a written final decision which results from a proceeding under s. 120.56, s. 120.565, s. 120.569, s. 120.57, s. 120.573, or s. 120.574 which is not a rule, and which is not excepted from the definition of a rule, and which has been filed with the agency clerk, and includes final agency actions which are affirmative, negative, injunctive, or declaratory in form. A final order includes all materials explicitly adopted in it. The clerk shall indicate the date of filing on the order.

(8) "Invalid exercise of delegated legislative authority" means action that goes beyond the powers, functions, and duties delegated by the Legislature. A proposed or existing rule is an invalid exercise of delegated legislative authority if any one of the following applies:

120.57 Additional procedures for particular cases.—

(1) ADDITIONAL PROCEDURES APPLICABLE TO HEARINGS INVOLVING DISPUTED ISSUES OF MATERIAL FACT.—

(a) Except as provided in ss. 120.80 and 120.81, an administrative law judge assigned by the division shall conduct all hearings under this subsection, except for hearings before agency heads or a member thereof. If the administrative law judge assigned to a hearing becomes unavailable, the division shall assign another administrative law judge who shall use any existing record and receive any additional evidence or argument, if any, which the new administrative law judge finds necessary.

(b) All parties shall have an opportunity to respond, to present evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of facts and orders, to file exceptions to the presiding officer's recommended order, and to be represented by counsel or other qualified representative. When appropriate, the general public may be given an opportunity to present oral or written communications. If the agency proposes to consider such material, then all parties shall be given an opportunity to cross-examine or challenge or rebut the material.

(c) Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(d) Notwithstanding s. 120.569(2)(g), similar fact evidence of other violations, wrongs, or acts is admissible when relevant to prove a material fact in issue, such as proof of motive, opportunity, intent, preparation, plan, knowledge, identity, or absence of mistake or accident, but it is inadmissible when the evidence is relevant solely to prove bad character or propensity. When the state in an administrative proceeding intends to offer evidence of other acts or offenses under this paragraph, the state shall furnish to the party whose substantial interests are being determined and whose other acts or offenses will be the subject of such evidence, no fewer than 10 days before commencement of the proceeding, a written statement of the acts or offenses it intends to offer, describing them and the evidence the state intends to offer with particularity. Notice is not required for evidence of acts or offenses which is used for impeachment or on rebuttal.

(e)1. An agency or an administrative law judge may not base agency action that determines the substantial interests of a party on an unadopted rule. The administrative law judge shall determine whether an agency statement constitutes an unadopted rule. This subparagraph does not preclude application of adopted rules and applicable provisions of law to the facts.

2. Notwithstanding subparagraph 1., if an agency demonstrates that the statute being implemented directs it to adopt rules, that the agency has not had time to adopt those rules because the requirement was so recently enacted, and that the agency has initiated rulemaking and is proceeding expeditiously and in good faith to adopt the required rules, then the agency's action may be based upon those unadopted rules, subject to de novo review by the administrative law judge. The agency action shall not be presumed valid or invalid. The agency must demonstrate that the unadopted rule:

a. Is within the powers, functions, and duties delegated by the Legislature or, if the agency is operating pursuant to authority derived from the State Constitution, is within that authority;

b. Does not enlarge, modify, or contravene the specific provisions of law implemented;

c. Is not vague, establishes adequate standards for agency decisions, or does not vest unbridled discretion in the agency;

d. Is not arbitrary or capricious. A rule is arbitrary if it is not supported by logic or the necessary facts; a rule is capricious if it is adopted without thought or reason or is irrational;

e. Is not being applied to the substantially affected party without due notice; and

f. Does not impose excessive regulatory costs on the regulated person, county, or city.

3. The recommended and final orders in any proceeding shall be governed by the provisions of paragraphs (k) and (l), except that the administrative law judge's determination regarding an unadopted rule under subparagraph 1. or subparagraph 2. shall not be rejected by the agency unless the agency first determines from a review of the complete record, and states with particularity in the order, that such determination is clearly erroneous or does not comply with essential requirements of law. In any proceeding for review under s. 120.68, if the court finds that the agency's rejection of the determination regarding the unadopted rule does not comport with the provisions of this subparagraph, the agency action shall be set aside and the court shall award to the prevailing party the reasonable costs and a reasonable attorney's fee for the initial proceeding and the proceeding for review.

(f) The record in a case governed by this subsection shall consist only of:

1. All notices, pleadings, motions, and intermediate rulings.
2. Evidence admitted.
3. Those matters officially recognized.
4. Proffers of proof and objections and rulings thereon.
5. Proposed findings and exceptions.
6. Any decision, opinion, order, or report by the presiding officer.
7. All staff memoranda or data submitted to the presiding officer during the hearing or prior to its disposition, after notice of the submission to all parties, except communications by advisory staff as permitted under s. 120.66(1), if such communications are public records.
8. All matters placed on the record after an ex parte communication.
9. The official transcript.

(g) The agency shall accurately and completely preserve all testimony in the proceeding, and, on the request of any party, it shall make a full or partial transcript available at no more than actual cost.

(h) Any party to a proceeding in which an administrative law judge of the Division of Administrative Hearings has final order authority may move for a summary final order when there is no genuine issue as to any material fact. A summary final order shall be rendered if the administrative law judge determines from the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any, that no genuine issue as to any material fact exists and that the moving party is entitled as a matter of law to the entry of a final order. A summary final order shall consist of findings of fact, if any, conclusions of law, a disposition or penalty, if applicable, and any other information required by law to be contained in the final order.

(i) When, in any proceeding conducted pursuant to this subsection, a dispute of material fact no longer exists, any party may move the administrative law judge to relinquish jurisdiction to the agency. An order relinquishing jurisdiction shall be rendered if the administrative law judge determines from the pleadings, depositions, answers to interrogatories, and admissions on file, together with supporting and opposing affidavits, if any, that no genuine issue as to any material fact exists. If the administrative law judge enters an order relinquishing jurisdiction, the agency may promptly conduct a proceeding pursuant to subsection (2), if appropriate, but the parties may not raise any issues of disputed fact that could have been raised before the administrative law judge. An order entered by an administrative law judge relinquishing jurisdiction to the agency based upon a determination that no genuine dispute of material fact exists, need not contain findings of fact, conclusions of law, or a recommended disposition or penalty.

(j) Findings of fact shall be based upon a preponderance of the evidence, except in penal or licensure disciplinary proceedings or except as otherwise provided by statute, and shall be based exclusively on the evidence of record and on matters officially recognized.

(k) The presiding officer shall complete and submit to the agency and all parties a recommended order consisting of findings of fact, conclusions of law, and recommended disposition or penalty, if applicable, and any other information required by law to be contained in the final order. All proceedings conducted under this subsection shall be de novo. The agency shall allow each party 15 days in which to submit written exceptions to the recommended order. The final order shall include an explicit ruling on each exception, but an agency need not rule on an exception that does not clearly identify the disputed portion of the recommended order by page number or paragraph, that does not identify the legal basis for the exception, or that does not include appropriate and specific citations to the record.

(l) The agency may adopt the recommended order as the final order of the agency. The agency in its final order may reject or modify the conclusions of law over which it has substantive jurisdiction and interpretation of administrative rules over which it has substantive jurisdiction. When rejecting or modifying such conclusion of law or interpretation of administrative rule, the agency must state with particularity its reasons for rejecting or modifying such conclusion of law or interpretation of administrative rule and must make a finding that its substituted conclusion of law or interpretation of administrative rule is as or more reasonable than that which was rejected or modified. Rejection or modification of conclusions of law may not form the basis for rejection or modification of findings of fact. The agency may not reject or modify the findings of fact unless the agency first determines from a review of the entire record, and states with particularity in the order, that the findings of fact were not based upon competent substantial evidence or that the proceedings on which the findings were based did not comply with essential requirements of law. The agency may accept the recommended penalty in a recommended order, but may not reduce or increase it without a review of the complete record and without stating with particularity its reasons therefor in the order, by citing to the record in justifying the action.

(m) If a recommended order is submitted to an agency, the agency shall provide a copy of its final order and any exceptions to the division within 15 days after the order is filed with the agency clerk.

(n) Notwithstanding any law to the contrary, when statutes or rules impose conflicting time requirements for the scheduling of expedited hearings or issuance of recommended or final orders, the director of the division shall have the authority to set the proceedings for the orderly operation of this chapter.

(2) ADDITIONAL PROCEDURES APPLICABLE TO HEARINGS NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT.—In any case to which subsection (1) does not apply:

(a) The agency shall:

1. Give reasonable notice to affected persons of the action of the agency, whether proposed or already taken, or of its decision to refuse action, together with a summary of the factual, legal, and policy grounds therefor.

2. Give parties or their counsel the option, at a convenient time and place, to present to the agency or hearing officer written or oral evidence in opposition to the action of the agency or to its refusal to act, or a written statement challenging the grounds upon which the agency has chosen to justify its action or inaction.

3. If the objections of the parties are overruled, provide a written explanation within 7 days.

(b) The record shall only consist of:

1. The notice and summary of grounds.
2. Evidence received.
3. All written statements submitted.
4. Any decision overruling objections.
5. All matters placed on the record after an ex parte communication.

6. The official transcript.

7. Any decision, opinion, order, or report by the presiding officer.

(3) ADDITIONAL PROCEDURES APPLICABLE TO PROTESTS TO CONTRACT SOLICITATION OR AWARD. —Agencies subject to this chapter shall use the uniform rules of procedure, which provide procedures for the resolution of protests arising from the contract solicitation or award process. Such rules shall at least provide that:

(a) The agency shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

(b) Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

(c) Upon receipt of the formal written protest that has been timely filed, the agency shall stop the solicitation or contract award process until the subject of the protest is resolved by final agency action, unless the agency head sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

(d)1. The agency shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of a formal written protest.

2. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to subsection (2) and applicable agency rules before a person whose qualifications have been prescribed by rules of the agency.

3. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the agency shall refer the protest to the division by electronic means through the division's website for proceedings under subsection (1).

(e) Upon receipt of a formal written protest referred pursuant to this subsection, the director of the division shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the agency within 30 days of the

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
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March 31, 2016

Mr. Alan Florez
Executive Vice President
Brown & Brown, Inc.
220 South Ridgewood Avenue
Daytona Beach, FL 32114

Re: City of Port Orange
RFP #16-11 Insurance Broker Services
Brown & Brown, Inc. Formal Protest

Dear Mr. Florez:

Thank you for your participation at the Protest Hearing held on March 24, 2016.

I have reviewed and considered the materials and the presentation of information as provided in the hearing. Pursuant to the RFP#16-11, the city evaluation committee conducted a written review of the proposals and ranked the Brown & Brown proposal first and the Gallagher proposal second with the intent to also conduct follow-up questions and oral presentations with the top two proposers. Thereafter, both proposers provided written responses to questions and made oral presentations. The criteria for evaluating the written proposals did differ from the criteria for evaluating the oral presentations.

The committee conducted the oral presentations in accordance with the terms of the RFP. After the oral presentations, the committee ranked the Brown & Brown proposal second and the Gallagher proposal first.

Brown & Brown has protested that (1) the city used different criteria for each evaluation process and the resultant change in the ranking, and (2) the city's cost proposals form did not provide for comparisons of the various services and issues related to direct access, local preference and on-line enrollment, as well as any change of actual or perceived price proposals.

I have determined that the RFP#16-11 requires process improvement to provide an opportunity to all proposers to participate in the RFP for Insurance Broker Services on a fair platform and to be evaluated on clear and consistent criteria, scope and cost comparisons. To resolve this protest, I recommend that the city improve the RFP process for the insurance broker services and that the city council reject all proposals for RFP# 16-11.

It is unfortunate that May 1, 2016, is the insurance open enrollment for city employees; and that July 1, 2016, is the renewal date for implementing the scope of services contained in the RFP for health and other related insurance coverage. The city lacks sufficient time to rewrite and request proposals for the upcoming renewal process. Subsequent to council's decision on my recommendation to reject all proposals, the city staff shall be required to conduct the renewal negotiations without insurance broker services.

Brown & Brown may appeal my decision as set forth in this letter to the city council at a formal council meeting.

Sincerely,

M. H. Johansson
City Manager

MHJ:cr

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/26/2016

Consent item: No

SUBJECT: Riverwalk Phase 2 Linear Park Development

DEPARTMENT: Community Development

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Discussion and concensus for the direction of the Phase 2 linear park.

SUMMARY: This item is intended to provide the city council with details relating to Phase 2 of river walk linear park. In the Phase 2 area, the council recently reviewed and approved a master development agreement amendment relating to the existing riverboat restaurant and marina. Staff and Legal are seeking direction to incorporate the council's concerns and intended results for the development of the Phase 2 linear park facilities that will be adjoining the proposed restaurant and condominium development. The proposed development in this area outlines a coordinated plan to construct, maintain and guarantee the linear park development. The options for discussion include the use of (1) a right of way and/or (2) a perpetual easement with bonded improvements. The council will be briefed on pedestrian access, vehicular access, utilities, sidewalks, lighting, landscaping, costs, rights and obilgations and the associated risks to the city. The City Council is requested to discuss the information presented and provide direction in order to progress the plan currently scheduled for the Planning Commisssion.

Project No.:	Funding Account No.:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 03/21/2016
Margaret Roberts	Approved - 04/21/2016
Wayne Clark	Approved - 04/21/2016
M. Jake Johansson	Final Approval - 04/21/2016

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/26/2016

Consent item: No

SUBJECT: City Center Complex - Landscape Design and Improvements

DEPARTMENT: Public Works

GOAL: 2 - Quality of Life

OBJECTIVE: 1 - Maintain existing beautification efforts and implement phases not yet complete

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RECOMMENDED MOTION: Choose one of the three conceptual landscaping improvement options presented, so design can proceed and funding for construction costs can be requested in the coming FY2017 budget.

SUMMARY: Following the City Center Landscaping workshop on October 27, 2016, and the City Council's direction to explore ways of improving the quality of the landscaping at the City Hall complex, a professional architect firm, Zev Cohen Associates, Inc., was contracted to develop the landscape improvement design.

The firm has developed three conceptual landscape improvement options, with construction and maintenance costs, which will be presented for discussions. The City Council is requested to choose one of the three options, so a full design can proceed and the funding for construction costs can be included in the coming FY2017 budget request.

Project No.:	Funding Account No.:

ATTACHMENTS:

Kynah Cockcroft	Created/Initiated - 04/15/2016
Branford Adumuah	Approved - 04/15/2016
M. Jake Johansson	Final Approval - 04/20/2016

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/26/2016

Consent item: No

SUBJECT: Monthly Finance Report

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: The Financial report for March 2016 is attached.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	March 2016 Financial Report	finrptMar2016 for publ.pdf
2.	Sole Source/Piggyback Report Q1 & 2	SoleSource-Piggyback CM Approvals over 25k - Rev 2 through 3-31-16.pdf

Robin Fenwick	Created/Initiated - 04/18/2016
Tracey Riehm	Approved - 04/21/2016
M. Jake Johansson	Final Approval - 04/21/2016

The City of Port Orange
Finance Department

MEMORANDUM

TO: Michael H. Johansson, City Manager
FROM: Tracey Riehm, Finance Director
DATE: April 19, 2016
SUBJECT: **Highlights of the March 2016 Financial Report**

Attached are interim financial reports and highlights of activity for the City's five major funds for the period ending March 31, 2016, which represents 50% of the fiscal year. Also attached are the financial reports from Cypress Head Golf Course and the YMCA. Detailed reports for all funds are available on the City's website at: http://www.port-orange.org/finance/?p=budget_and_financial_reports. Highlights of these funds are as follows:

GENERAL FUND (Fund 001)

Revenues: During the first six months of the current fiscal year, the General Fund received a total of $18,877,930 in revenues, of which $18,070,729 reflected operating revenue and $807,201 account for contributions from the enterprise funds. These revenues include $10,227,061 or 95% of the annual estimated ad valorem tax revenue. The majority of ad valorem taxes are collected in the first few months of the fiscal year. General fund revenues are 54% of the budget, however after allowing for the budgeted use of appropriated equity, the percent collected increases to 58%. Ad-valorem taxes account for approximately 73% of the overall increase in revenue of $828,052 compared with this time last year.

Expenditures: The first six months operating expenditures amounted to $15,287,853 or 44% of the estimated expenditures for the year, with an additional encumbered amount of $1,224,152. Actual expenditures are $1,383,169 higher than at this time last year primarily due to the appropriation of additional funds to support the Drainage program.

Please also see the attached financial statement for additional detail.

BUILDING SPECIAL REVENUE FUND (Fund 109)

Revenues: During the first six months of the current fiscal year, the Building Special Revenue Fund received $555,371 in operating and non-operating revenues, inclusive of transfers. This equates to 40% of the annual budget, and is $27,136 (5.1%) more than last year. Revenues in this fund are typically received in a sporadic nature.

Expenditures: Year-to-date expenditures in the Building Special Revenue fund are $481,230 or approximately 35% of estimated expenditure for the year. On a percent of

budget basis, year-to-date expenditures are 11% lower than this time last year; with actual expenditures $26,677 higher than this time last year.

Year to date, the Building Special Revenue Fund's net position has increased by $74,141.

Please also see the attached financial statement for additional detail.

WATER & SEWER FUND (Fund 401)

Revenues: The Water and Sewer Fund collected $11,069,572 in operating revenues during the first six months, which is 44% of projected revenues for the year. This is $374,247 higher than last year and $188,445 higher than in 2014.

Expenses: The first six months operating expenses excluding depreciation amounted to $6,376,389 or 42% of estimated expenses for the year, with an additional $1,438,783 encumbered. Non-operating activity reports a net loss of $230,680, compared to a net gain of $7,016 reported at the same time last year. Currently, the water and sewer fund is reporting an income of $4,462,503, but after transfers the fund is posting a loss of $479,880 which is $94,073 more than this time last year.

The attached financial statement provides additional detail.

SOLID WASTE FUND (Fund 410)

Revenues: The Solid Waste Fund's total operating revenues for the first six months were $3,049,111, which is 43% of the annual budget and $48,965 less than this time last year.

Expenses: The Solid Waste Fund's first six months operating expenses excluding depreciation total $2,671,586 or 40% of estimated expenses for the year, with an additional encumbered amount of $3,626,057. The Solid Waste Fund currently is reporting an income before transfers of $386,504 and a change in net position of $284,291 after allowing for transfers. The change in net position is $18,355 higher than at this time last year.

The attached financial statement provides additional detail.

DRAINAGE UTILITY FUND (Fund 412)

Revenues: The Drainage Utility Fund's first six months operating revenues amount to $3,469,099, or 87% of the annual budget and $30,143 higher than this time last year. Revenues in this fund represent the collection of Drainage fees by the non-advalorem method.

Expenses: For the first six months, operating expenses totaled $687,058 which is 38% of the annual budget and $50,198 less than last year. An additional $523,468 is encumbered. After allowing for non-operating expenses, transfers in lieu of taxes and debt service payment transfers, the Drainage fund is reporting an increase in net position for the first six months of $1,866,478 which is $247,649 more than at this time last year.

The attached financial statement provides additional detail.

YMCA REPORT

The financial reports for the period ending February 29, 2016 for the YMCA are attached.

GOLF COURSE REPORT

The financial report for the period ending March 31, 2016 for the Cypress Head Golf Course is attached. Detailed statements are available in the Finance Department.

IN SUMMARY:

As appropriations lapse at the end of each year, City Council re-appropriates funding for open purchase orders and existing funded projects. Total budget projections as they are presented in the attached reports incorporate current year appropriations plus prior year carryover pertaining to open and in process projects. Available liquid equity has been evaluated and is adequate to meet or exceed revenue policies as established by City Council.

Should you have any questions as they relate to this report or its attachments, please feel free to contact me.

Thank you,

Tracey Riehm
Finance Director

TR/lb

City of Port Orange 2016/P06

Revenue Comparison - General Fund (001)

Period Ending: March 31 (50% of the Fiscal Year)

Sub Activity	2014			2015			2016		
	FYTD Actual	Audited Annual Receipts	FYTD14 % of Total	FYTD Actual	Audited Preliminary Annual Receipts	FYTD15 % of Total	FYTD Actual	Total Current Budget	FYTD16 % of Budget
ADVALOREM TAXES	9,538,521	10,360,132	92%	9,618,585	10,443,031	92%	10,227,061	10,807,883	95%
SALES & USE TAXES	0	717,597	0%	0	736,939	0%	0	717,597	0%
UTILITY SERVICE TAXES	2,054,409	5,002,091	41%	2,055,879	5,153,922	40%	2,102,898	4,944,127	43%
COMMUNICATIONS SERVICE TX	681,002	1,972,034	35%	640,470	1,886,648	34%	630,188	1,862,251	34%
LOCAL BUSINESS TAX	37,788	122,860	31%	35,709	113,499	31%	46,153	123,000	38%
FEES & PERMITS	968,538	3,200,700	30%	1,042,664	3,318,422	31%	1,026,448	3,510,499	29%
INTER GOVT	1,814,984	4,784,473	38%	1,925,318	5,152,711	37%	2,070,636	5,172,006	40%
CHARGES FOR SERVICE	1,093,276	2,273,583	48%	1,161,004	1,923,034	60%	771,573	2,348,669	33%
FINES & FORFEITS	69,273	165,185	42%	80,425	866,833	9%	612,316	137,400	446%
MISC REVENUE	644,743	1,208,274	53%	666,695	1,152,775	58%	583,457	1,066,462	55%
INTERFUND TRANSFER	0	65	0%	0	63,649	0%	0	0	0%
CONTRB FROM ENTERPRISE FD	828,186	1,656,372	50%	823,130	1,646,259	50%	807,201	1,614,401	50%
APPROPRIATED EQUITY	0	0	0%	0	0	0%	0	2,445,040	0%
GENERAL FUND REVENUE:	**$17,730,719**	**$31,463,366**	**56%**	**$18,049,878**	**$32,457,722**	**56%**	**$18,877,930**	**$34,749,335**	**54%**

City of Port Orange

Expense Comparison - General Fund (001)

Period Ending: March 31 (50% of the Fiscal Year)

Department Description	2014			2015			2016		
	FYTD Actual	Audited Annual Expenditures	FYTD14 % of Total	FYTD Actual	Audited Preliminary Annual Expenditures	FYTD15 % of Total	FYTD Actual	Total Current Budget	FYTD16 % of Budget
NON DEPARTMENTAL	938,170	2,264,450	41%	1,249,882	*3,474,836*	36%	1,614,442	3,372,918	48%
MAYOR & COUNCIL	109,897	198,686	55%	102,294	199,746	51%	98,316	216,897	45%
CITY MANAGER	222,299	476,171	47%	178,012	456,549	39%	275,255	584,932	47%
LEGAL SERVICES	217,561	515,978	42%	211,144	499,708	42%	260,365	706,423	37%
CITY CLERK	110,886	255,705	43%	129,689	291,702	44%	156,260	321,677	49%
FINANCE	360,689	740,966	49%	395,338	870,178	45%	476,313	1,092,777	44%
PERSONNEL	116,580	276,184	42%	153,235	352,949	43%	146,937	345,631	43%
COMMUNITY DEVELOPMENT	612,231	1,298,459	47%	574,692	1,266,317	45%	655,979	1,471,700	45%
FIRE SERVICES	3,756,258	8,268,579	45%	3,568,323	7,646,521	47%	4,081,286	8,292,999	49%
POLICE	5,240,067	11,095,306	47%	5,298,805	11,622,625	46%	5,210,848	12,319,928	42%
PUBLIC WORKS	771,838	1,875,210	41%	880,288	1,960,595	45%	964,226	2,536,100	38%
PARKS MAINTENANCE	867,502	1,830,748	47%	739,400	1,738,032	43%	815,406	2,167,954	38%
RECREATION	260,323	684,616	38%	265,207	718,415	37%	305,391	857,343	36%
ATHLETICS	138,135	287,958	48%	156,457	312,346	50%	225,454	443,886	51%
POGTV	3,445	6,313	55%	1,917	3,133	61%	1,375	18,170	8%
GENERAL FUND EXPENSES:	**$13,725,880**	**$30,075,329**	**46%**	**$13,904,684**	**$31,413,652**	**44%**	**$15,287,853**	**$34,749,335**	**44%**
Excess of Revenue over(under) Expenditures	**$4,004,839**	**$1,388,037**		**$4,145,194**	**$1,044,070**		**$3,590,077**	**$ -**	

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - BUILDING SPECIAL REVENUE FUND (109)
Period Ending: March 31 (50% of the Fiscal Year)

	FY2014			FY2015			FY2016		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual (Preliminary)	%	FYTD Actual	Budgeted Annual	%
Revenues									
Permits and fees	573,000	1,176,045	49%	517,819	1,250,379	41%	550,463	1,136,200	48%
Miscellaneous	-	83	0%		140	0%	-		0%
Total operating revenues	**573,000**	**1,176,128**	**49%**	**517,819**	**1,250,519**	**41%**	**550,463**	**1,136,200**	**48%**
Expenditures									
General government:									
Planning and community development	401,989	863,069	47%	454,553	982,921	46%	481,230	1,389,621	35%
Total operating expenses - w/o depreciation	**401,989**	**863,069**	**47%**	**454,553**	**982,921**	**46%**	**481,230**	**1,389,621**	**35%**
Operating income (loss)	**171,011**	**313,059**	**55%**	**63,266**	**267,598**	**24%**	**69,233**	**(253,421)**	**-27%**
Non-operating revenues (expenses)									
Interest earnings	5,037	3,180		10,415	9,047		4,908	7,000	
Other income (expense)									
Interest and amortization expense									
Total nonoperating revenue (expenses)	**5,037**	**3,180**	**158%**	**10,415**	**9,047**	**115%**	**4,908**	**7,000**	**70%**
Income (loss) before contributions and transfers	**176,048**	**316,239**	**56%**	**73,681**	**276,645**	**27%**	**74,141**	**(246,421)**	**-30%**
Appropriated Fund Balance								246,421	
Transfers									
Transfers in					2,613				
Transfers (out) - In Lieu of Tax									
Transfers (out) - Debt Service									
Change in net position	**176,048**	**316,239**		**73,681**	**279,258**		**74,141**	**-**	

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - UTILITIES OPERATING FUND (401)
Period Ending: March 31 (50% of the Fiscal Year)

	FY2014			FY2015			FY2016		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual (Preliminary)	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Water sales	4,740,415	10,957,095	43%	4,683,107	11,274,679	42%	4,702,360	10,984,280	43%
Hydrant rentals	45,572	35,235	129%	28,927	36,165	80%	39,043	46,010	85%
Sewer charges	5,579,443	12,893,433	43%	5,619,770	13,639,842	41%	6,007,613	13,058,784	46%
Connections service, and cut-off charges	467,319	937,684	50%	350,466	796,698	44%	302,361	891,308	34%
Other revenues	48,378	309,840	16%	13,055	178,259	7%	18,195	36,253	50%
Total operating revenues	**10,881,127**	**25,133,286**	**43%**	**10,695,325**	**25,925,643**	**41%**	**11,069,572**	**25,016,635**	**44%**
Operating expenses									
Personal services	2,764,904	5,696,318	49%	2,676,494	5,801,431	46%	2,812,843	6,468,095	43%
Contractual services (Professional & Other)	167,290	2,230,218	8%	372,536	2,904,120	13%	1,219,750	2,989,771	41%
Utilities	524,383	1,349,753	39%	669,351	1,321,228	51%	594,479	1,411,209	42%
Maintenance and repairs	129,256	1,933,414	7%	113,954	1,895,478	6%	222,491	875,006	25%
Other supplies and expenses	1,910,772	2,906,828	66%	2,250,861	2,145,414	105%	1,526,826	3,294,485	46%
Total operating expenses - w/o depreciation	**5,496,605**	**14,116,531**	**39%**	**6,083,196**	**14,067,671**	**43%**	**6,376,389**	**15,038,566**	**42%**
Operating income (loss)	**5,384,522**	**11,016,755**	**49%**	**4,612,129**	**11,857,972**	**39%**	**4,693,183**	**9,978,069**	**47%**
Non-operating revenues (expenses)									
Interest earnings	28,943	53,444		66,616	129,347		40,759	54,500	
Other income (expense)	(120,225)	445,747		(54,580)	0		(268,905)	(1,703,807)	
Interest and amortization expense	(7,456)	(1,361,091)		(5,020)	(1,205,050)		(2,534)	(259,793)	
Total nonoperating revenue (expenses)	**(98,738)**	**(861,900)**	**11%**	**7,016**	**(1,075,703)**	**-1%**	**(230,680)**	**(1,909,100)**	**12%**
Income (loss) before contributions and transfers	**5,285,784**	**10,154,855**	**52%**	**4,619,145**	**10,782,269**	**43%**	**4,462,503**	**8,068,969**	**55%**
Appropriated Fund Balance							-	1,815,798	
Capital Contributions					1,926,860				
Transfers									
Transfers in	-	-		-	9,579		-	-	
Transfers (out) - In lieu of tax	(638,059)	(1,276,118)		(630,272)	(1,260,543)		(612,702)	(1,225,404)	
Transfers (out) - debt service[1]	(4,874,679)	-		(4,374,680)	-		(4,329,681)	(8,659,363)	
Change in net position	**(226,954)**	**8,878,738**		**(385,807)**	**11,458,165**		**(479,880)**	**-**	

[1] Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process.

Note: FY16 expense classifications adjusted to comply with FY15 audit classifications

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - SOLID WASTE OPERATING FUND (410)
Period Ending: March 31 (50% of the Fiscal Year)

	FY2014			FY2015			FY2016		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual (Preliminary)	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Waste Disposal Fees	3,067,260	6,943,255	44%	3,088,361	7,052,339	44%	3,046,635	6,982,050	44%
Other revenues	14,152	41,749	34%	9,715	42	23136%	2,476	67,100	4%
Total operating revenues	**3,081,412**	**6,985,004**	**44%**	**3,098,076**	**7,052,381**	**44%**	**3,049,111**	**7,049,150**	**43%**
Operating expenses									
Personal services	104,001	226,705	46%	99,960	223,365	45%	115,944	299,999	39%
Contractual services (Professional & Other)	2,364,646	4,805,927	49%	2,381,079	6,286,101	38%	2,544,577	6,425,508	40%
Utilities	78	1,014	8%	419	858	49%	387	890	43%
Maintenance and repairs	735	6,843	11%	-	7,251	0%	2,430	6,606	37%
Other supplies and expenses	222,543	1,414,561	16%	269,209	54,882	491%	8,248	11,525	72%
Total operating expenses (w/o depreciation)	**2,692,004**	**6,455,050**	**42%**	**2,750,667**	**6,572,457**	**42%**	**2,671,586**	**6,744,528**	**40%**
Operating income (loss)	**389,408**	**529,954**	**73%**	**347,409**	**479,924**	**72%**	**377,525**	**304,622**	**124%**
Non-operating revenues (expenses)									
Interest earnings	7,362	6,580		15,465	13,809		8,979	14,000	
Other income (expense)								(114,197)	
Interest and amortization expense					-				
Total nonoperating revenue (expenses)	**7,362**	**6,580**	**112%**	**15,465**	**13,809**	**112%**	**8,979**	**(100,197)**	**-9%**
Income (loss) before contributions and transfers	**396,770**	**536,534**	**74%**	**362,874**	**493,733**	**73%**	**386,504**	**204,425**	**189%**
Appropriated Fund Balance								-	
Transfers									
Transfers in					888		-	-	
Transfers (out) - In lieu of taxes	(96,989)	(193,978)		(96,938)	(193,875)		(102,213)	(204,425)	
Transfers (out) - debt service									
Change in net position	**299,781**	**342,556**		**265,936**	**300,746**		**284,291**	**-**	

Note: FY16 expense classifications adjusted to comply with FY15 audit classifications

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - STORMWATER OPERATING FUND (412)
Period Ending: March 31 (50% of the Fiscal Year)

	FY2014			FY2015			FY2016		
	FYTD Actual	**Audited Annual**	**%**	**FYTD Actual**	**Audited Annual (Preliminary)**	**%**	**FYTD Actual**	**Budgeted Annual**	**%**
Operating revenues									
Charges for services:									
Drainage Fees	3,405,462	3,805,631	89%	3,438,956	3,860,256	89%	3,469,099	3,978,063	87%
Other revenues	127	127	0%	-	218	0%	-		0%
Total operating revenues	**3,405,589**	**3,805,758**	**89%**	**3,438,956**	**3,860,474**	**89%**	**3,469,099**	**3,978,063**	**87%**
Operating expenses									
Personal services	342,583	721,017	48%	328,155	734,663	45%	329,683	930,854	35%
Contractual services (Professional & Other)[1]	24,312	613,143	4%	40,308	610,614	7%	304,700	675,643	45%
Utilities	-	-	0%	-	-	0%	-	-	0%
Maintenance and repairs	33,673	93,595	36%	81,154	141,756	57%	34,087	126,443	27%
Other supplies and expenses	316,113	65,509	483%	287,639	69,426	414%	18,589	72,290	26%
Total operating expenses (w/o depreciation)	**716,681**	**1,493,264**	**48%**	**737,256**	**1,556,459**	**47%**	**687,058**	**1,805,230**	**38%**
Operating income (loss)	**2,688,908**	**2,312,494**	**116%**	**2,701,700**	**2,304,015**	**117%**	**2,782,041**	**2,172,833**	**128%**
Non-operating revenues (expenses)									
Interest earnings	13,766	20,586		20,414	30,007		6,255	26,700	
Other income (expense)	(668,224)	500,000		(67,402)	255,496		(718,034)	(2,956,312)	
Interest and amortization expense	-	(460,404)		-	(420,188)		-	(42,686)	
Total nonoperating revenue (expenses)	**(654,458)**	**60,182**	**-1087%**	**(46,988)**	**(134,685)**	**35%**	**(711,779)**	**(2,972,298)**	**24%**
Income (loss) before contributions and transfers	**2,034,450**	**2,372,676**	**86%**	**2,654,712**	**2,169,330**	**122%**	**2,070,262**	**(799,465)**	**-259%**
Appropriated Fund Balance								1,844,034	
Transfers									
Transfers in					847,500		677,000	677,000	
Transfers (out) - General Fund					(63,649)		0	0	
Transfers (out) - In Lieu of Tax	(93,138)	(186,277)		(95,920)	(191,841)		(92,286)	(184,572)	
Transfers (out) - debt service[1]	(739,761)	(83,520)		(919,963)	(83,501)		(768,498)	(1,536,997)	
Change in net position	**1,201,551**	**2,102,879**		**1,638,829**	**2,677,839**		**1,886,478**	**-**	

[1] Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process. The remaining balance of Transfer (Out) - Debt Service represents governmental debt.

Note: FY16 expense classifications adjusted to comply with FY15 audit classifications

Note: minor variances in totals may exist due to rounding

Financial Reports
for period ending
February 29, 2016
Provided by
YMCA

Statement Of Activities Report

Unaudited

Volusia Flagler Family YMCA

Period 2 February 2016

Branch Port Orange 07

		Period 2 February 2016					Year to Date 2016				
Account Group Number	**Account Group Name**	**Actual**	**Budget**	**$ Variance**	**Last Year**	**$ Variance**	**Actual**	**Budget**	**$ Variance**	**Last Year**	**$ Variance**
Revenue											
01	Contributions	15,408	9,000	6,408	8,559	6,849	29,127	22,700	6,427	9,774	19,353
03	Special Events	540	250	290	0	540	16,504	16,034	470	5,443	11,061
08	United Way	3,466	3,466	0	3,466	0	6,933	6,933	0	6,933	0
10	Grants	2,273	2,303	-30	1,967	306	4,063	4,520	-457	4,223	-160
11	Membership	109,259	118,092	-8,833	116,309	-7,050	216,107	233,713	-17,606	237,412	-21,305
13	Program Fees	49,281	41,073	8,208	46,700	2,581	98,072	82,081	15,991	84,682	13,390
14	Other - Merchandise/Vending	577	3,000	-2,423	2,890	-2,313	5,150	7,900	-2,750	7,962	-2,812
16	Late Fees/Misc Income	235	435	-200	335	-100	655	535	120	335	320
19	Release from Restriction	-650	500	-1,150	-420	-230	-1,230	1,000	-2,230	-1,720	490
Total Revenue		180,389	178,119	2,270	179,806	583	375,381	375,416	-35	355,044	20,337
Expenses											
21	Salaries & Wages	67,953	62,087	-5,866	67,602	-351	134,118	126,388	-7,730	159,363	25,245
22	Employee Benefits	4,660	3,232	-1,428	4,194	-466	9,547	6,463	-3,084	9,718	171
23	Payroll, Taxes & W/C	6,923	5,972	-951	6,542	-381	13,851	12,160	-1,691	15,350	1,499
24	Contract Services	2,830	2,125	-705	3,382	552	7,157	6,690	-467	5,436	-1,721
25	Supplies	2,250	3,597	1,347	4,679	2,429	5,240	7,294	2,054	8,947	3,707
26	Telephone	941	770	-171	969	28	1,873	1,540	-333	1,925	52
27	Postage & Shipping	0	33	33	0	0	49	67	18	12	-37
28	Facility Costs	40,766	40,688	-78	40,948	182	81,471	80,229	-1,242	80,279	-1,192
29	Equipment Costs	4,522	4,861	339	5,530	1,008	10,236	9,305	-931	9,768	-468
30	Program Expenses	6,475	5,567	-908	4,041	-2,434	13,269	15,106	1,837	6,565	-6,704
31	Marketing & Promotion	0	-5	-5	-5	-5	49	66	17	66	17
32	Travel & Mileage	0	90	90	0	0	171	180	9	0	-171
33	Conference & Training	87	42	-45	250	163	483	233	-250	382	-101
34	Fundraising Expense	0	0	0	0	0	0	0	0	29	29
35	National & Other Dues	2,616	2,616	0	2,505	-111	5,232	5,232	0	5,011	-221
38	Insurance	2,244	2,322	78	2,244	0	4,489	4,645	156	4,489	0
39	Miscellaneous Expense	228	0	-228	0	-228	228	0	-228	0	-228
40	Depreciation & Amortization	1,695	1,666	-29	2,833	1,138	3,390	3,331	-59	5,369	1,979
48	Metro Services	24,793	24,793	0	28,204	3,411	52,271	52,272	1	55,570	3,299
Total Expenses		168,983	160,456	-8,527	173,918	4,935	343,124	331,201	-11,923	368,279	25,155
Change in Net Assets		**11,406**	**17,663**	**-6,257**	**5,888**	**5,518**	**32,257**	**44,215**	**-11,958**	**-13,235**	**45,492**

Financial Report
for period ending
March 31, 2016
provided by
Golf Course

The Golf Club at Cypress Head
Comparative Income Statement
For the Six Months Ending March 31, 2016

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	141,742	601,222	714,869	84%	138,739	577,360	1,023,426	56%
Merchandise	7,579	32,326	53,694	60%	6,326	27,809	61,281	45%
Other Pro Shop	3,837	6,325	10,198	62%	5,145	8,990	10,769	83%
Range	3,626	14,949	16,885	89%	4,512	17,394	35,044	50%
Food and Beverage	30,551	160,246	182,967	88%	0	0	0	
Membership Initiation Fees	0	0	750		0	0	0	
Other Operating Revenues	4,968	21,024	24,901	84%	4,620	19,277	35,106	55%
Other G&A Income	0	0	(866)		0	0	0	
TOTAL REVENUE	192,303	836,092	1,003,396	83%	159,342	650,829	1,165,626	56%
COST OF SALES								
Merchandise	4,600	21,072	44,543	47%	3,916	20,827	33,672	62%
Food & Beverage	10,280	63,869	72,592	88%	0	0	0	
TOTAL COGS	14,880	84,941	117,135	73%	3,916	20,827	33,672	62%
COGS - Merchandise %	60.7%	65.2%	83.0%	78.6%	61.9%	74.9%	54.9%	136.3%
COGS - Food %	33.6%	40.0%	39.8%	100.5%				
PAYROLL								
Course and Grounds	24,513	143,298	291,280	49%	26,868	171,803	302,225	57%
Carts, Range, Starters, Etc.	9,020	36,036	39,741	91%	8,764	40,206	73,469	55%
Pro Shop	5,083	28,045	33,566	84%	3,952	27,769	53,508	52%
Food and Beverage	14,489	84,037	94,245	89%	0	0	0	
General and Administrative	9,723	65,778	126,613	52%	10,797	63,629	127,761	50%
Marketing	4,201	25,705	45,103	57%	4,799	24,466	45,604	54%
TOTAL PAYROLL	67,030	382,898	630,548	61%	55,180	327,873	602,567	54%
OPERATING EXPENSES								
Course and Grounds	13,068	94,325	220,151	43%	15,228	90,404	194,632	46%
Carts, Range, Starters, Etc.	8,233	63,542	113,365	56%	6,415	42,324	85,831	49%
Pro Shop	4,135	6,864	10,087	68%	4,380	7,180	11,155	64%
Food and Beverage	3,002	20,447	30,128	68%	137	322	0	
General and Administrative	17,517	111,279	182,159	61%	16,251	101,160	197,717	51%
Marketing	5,020	12,172	29,588	41%	1,624	21,780	39,686	55%
TOTAL OPERATING EXPENSES	50,974	308,628	585,477	53%	44,035	263,171	529,021	50%
TOTAL EXPENSES	132,884	776,468	1,333,159	58%	103,131	611,871	1,165,260	53%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(7,370)	(44,117)	(66,226)	67%	(5,713)	(35,934)	(65,296)	55%
Depreciation & Amortization	(535)	(3,210)	(9,405)	34%	(381)	(2,286)	(6,420)	36%
TOTAL OTHER INCOME (EXPENSE)	(7,904)	(47,327)	(75,631)	63%	(6,094)	(38,220)	(71,716)	53%
NET INCOME	51,514	12,298	(405,394)	-3%	50,117	739	(71,350)	-1%
Paid Rounds	5,071	21,973	25,909	85%	4,376	17,845	38,507	46%
Annual Pass Rounds	491	2,544	2,970	86%	980	4,504	4,295	105%
Other Rounds	267	1,528	1,772	86%	241	1,108	2,819	39%
Total Rounds	5,829	26,045	30,651	85%	5,597	23,457	45,621	51%
Revenue/Paid Rounds	$37.92	$38.05	$38.76	98%	$36.41	$36.47	$30.27	120%
Revenue/Total Rounds	$32.99	$32.10	$32.76	98%	$28.47	$27.75	$25.55	109%

FY16 City Manager Approval of Exempt Purchases exceeding $25,000 per Ordinance No. 2015-47 amending § 2-267

Vendor	Approved Amount	Date Approved	Procurement Type
SunState Meter and Supply	750,000.00	08/17/15	Sole Source - Contract approved by CC 9/9/15
HD Supply Waterworks	750,000.00	08/17/15	Sole Source
Hach Company	52,139.25	08/19/15	Sole Source
SSES, Inc dba Souther Sewer Equipment	25,000.00	08/21/15	Sole Source
Hach Company	150,000.00	08/26/15	Sole Source
ACET Recycling, LLC	52,325.00	09/01/15	Sole Source
Fluid Control Specialities, Inc.	25,000.00	09/04/15	Sole Source
Elxsi, Inc/ dba Cues	25,000.00	09/07/15	Sole Source
Eutek Systems, Inc. dba Hydry Initernational	25,000.00	09/09/15	Sole Source
Hardy Media, Inc. dba Hardy Diagnostics	25,000.00	09/09/15	Sole Source
Idexx Distrubution, Inc.	25,000.00	09/10/15	Sole Source
MKI Services, Inc.	25,000.00	09/10/15	Sole Source
Data Flow Systems, Inc.	25,000.00	09/11/15	Sole Source
Water Treatment & Controls Company	25,000.00	09/11/15	Sole Source
Water Resource Technologies Florida LLC	25,000.00	09/15/15	Sole Source
Sanders Company, Inc.	25,000.00	09/15/15	Sole Source
DE Nora Water Technologies, Inc.	25,000.00	10/26/15	Sole Source
WesTech Engineering, Inc.	25,000.00	10/26/15	Sole Source
HD Supply Waterworks	25,000.00	10/26/15	Sole Source
SSEC, Inc. dba Southern Sewer Eq Sales	25,000.00	10/26/15	Sole Source
Alttec Corporation dba Digital Controls	25,000.00	10/27/15	Sole Source
Xylem Water Solutions, U.S.A., Inc.	25,000.00	10/27/15	Sole Source
Medora Corporation	25,000.00	10/27/15	Sole Source
Tomco2 Systems Company	25,000.00	10/27/15	Sole Source
Keller-Angelillis Design & Manufacturing	25,000.00	10/30/15	Sole Source
Ten-8	79,000.00	11/06/15	Sole Source
Taser International	68,904.00	02/23/16	Waiver of Formal Bid Process Approved by CC 3/15/16
Ridge Equipment Co	30,822.00	02/03/16	Piggyback FL Sheriff's Association ITB 15-13-0904
Tru-Green 4995	59,619.00	02/29/16	Piggyback Orange County Schools ITB1309220