

The City of Key West, Florida is directly soliciting a proposal for the following lines of insurance coverage: property (including inland marine and equipment breakdown); crime; general liability (including law enforcement liability); auto liability; public official liability (including employment practices liability); workers' compensation; and a multi-line stop loss aggregate.

Ancillary Coverage for exposures associated with marine operations is also being requested: marina operator legal liability; wharfingers; hull coverage; pollution liability; and storage tank liability. Insurance is to be effective October 1, 2018.

Proposers may offer quotes on all coverage or separate lines of coverage. Failure to provide quotes on all lines of coverage will not result in automatic rejection of proposals. It is requested that proposers show a premium breakdown for each line of coverage proposed. Although the City has requested several types of coverage, some types may not be purchased. Currently, the City's package policy is written with PRM, and its ancillary lines are written elsewhere, placed by Public Risk Insurance Agency. At this time, the City wishes to continue its self-insurance program for all general liability, POL/EPLI, automobile liability, and worker's compensation, with excess coverage in these areas. The City's current TPA is Relation Insurance Services, and shall remain as the TPA for the policy year 2018/2019. All proposals must state that Relation Insurance Services are an acceptable Third-Party Administrator.

All proposers and carriers must be licensed to conduct business in the State of Florida. Carriers should be of acceptable financial strength and acceptable to the City.

Loss Prevention and Risk Management Services, such as training and inspection services will be considered, and are requested to be added to the proposal.

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

CONTRACT TERMS - The effective date of the proposed lines of coverage will be October 1, 2018. Rates should be guaranteed for a minimum of twelve (12) months. Longer guarantee periods are solicited. Subsequent renewal terms of this contract will be based upon satisfactory service along with acceptability of cost and financial stability of the carrier. Any rate increase or intent to terminate coverage must be preceded by a minimum of ninety (90) days-notice to the City of Key West.

POINT OF CONTACT: Underwriting information will be provided on request to include; projected payrolls, updated vehicle schedule, statement of values, and loss history. The City's financial statements on the City's website: www.cityofkeywest-fl.gov. The City will attempt to respond to any additional questions the proposers may have. All requests for information should be sent to the City representative listed below by email, mail, or phone:

Todd Stoughton
Risk Manager
1300 White Street
Key West, Florida 33040
Desk: (305) 849-1400
tstoughton@cityofkeywest-fl.gov

Proposals will be evaluated by the City Finance Director, with consultant input, who will make a recommendation to the City Commission on which proposal in his opinion represents the best value for the City. The City Commission has the final authority and may accept the recommendation by the Finance Director, or choose a different proposal. **Proposals shall clearly state if this is an 'all or nothing' proposal.**

PROPOSAL SUBMISSION AND DEADLINE - The City must receive the Proposal *on or before 3:00 p.m., July 18, 2018. A Proposal received after this date and time will be considered non-responsive and the City will return the Proposal, unopened.* Please recognize that Express Mail Services may not guarantee timely delivery of the proposals. Proposers are solely responsible for ensuring their proposals are delivered by 3:00pm EST on July 18th. No requests for extensions beyond established timeline will be honored.

The Proposal must be clearly marked “**CITY OF KEY WEST INSURANCE PROPOSAL**” and addressed to:

City Clerk
City of Key West
1300 White Street, City Hall
Key West, Florida 33040

A copy of the City’s current insurance schedule, and ancillary coverages are attached. The selected proposer will be expected to comply with all insurance provisions identified in attached exhibits.



CITY OF KEY WEST, FL
SCHEDULE OF INSURANCE

Coverage As Bound 2017-18			
LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR	
PACKAGE POLICY - EFFECTIVE 10/1/17-18			
Public Risk Management of Florida			
Property:		Deductible	
Excess Limit of Coverage for each occurrence All coverage under section I combined	\$ 144,542,80		
Named Storm - Member Shared Limit	\$ 85,000,000	5.00%	
Flood	\$ 50,000,000	\$25,000 Except Flood Zones A &/or V, XS maximum NFIP limits available whether purchased or not	
Earthquake	\$ 50,000,000		
Combined Business Interruption, Rental Income, and Tax Interruption, Tuition Income	\$ 100,000,000		
Extra Expense	\$ 50,000,000		
Miscellaneous Unnamed Locations	\$ 25,000,000		
Automatic Acquisition	\$ 25,000,000		
Unscheduled Landscaping, Tees, Sand Traps, Greens and Athletic Fields	\$ 1,000,000		
Scheduled Landscaping, Tees, Sand Traps, Greens and Athletic Fields	\$ 5,000,000		
Unintentional Errors & Omissions	\$ 25,000,000		
Course of Construction	\$ 50,000,000		
Money and Securities	\$ 2,500,000		
Unscheduled Fine Arts	\$ 2,500,000		
Accidental Contamination- Per Occurrence	\$ 250,000		
Accidental Contamination- Aggregate	\$ 500,000		
Unscheduled Tunnels, Bridges, Dams, Catwalks, Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals	\$ 500,000		
Increased Cost of Construction	\$ 25,000,000		
Transit	\$ 25,000,000		
Unscheduled animals	\$ 2,500,000		
Unscheduled animals- Per Animal	\$ 50,000		
Unscheduled Watercraft; up to 27 Feet	\$ 2,500,000		
Scheduled Watercraft; up to 27 Feet	Included		
Off Premises Services Interruption	\$ 25,000,000		
Contingent Business Interruption	\$ 5,000,000		
Earthquake Shock for Licensed Vehicles, Unlicensed Vehicles, Contractors Equipment and Fine Arts combined	\$ 5,000,000		
Flood for Licensed Vehicles, Unlicensed Vehicles, Contractors Equipment and Fine Arts combined	\$ 5,000,000		
Claim Preparation Expenses	\$ 1,000,000		
Expediting Expenses	\$ 50,000,000		
Furs, Jewelry, Precious Metals and Precious Stones.	\$ 500,000		
Personal Property outside the U.S.A.	\$ 1,000,000		
Employees Tools	\$ 50,000		
Extended Period of Indemnity	180 Days		
Automobile Physical Damage over-the-road coverage	\$ 10,000,000		
Automobile Physical Damage (on and off premises)	Included		
All Other Perils - Except as Noted:		\$ 25,000	
Crime:		Deductible	
Employee Dishonesty	\$ 1,000,000	\$ 1,000	
Forgery or Alteration	\$ 1,000,000	\$ 1,000	
Monies & Securities	\$ 1,000,000	\$ 1,000	
General Liability:		SIR	
General Liability:		\$ 100,000	
Each Occurrence	\$ 1,000,000		
Personal/Advertising Injury	\$ 1,000,000		
Employee Benefits Liability - Each Claim	\$ 1,000,000		
Employee Benefits Liability - Aggregate	\$ 3,000,000		
Law Enforcement Liability	\$ 1,000,000		
Subsidence- Annual Aggregate	\$ 10,000,000		
Medical Payments	Excluded		
Automobile:		SIR	
Automobile:	\$ 1,000,000	\$ 100,000	
Uninsured Motorists	All Members Reject		
Physical Damage	Refer to Property Policy		
Personal Injury Protection	Statutory		
Public Officials Liability:		SIR	
Public Officials Liability: Per Claim	\$ 1,000,000	\$ 100,000	
Public Officials Liability: Aggregate	\$ 3,000,000		
"Bert J. Harris, Jr., Private Property Rights Protection Act"- Each Claim & Aggregate	\$ 300,000		
EEOC Administrative Hearings - Per Claim	\$ 2,500		
EEOC Administrative Hearings- Aggregate	\$ 250,000		
Inverse Condemnation - Per Claim & Aggregate	\$ 100,000		
Sexual Harassment - Per Claim/ Per Members	\$ 1,000,000		
Sexual Harassment - Annual Aggregate	\$ 3,000,000		
Both Public Officials Liability & Employment Practices Liability is subject to a per member combined Aggregate of \$3,000,000			



CITY OF KEY WEST, FL SCHEDULE OF INSURANCE

Coverage As Bound 2017-18				
LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR		
Excess Work Comp: PRM		SIR		
Statutory Limits Workers' Compensation Employers' Liability	\$ 3,000,000	\$ 325,000		
Loss Fund- Annual Aggregate	\$ 2,100,000			
		Sub-Total		
Cyber Liability: PRM		Deductible		
Media Liability, Security Breach Liability & Expense, Public Relations Expense, Replacement/Restoration of Electronic Data, Cyber Extortion Threats, Business Income/Extra Expense		\$ 25,000		
Limits:				
Per Member	\$ 1,000,000			
Per Pool Aggregate	\$ 5,000,000			
Boiler & Machinery: PRM (Travelers)				
Limit Per Accident	\$ 50,000,000	\$10,000 Transformer KVA & over/\$1,000 All Other Objects		

CITY OF KEY WEST, FL

ANCILLARY COVERAGE SUMMARY 10/1/17-18

LINE OF COVERAGE/DESCRIPTION	LIMIT	DEDUCTIBLE/SIR
ANCILLARY POLICIES		
Outer MOLL XS GL - 10/1 Great American	\$4M xs \$1,000,000	\$ 1,000,000
MOLL- Great American - 10/1	\$ 1,000,000	\$ 2,500
Wharfingers - Great American - 10/1	\$ 2,000,000	\$ 10,000
Hull - Great American -10/1	\$ 887,050	\$5,000 AOP/5% Wind
Vessel Pollution - Great American - 10/1	\$1m/\$1m	\$ -
Tank Storage Liab - Commerce & Industry - 10/1	\$1m/\$10m	\$ 25,000
Statutory AD&D - AIG - 10/1 (Annual)	Statutory	\$ -
Pollution/Tank Liab - XL - 11/1/14-11/1/17	\$1m/\$3m	\$ 100,000
<i>(627 Palm Ave & 5701 College Rd only - 3 year)</i>		
SUBTOTAL ANCILLARY COVERAGES		

ANTI-KICKBACK AFFIDAVIT

STATE OF

FLORIDA SS:

COUNTY OF MONROE

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

BY:

sworn and prescribed before me this _____ day of _____, 2016

NOTARY PUBLIC, State of Florida

My commission expires:

CONE OF SILENCE AFFIDAVIT

Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

STATE OF _____)
: SS
COUNTY OF _____)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

_____ day of _____, 20____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

Sec. 2-773. Cone of Silence.

(a) *Definitions.* For purposes of this section, reference to one gender shall include the

other, use of the plural shall include the singular, and use of the singular shall include

the plural. The following definitions apply unless the context in which the word or

phrase is used requires a different definition:

- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
- (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
- (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
 - (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;

- (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
 - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
 - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
 - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
 - (3) Oral communications at duly noticed pre-bid conferences;
 - (4) Oral presentations before publicly noticed evaluation and/or selection committees;
 - (5) Contract discussions during any duly noticed public meeting;
 - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
 - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
 - (8) Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
 - (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract,

rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

- (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in [section 1-15](#) of this Code.
- (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code [section 2-834](#) that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section. (*Ord. No. 13-11, § 1, 6-18-2013*)

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

:

SS COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of

_____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By:

Sworn and subscribed before me this _____ day of _____ 20

_____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

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

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

1. This sworn statement is submitted to _____

by

(print individual's name and title)

For

(print name of entity submitting sworn statement)

whose business address is _____

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

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

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

3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime:
or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and

the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the

entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SIGNATURE

DATE

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority
_____ who, after first being sworn by
me, (name of individual)
affixed his/her signature in the space provided above on this
_____ day of _____, 2016

NOTARY PUBLIC

My commission expires: