City of Key West

Request for Proposals
RFP # 25-014

Property and Casualty Insurance Coverage

Mayor: Danise Henriquez

City Manager: Brian Barroso

Commissioners:

Monica Haskell; District 1
Donald "Donie" Lee; District 3
Mary Lou Hoover; District 5
Samuel Kaufman; District 2
Lissette Carey; District 4
Aaron Castillo; District 6

REQUEST FOR PROPOSALS
CITY OF KEY WEST - PURCHASING OFFICE
1300 White Street, Key West, Florida 33040

Solicitation Data

Request Number:	RFP 25-014
Title:	Property and Casualty Insurance Coverage
Description:	The City of Key West is soliciting proposals from experienced and qualified firms to provide comprehensive property and casualty insurance coverage.
Contact: Phone: Email:	Lucas Torres-Bull, Procurement Manager (305) 809-3807 lucas.torresbull@cityofkeywest-fl.gov
Issue Date:	June 23, 2025
Mail or Deliver Responses To:	City Clerk City of Key West 1300 White Street Key West, FL 33040
Clarification Submittal Deadline:	July 11, 2025, 3 P.M. LOCAL TIME
Responses Due:	August 18, 2025, 3 P.M. LOCAL TIME
Estimated Award Date:	September 2, 2025

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City of Key West

Request for Proposals

Property and Casualty Insurance Coverage

RFP No. 25-014

NOTICE: Pursuant to Sec. 2-769 of the City's Code of Ordinance, sealed proposals for consideration to provide the services detailed in the scope of services listed below, shall be received until **3:00 P.M. on August 18, 2025.** The submittals shall be clearly marked **"RFP No. 25-014 – Property and Casualty Insurance Coverage."**

All submittals shall be publicly opened and recorded on August 18, 2025, at 3:00 P.M.** Late submittals shall **not** be accepted or considered.

Please submit one (1) original and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside "Sealed Proposals for RFP No. 25-014 Property and Casualty Insurance Coverage" addressed and delivered to the City Clerk at the address noted above.

Solicitations may be found via the City of Key West website (www.cityofkeywest-fl.gov) under Finance and via Onvia DemandStar, central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any bid deemed to be in the best interest of the City or to waive any irregularity in any submittal. The City may reject any or all bids and re-advertise.

PROJECT OVERVIEW

The City of Key West is soliciting proposals from experienced and qualified firms to provide comprehensive property and casualty insurance coverage.

Through this RFP process, prospective proposers are invited to submit detailed Proposals in accordance with the requirements and timelines set forth herein. Only those submissions that include all information requested—at the sole discretion of the City—will be considered for evaluation.

The City intends to use the Proposals received to rank the proposers based on qualifications, experience, and responsiveness. Following the evaluation process, the City will initiate contract negotiations with the top-ranked proposer. Once under contract, the selected proposer may be assigned additional specific projects or advocacy efforts on an as-needed basis.

All inquiries must reference **RFP No. 25-014** – Property and Casualty Insurance Coverage in the subject line and should be directed to the following email at lucas.torresbull@cityofkeywest-fl.gov. No phone calls will be accepted in reference to this solicitation. Any communication regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City's tentative schedule for this Request for Proposal is as follows:

Cut-off Date for Questions: **July 11, 2025, at 3:00 P.M.**

Deadline for Submittals and Opening of Proposals: **August 18, 2025, at 3:00 P.M.**

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) **We/Us/Our/City**

These terms refer to the City of Key West, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Finance Division

The Division responsible for handling procurement related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) **You/Your**

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFQ/RFP/ITB, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Consultant/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Proposer/ Consultant/Submitter

The Proposer whose Proposal to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Commission, and a contract will be executed for the provisions of the goods and/or services specified in this RFQ/RFP/ITB.

(iii) **Proposals/ Submittals**

The written, sealed document submitted by the Proposer in response to this RFQ/RFP/ITB. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFQ/RFP/ITB shall be directed in writing by email, to the Procurement Contact email address specified on the title page.

Answers, citing the question but not identifying the questioner, will be publicly noticed, and distributed simultaneously to all known prospective Proposers.

(i) **Written Addenda**

If it becomes evident that this RFQ/RFP/ITB must be amended, we will issue a formal written addendum to all registered prospective Proposers via Demand Star. Addendum will be uploaded to Demand Star, available via link on the City's webpage. If necessary, a new RFQ/RFP/ITB opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a Proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFQ/RFP/ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Contact. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Finance Division as having received the RFQ/RFP/ITB documents. No person is authorized to give oral interpretations of or make oral changes to the RFQ/RFP/ITB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFQ opening, whichever is earlier, any material submitted in response to this RFQ/RFP/ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFQ/RFP/ITB does not, itself, in any way constitute a contractual agreement between the City of Key West and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Key West. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this Proposal prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the

City.

1.9 SUBMISSION OF PROPOSAL

(i) **Incurred Expenses**

The City is not responsible for any expenses which Proposers may incur for preparing and submitting Proposals called for in this RFQ/RFP/ITB.

(ii) **Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) **Request for Modifications**

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) **Bid Acknowledgment**

By submitting a Proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification To Submittals**

The City reserves the right to negotiate modifications to this RFQ/RFP/ITB that it deems acceptable, reject any and all Proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) **Submittals Binding**

All Proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Proposals/ Statement/ Proposals**

Alternate Proposals and/or statements will not be considered or accepted by the City.

(viii) **Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the Proposal.

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFQ/RFP/ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their Proposals which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All Proposals received from Proposers in response to this RFQ/RFP/ITB shall become the property of the City of Key West and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ/RFP/ITB and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Key West, City Ordinance Sec 2-766-2-845 Cone of Silence, City of Key West Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Commission members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals for goods or services to City. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a Proposal to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non- compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-773 Cone of Silence, 2-289 Conflict of Interest and 4.10 Disclosure of Financial Interest by Officers and Employees are applicable to this transaction.

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:
(A) 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.
(B) At the deadline for submission of responses to the solicitation if only one vendor has responded.
(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.

1.12 SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Key West evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFQ/RFP/ITB are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to

any person, company or corporation without prior written consent of the City of Key West.

1.15 PROPERTY

Property owned by the City of Key West is the responsibility of the City of Key West. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Key West. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFQ/RFP/ITB, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFQ/RFP/ITB responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Key West, is a business risk which the Awarded Proposer must assume. The City of Key West will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Key West.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Monroe County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Key West and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non- performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded

Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.

C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with Ordinance Sec 2-799 –Provide Equal Benefits for Domestic Partners.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the City or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the City Commission or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

END OF SECTION 1

SECTION 2
SPECIAL CONDITION

Introduction

The City of Key West ("City") is requesting proposals for: Property Coverage (including Inland Marine, Equipment Breakdown, and Auto Physical Damage); Terrorism and Active Shooter; Crime Coverage; Comprehensive General Liability (including Law Enforcement Liability and Employee Benefit Liability); Automobile Liability; Public Official Liability / Employment Practice Liability; Workers' Compensation; Aircraft/Drone Coverage; and Firefighter Cancer Benefits. Insurance is to be effective October 1, 2025. The City also carries miscellaneous other lines of coverage; however, only above is being solicited at this time.

Proposers may offer quotes on all coverage or separate lines of coverage. 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.

Proposers should indicate carriers' most favorable terms of premium payment for all policies quoted.

Insurance funds, captive insurers, other types of providers, or insurance carriers with a rating of "A" or above by A.M. Best are preferred. If the coverage is to be provided by a person or organization not rated by A.M. Best, proposals for such coverage or service will only be accepted if the person or organization providing the service or coverage:

1) Has, as of the proposal return date specified in the RFP, been successfully operating in the State of Florida for a minimum of five (5) consecutive years;

2) Submits with its proposal its latest audited financial statement issued by a Certified Public Accountant, which:

   a) is dated no earlier than 18 months prior to the proposal return date specified in the RFP;

   b) offers an unqualified opinion of the financial viability of the person or organization.

TIMELINE FOR RFP 25-014 Property and Casualty Insurance Coverage	
June 23, 2025	**RFP Release Date**
July 11, 2025	**Last Day for Questions**
August 18, 2025	**Proposals due by 3 p.m. (EDT)**
August 2025	**Proposal Evaluation**
September 2, 2025	**Award**
October 1, 2025	**Policy Renewal**

Instructions for Preparing Proposals

1. RULES FOR PROPOSALS

A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. Any questions regarding a project or submittal shall be ***directed to Purchasing and Contracts Administration.*** There shall not be any contact between a Proposer and any member of the C ity or its staff regarding the project or proposal submitted by any Proposer. Any Proposer contacting any member of the City staff regarding a submitted proposal is subject to sanctions up to and including having the City disqualify that firm's submittal.

2. PROPOSAL FORMAT/REQUIREMENTS

Firms shall prepare their proposals using the format outlined in this section and in conjunction with the Evaluation Criteria. Please submit one (1) original and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside "Sealed Proposals for RFP No. 25-014 Property and Casualty Insurance Coverage" addressed and delivered to the City Clerk at the address noted above.

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

Title Page: Title Page shall show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Transmittal Letter: The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the Proposer to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

Table of Contents: The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 1 Qualifications of Firm: Provide a statement of your qualifications. Identify your firm's capability and experience on similar assignments, particularly for municipalities. Include a description of the firm, its organizational structure, the location of the principal offices and the location of the office that would manage the services.

Tab 2 Experience of Team: List the key personnel and their individual responsibilities on this assignment. Include the extent of each person's participation and their related experience. Indicate the approximate percentage of the total work to be accomplished by each individual. List all subcontracted services and third-party administrators (TPAs), attorney firms, managed care arrangements, and vendor service providers.

Individual Resumes: Resumes of all key personnel within the team shall be provided. Each resume shall not exceed two (2) pages in length.

Tab 3 Provided Services: In addition to the information requested in the Scope of Services please provide the following:

a) Statement of proposer's understanding of governmental entity/municipal insurance coverages and risk services
b) Statement indicating how the proposer, is at a minimum, able to meet all of the principal areas defined in the RFP's Scope of Services
c) Statement regarding extent to which individual coverages being proposed are separable without a change in premium costs
d) Examples of premium and service billings as well as examples of sound cost allocation methods
e) Proposal of coverage details, including premiums, shall follow the format in the Scope of Services. Proposers shall detail the coverage being offered and shall detail ANY deviation from what has been requested.

Tab 4 References: List three (3) recent governmental clients, comparable to the City, for whom similar or comparable services have been performed. Include the name, mailing address, email, and telephone number of their principal representative. Describe, in detail, each clients' outcomes and the process your company took to achieve those outcomes.

Evaluation of Proposals

EVALUATION METHOD AND CRITERIA: All proposals will be evaluated by a selection committee. The committee will make the final determination which option to recommend to the City Commission for implementation, subject to City Commission approval.

All proposals will be subject to a review. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be evaluated in accordance with the criteria established in these documents. All responsive and responsible proposals received will be considered during evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be evaluated based on the criteria herein addressed.

During the evaluation process and at the sole discretion of the City or its consultant, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City or its consultant may have on a proposer's submittal.

A. General: The committee shall be the sole judge as to the merits of the proposal(s), and the resulting agreement. The CITY's decision will be final. The CITY's evaluation criteria will include, but shall not be limited to, considerations listed under the Scope of Services.

B. The award of this RFP may be in total or in part, to one (1) firm who will provide the overall best turnkey proposal who is the most qualified, responsive, and responsible proposer(s), and fulfills all requirements, and whose evaluation by the Consultant indicates that the award will be in the best interest of the CITY.

C. EVALUATION CRITERIA: Proposals will be reviewed and evaluated based on the format and content outlined as follows**:**

EVALUATION CRITERIA	POINTS
Qualifications of Firm: • Shows a strong knowledge of how to provide, place and structure governmental entity/municipal insurance coverages and risk management services. ***(0 to 5 points)*** • Proves a successful history of providing governmental entity/ municipal insurance coverages and risk management services. ***(0 to 5 points)***	**10 max.**
Experience of Team: • Incorporates strong team structure (including successful relationships with outside vendors, TPAs, attorneys, etc.) and able to handle entire task. ***(0 to 5 points)*** • Team members have resumes that reflect experience in providing governmental entity/municipal insurance coverages and risk management services. ***(0 to 5 points)***	**10 max.**
Responsiveness to Requested Scope: • Shows a deep understanding of the entire scope of governmental entity/municipal insurance coverages and risk services being requested herein. ***(0 to 5 points)*** • Able, at a minimum, to meet all of the principle areas defined in the RFP's Scope of Work. ***(0 to 20 points)***	**25 max.**
Cost: • Demonstrates a proven ability and creative approach to cost control, structuring and obtaining the best rates from the insurance market. ***(0 to 45 points)*** • Cost breakdown meets the proposal requirements. ***(0 to 5 points)***	**50 max.**
References: • Lists strong references reflecting examples of successfully providing similar services to other local governmental entities. ***(0 to 5 points)***	**5 max.**
TOTAL EVALUATION	**100**

SECTION 3
SCOPE OF SERVICES

The City of Key West ("City") is requesting proposals for: Property Coverage (including Inland Marine, Equipment Breakdown, and Auto Physical Damage); Terrorism and Active Shooter; Crime Coverage; Comprehensive General Liability (including Law Enforcement Liability and Employee Benefit Liability); Automobile Liability; Public Official Liability / Employment Practice Liability; Workers' Compensation; Aircraft/Drone Coverage; and Firefighter Cancer Benefits. Insurance is to be effective October 1, 2025. The City also carries miscellaneous other lines of coverage; however, only above is being solicited at this time.

Proposers may offer quotes on all coverage or separate lines of coverage. 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.

Proposers should indicate carriers' most favorable terms of premium payment for all policies quoted.

Insurance funds, captive insurers, other types of providers, or insurance carriers with a rating of "A" or above by A.M. Best are preferred. If the coverage is to be provided by a person or organization not rated by A.M. Best, proposals for such coverage or service will only be accepted if the person or organization providing the service or coverage:

1) Has, as of the proposal return date specified in the RFP, been successfully operating in the State of Florida for a minimum of five (5) consecutive years;

2) Submits with its proposal its latest audited financial statement issued by a Certified Public Accountant, which:

   a) is dated no earlier than 18 months prior to the proposal return date specified in the RFP;

   b) offers an unqualified opinion of the financial viability of the person or organization.

1. SCOPE OF SERVICES: This scope of work is a general guide to the work the City expects to be performed by the Proposer and is not an exhaustive listing of all services that may be required or desired.

2. POLICY/CONTRACT FORMAT: The City may benefit by combining coverage options from more than one proposal. Each proposer should state the extent to which individual coverage lines being proposed are separable without a change in premium costs.

3. PAYMENT OF PREMIUMS: The City desires to have the options of installment payments. Proposers are requested to indicate their most favorable terms and payment options.

4. LOSS CONTROL ASSISTANCE: Proposers are expected to provide loss control and safety assistance and are requested to submit information regarding loss control programs and applicable costs, if additional.

5. COST ALLOCATION ASSISTANCE: Proposers are expected to assist the City and provide a sound method of cost allocation based on acceptable industry standards using the premium, exposures, and loss data. Billing premiums should be broken down by lines of coverage with all fees and charges clearly identified and directly associated with a line of coverage. Proposers are encouraged to provide examples of premium and

service billing, as well as examples of sound cost allocation methods to aid the City with equitable distribution of the premium cost back into various funds and accounts.

6. GENERAL CONDITIONS

A. Named Insured for All Policies: The City of Key West, including elected officials, appointed officials, past officials, employees, and volunteers while acting within the scope of duties. PLUS: Any affiliated or subsidiary board, authority, committee or independent agency (including newly constituted) provided that such affiliated or subsidiary board, authority, committee or independent agency is either a political body created by a listed named insured, or one in which controlling interest or membership therein is vested in a listed named insured.

B. Cancellation/Non-Renewal: The City shall be given at least 45 days' notice of cancellation, non-renewal or adverse change of contracts.

C. Extension: The City desires an option to extend coverage 30-60 days beyond contract terms, with the City providing at least 45 days' notice to Proposer.

D. General Liability and Public Official Liability should be non-auditable.

7. GENERAL INFORMATION:

Named Insured:	City of Key West
Address:	1300 White Street Key West, FL 33040
Website:	https://www.cityofkeywest-fl.gov/
Effective Date of Coverage:	October 1, 2025 through September 30, 2026

ALL QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL SHOULD BE DIRECTED, IN WRITING, TO CITY OF KEY WEST PURCHASING MANAGER, lucas.torresbull@cityofkeywest-fl.gov.

8. CURRENT COVERAGE INFORMATION: All current coverage and policy information is attached. Any updates will be issued via addendum. See **Attachment A – Coverage Document**. Current coverage is placed by World Risk Management, primarily through the Public Risk Management of Florida (PRM) trust, with aircraft/drone coverage and firefighter cancer benefits each being written through divisions of Chubb. The City carries self-insured retentions for workers' compensation and each of its primary liability lines, utilizing Relation Insurance Services of Florida as its third-party administrator for those lines. All limits and retentions shown in the specifications reflect the current program.

9. MOST RECENT FINANCIAL STATEMENT AND ANNUAL REPORT: The CITY's most recent Audited Financial Statement is available to download via the CITY's Website, https://www.cityofkeywest-fl.gov/.

10. CURRENT EXPOSURE INFORMATION: See **Attachment B – Exposure Workbook and Attachment C – Statement of Values.**

11. LOSS AND HISTORICAL EXPOSURE INFORMATION: For detailed loss information for all

lines of claims, see **Attachment D – Loss Experience – Relation** and **Attachment E – Loss Experience – Davies, PRM.**

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

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

13. Coverage terms should not deviate from what has been requested, although optional limits/deductibles/retentions differing from those specified may be considered.

14. COVERAGE BEING REQUESTED:

PROPERTY: Proposers are directed to base quotes on the "special form" (all-risk), including theft and sinkhole perils. Currently, windstorm coverage is included in the property policies and ideally, should be included in the proposed property policies. If this cannot be done, please provide a windstorm quote through other means.

Desired Property Coverages:

- Building and Contents are to be insured on a Blanket Basis with an Agreed Value endorsement (no coinsurance).
- Coverage is to be on an “All Risk,” “Special Perils Form” or its equivalent, including Wind and Excess Flood.
- Coverage is to be on a Replacement Cost basis for real and personal property
- Building Ordinance Coverage should be included.
- Permission to Rebuild at another site or Not to Rebuild.
- Architect Fees should be included.
- Includes Property in Transit.
- Automobile Physical Damage coverage included.

Exposure Basis:

Property	
Total Insurable Values	$285,464,184
AOP Deductible	$25,000
Wind Limit	$15,000,000
Named Wind Deductible	5%
Inland Marine, Equipment Values, Etc.	Per Schedule
Automobile Values	Per Schedule
Equipment Breakdown	Per Schedule

See **Attachment B – Exposure Workbook** and **Attachment C – Statement of Values** for underwriting information.

PROPERTY TERRORISM & SABOTAGE / ACTIVE SHOOTER & MALICIOUS ATTACK:

Coverage Forms and Limits:	**Limit:**	**Deductible:**
Terrorism & Sabotage Per Occurrence	$25,000,000	$10,000
Terrorism & Sabotage Pool Aggregate	$25,000,000	$10,000
Active Shooter & Malicious Attack Per Occurrence	$2,000,000	$10,000
Active Shooter & Malicious Attack Pool Aggregate	$2,000,000	$10,000

Exposure Basis:

See **Attachment B – Exposure Workbook** and **Attachment C – Statement of Values** for underwriting information.

CRIME:

Coverage Forms and Limits:	**Limit:**	**Deductible:**
Employee Dishonesty – Per Occurrence	$1,000,000	$1,000
Forgery or Alteration	$1,000,000	$1,000
Money & Securities	$1,000,000	$1,000

Exposure Basis:

See **Attachment B – Exposure Workbook.**

GENERAL LIABILITY:

An Occurrence Form should be proposed.

It is the CITY's intention to have the most broad, comprehensive coverage available. Please base all quotes accordingly.

Coverage Forms and Limits:	**Limit:**	**Self-Insured Retention:**
Each Occurrence	$1,000,000	$100,000
Personal/Advertising Injury	$1,000,000	$100,000
Medical Expense	Excluded	
Law Enforcement Liability Per Occurrence	$1,000,000	$100,000
Employee Benefits Liability Each Claim Retro Date: 10/1/2000	$1,000,000	$100,000

Exposure Basis:

See **Attachment B – Exposure Workbook.**

AUTOMOBILE LIABILITY:

Coverage Forms and Limits:	**Limit:**	**Self-Insured Retention:**
Liability (incl. Hired/Non-Owned)	$1,000,000	$100,000
Personal Injury Protection	Statutory	$100,000
Medical Payments	Excluded	
Uninsured Motorist	Excluded	
Underinsured Motorist	Excluded	

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

Automatic coverage throughout the policy term without updated scheduling – No Additional Premium.

Exposure Basis:

See **Attachment B – Exposure Workbook** for automobile schedule.

PUBLIC OFFICIAL LIABILITY / EMPLOYMENT PRACTICE LIABILITY: Coverage is desired for any civil claim because of a wrongful act not ordinarily covered by general liability policies, including employment practice liability exposures and potential obligations arising from allegations of inadequate handling of employee disciplinary problems, acts alleging discrimination, hiring/firing, federal civil rights, sexual harassment and zoning. Coverage should be included for EEOC Administrative Hearings. Please specify coverages and limits for EEOC actions.

Proposer may quote coverage for Sexual Misconduct Coverage separately, if not included as part of the underlying Public Officials Liability. Please clarify included or excluded. If available separately, please quote.

Coverage Forms and Limits:	**Limit:**	**Self-Insured Retention:**
Policy Aggregate	$3,000,000	
Public Officials E&O Each Claim	$1,000,000	$100,000
EEOC Administrative Hearings	$2,500	
EEOC Administrative Hearings Assoc. Annual Agg.	$250,000	
Retro Date: 10/1/2000		
Coverage Forms and Limits:	**Limit:**	**Self-Insured Retention:**
Sexual Harassment Each Claim	$1,000,000	$100,000
Retro Date: 10/1/2000		
Inverse Condemnation Each Claim	$100,000	$100,000
Inverse Condemnation Aggregate	$100,000	
Retro Date: 10/1/2015		
Bert Harris Act Each Claim	$300,000	$100,000
Bert Harris Act Aggregate	$300,000	
Retro Date: 10/1/2010		
Non-Monetary Damages Each Claim	$100,000	$100,000
Non-Monetary Damages Aggregate	$100,000	

Retro Date: 10/1/2015

Endorsements:

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

Rating Basis:

See **Attachment B – Exposure Workbook.**

WORKERS' COMPENSATION:

Coverage: Excess Workers' Compensation Insurance is to be provided in accordance with Florida Workers' Compensation Law and Florida Statutory Limits.

Employer's Liability:	
Each Accident	$2,000,000
Disease-Policy Limit	$2,000,000
Disease-Each Employee	$2,000,000

Retention: $325,000

The following endorsements should be provided:

Volunteer Endorsement
Broad form all states coverage

Exposure Basis:

5509	STREET OR ROAD MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION	$558,187
6836	MARINA & DRIVERS	$1,540,916
7382	BUS CO.: ALL OTHER EMPLOYEES & DRIVERS	$1,411,096
7580	Sewer	$45,586
7590	GARBAGE WORKS	$368,362
7704	FIREFIGHTERS & DRIVERS	$9,151,077
7720	POLICE OFFICERS & DRIVERS	$11,123,210
8380	AUTOMOBILE SERVICE OR REPAIR CENTER & DRIVERS	$563,841
8392	Auto Storage Garage, Parking Lot	$151,101
8810	CLERICAL OFFICE EMPLOYEES NOC	$9,188,387
8820	ATTORNEY—ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS	$521,384
9015	BUILDINGS—OPERATION BY OWNER OR LESSEE	$580,789
9102	PARK NOC—ALL EMPLOYEES & DRIVERS	$2,331,772
9410	MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	$1,527,689

Estimated Total Annual Payroll $39,063,397

See **Attachment B – Exposure Workbook** for payroll breakdown.

AIRCRAFT/DRONE COVERAGE:

Coverage Forms and Limits:	**Limit:**	**Deductible:**
Single Limit Liability	$1,000,000	
Medical Payment	Excluded	
Hull Coverage	$12,000	
Not In Motion		$1,200
In Motion or Moored		$1,200
Ingestion		$0

Exposure Basis:

1. Drone: 2023 Parrot ANFI USA

See **Attachment A – Coverage Document.**

FIREFIGHTER CANCER BENEFITS:

Classes of Eligible Persons:

Class 1: All eligible Firefighters of the Policyholder as on file with the Policyholder.
Class 2: All eligible Fire Investigators of the Policyholder as on file with the Policyholder.
Class 3: All Firefighters or Fire Investigators of the Policyholder whose names are on file with the Policyholder, employed by the Policyholder for at least 5 continuous years, have terminated employment with the Policyholder within the last 10 years and have continued coverage in his or her employer-sponsored health plan or group health insurance trust fund.

Benefits:

Class 1: First Diagnosis Cancer Benefit
Benefit Amount: $25,000
Cancer Death Benefit
Principal Sum: $75,000
Class 2: First Diagnosis Cancer Benefit
Benefit Amount: $25,000
Cancer Death Benefit
Principal Sum: $75,000
Class 3: First Diagnosis Benefit Continuation
Benefit Amount: $25,000

Exposure Basis:

See **Attachment A – Coverage Document.**

END OF SECTION 3

SECTION 4

AFFIDAVITS AND CERTIFICATIONS

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS.

LIST OF ATTACHED FORMS:

1. **Anti-Kickback Affidavit**
2. **Public Entity Crimes Form**
3. **City of Key West Indemnification Form**
4. **Equal Benefits for Domestic Partners Affidavit**
5. **Cone of Silence Affidavit**
6. **Non-Collusion Affidavit**
7. **City of Key West E-Verify Affidavit**
8. **Noncoercive Conduct Affidavit**
9. **Scrutinized Companies Certification**

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees 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 subscribed before me this _____ day of _____20___.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

* * * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for _____

_____

2. This sworn statement is submitted by_____
(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 _____

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

and my relationship to the entity named above is _____

4. 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 with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

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

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

    1. A predecessor or successor of a person convicted of a public entity crime; or

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

person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or
affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(signature)

_____
(date)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this _____day of _____, 20___.

My commission expires:

_____
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or $1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: _____ SEAL:
Address

_____
Signature

_____
Print Name

_____
Title

DATE: _____

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 Florida at Large

My Commission Expires:

* * * * * *

CONE OF SILENCE AFFIDAVIT

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 Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
:
SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this

_____day of _____, 20__.

_____
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798

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

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

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

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

- Not a local vendor pursuant to Code od Ordinances Section 2-798
- Qualifies as a local vendor pursuant to Code od Ordinances Section 2-798

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

Business Name Phone:

Current Local Address: Fax:
(P.O Box numbers may not be used to establish status)

Length of time at this address

_____ _____
Signature of Authorized Representative Date

STATE OF_____
COUNTY OF_____

The foregoing instrument was acknowledged before me this _____day of _____, 20___.
By_____, of_____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced_____as identification
(type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

_____
Title or Rank

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned contractor verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

_____ _____

Date (Signature of Authorized Representative)

State of_____,
County of_____,

Personally Appeared Before Me, the undersigned authority,_____ who, ☐ being personally known or ☐ having produced his/her signature in the space provided above on this _____ day of _____, _____20_____.

_____ _____

Signature, Notary Public Commission Expires

Stamp/Seal:

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT

FOR LABOR OR SERVICES

Entity/Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative: _____
(Name and Title)
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: _____, who is authorized to sign on behalf of the above referenced company.

Authorized Signature:_____
Print Name:_____
Title:_____

DATE: _____

VENDOR CERTIFICATION REGARDING

SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name:

_____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title:

_____

Address:

_____

City: _____ State: _____ Zip:

_____

Phone Number: _____

Email Address: _____

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By:

_____,

Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

_____,

EXHIBIT "A"
MINIMUM INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

1.0 GENERAL INSURANCE REQUIREMENTS:

1.01 During the Term of the Agreement, the Proposer shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.

1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

1.03 The City shall be specifically included as an additional insured on the Proposer's Liability policies, with the exception of the Proposer's Professional Liability policies (if required), and shall also provide the "Severability of Interest" provision (also known as the "Separation of Insureds" provision). The City's additional insured status should be extended to all Completed Operations coverages.

1.04 The Proposer shall deliver to the City, prior to commencing work or activities under the Agreement, properly executed Certificate(s) of Insurance setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(ies) shown on the Certificate(s). In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City in a timely manner, if requested.

1.05 If the Proposer fails to provide or maintain the insurance coverage required under this Agreement and refuses or neglects to deliver the required Certificate(s) of Insurance to the City, the City may, at its sole discretion, terminate or suspend the Agreement and seize the amount of the Proposer's performance bond, letter of credit, or other acceptable security, if applicable.

1.06 The Proposer shall take immediate steps to restore any impaired Aggregate Policy Limit upon notification. Upon request, the Proposer shall authorize and provide a written statement from the insurance company confirming the status of such limits.

1.07 The Proposer authorizes the City and/or its insurance consultant to verify all information provided with respect to compliance with bond and insurance requirements, directly with the Proposer's insurance agents, brokers, surety, or carriers.

1.08 All insurance coverage of the Proposer shall be primary to any insurance or self-insurance carried by the City. The City's insurance shall not contribute to the Proposer's required coverage.

1.09 Acceptance of any Certificate of Insurance by the City does not constitute approval or agreement that the insurance requirements have been met or that the policies are compliant.

1.10 No work or activity may begin or continue under this Agreement unless and until the required Certificate(s) of Insurance are in effect and a written Notice to Proceed is issued by the City.

1.11 The insurance coverage and limits required are minimum requirements only. The Proposer is solely responsible for assessing its risks and securing sufficient insurance to cover those risks.

1.12 During the Term of this Agreement, the City and its agents may continue to engage in necessary business activities. Any City property used in connection with these activities shall not be considered to be in the Proposer's care, custody, or control.

1.13 If any insurance required under this Agreement includes a deductible, self-insured retention, or any alternative to full coverage, the Proposer shall be fully responsible for that amount.

1.14 All required insurance coverages must be legally issued and endorsed, as necessary, to comply with the provisions of this Agreement.

1.15 All insurance policies must require that the insurer give the City at least thirty (30) days' advance written notice of cancellation, intent not to renew, or reduction in coverage.

1.16 Renewal Certificate(s) of Insurance shall be submitted to the City no less than twenty (20) days prior to expiration of current coverage.

1.17 If the Proposer utilizes contractors or subcontractors, those entities must maintain insurance coverage equal to that required of the Proposer. The Proposer shall obtain Certificates of Insurance from all contractors and subcontractors and shall be held directly responsible for ensuring compliance.

2.0 SPECIFIC INSURANCE COVERAGES AND LIMITS

2.01 All requirements listed in this section must be fully met unless excused in writing by the City.

2.02 All insurance coverage must meet the following minimum limits. Policies must follow current ISO or NCCI standards or broader. All policy wording and endorsements must be acceptable to the City.

A. Workers' Compensation and Employers' Liability Insurance

- **Workers' Compensation**: Florida Statutory Requirements
- **Employer's Liability**:
    - $100,000 – Each Accident
    - $500,000 – Disease Aggregate
    - $100,000 – Disease Each Employee

Note: If the Proposer has fewer than four (4) employees and has opted out of this coverage as permitted by Florida law, the Proposer must submit a formal statement on company letterhead confirming this exemption. This does not apply to construction firms.

B. Commercial General Liability Insurance

- **Coverage must include**: Premises & Operations, Personal Injury, Contractual, Independent Contractors, Products & Completed Operations
- **Limits**:
    - $1,000,000 – Combined Single Limit per Occurrence and Aggregate

Completed Operations coverage must remain in force for four (4) years after contract expiration. Umbrella or Excess policies may be used to meet this requirement if they offer coverage equal to or better than the primary policy.

C. Business Automobile Liability Insurance

Coverage for owned, non-owned, leased, and hired vehicles.

- **Limits**:
    - $1,000,000 – Bodily Injury & Property Damage Combined Single Limit per Accident

If the Proposer owns no vehicles, this requirement may be met by including "Non-Owned and Hired Auto" coverage under the General Liability policy.

D. Professional Liability Insurance (Errors & Omissions)

Covers damages resulting from performance of professional services.

- **Minimum Limits**:
    - $1,000,000 – Per Occurrence
    - $2,000,000 – Annual Aggregate

If the policy is "Claims-Made", it must include a Retroactive Date no later than the start of the Agreement and a four (4) year Extended Reporting Period following termination.