



REQUEST FOR PROPOSALS
PROPERTY AND CASUALTY INSURANCE COVERAGE

RFP# 098-12/ED

12300 Forest Hill Boulevard
Wellington, FL 33414

PURCHASING DIVISION
561-791-4055
FAX 561-791-4045



LEGAL NOTICE

REQUEST FOR PROPOSALS (RFP# 098-12/ED)

The Village of Wellington is accepting sealed proposals from qualified and experienced firms to provide Wellington a comprehensive program of insurance to cover its property and casualty and workers' compensation exposures.

PROPOSAL SUBMISSION

Proposals, one original and one PDF copy (CD) will be received by sealed envelope in the Wellington City Hall Clerk's Office, 12300 Forest Hill Boulevard, Wellington, Florida 33414 on or before **July 23, 2012 at 10:00 AM Local Time** at which time they will be opened and read. Proposals received after this time will not be considered and no time extensions will be permitted. Receipt of a response by any Wellington office, receptionist or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. Please clearly mark proposals:

"RFP#098-12/ED – PROPERTY AND CASUALTY INSURANCE COVERAGE"

Copies of this Proposal Document may be obtained via Onvia at www.demandstar.com or by visiting our website, <http://wellingtonfl.gov> or by contacting Ed De La Vega in the Purchasing Department at (561) 791-4055, edelavega@wellingtonfl.gov beginning on **June 18, 2012**.

EVALUATION COMMITTEE:

An Evaluation Committee meeting will be held on **August 2, 2012 at 2:00 PM Local Time** at the Wellington City Hall located at 12300 Forest Hill Boulevard, Wellington, FL 33414.

FOR INFORMATION

For information on this Request for Proposal, contact Ed De La Vega in the Purchasing Division, (561) 791-4055.

ACCEPTANCE AND REJECTIONS

Wellington reserves the right to reject any or all proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage to the Wellington.

Publish: Palm Beach Post –
Account #9-657448

PROPERTY AND CASUALTY INSURANCE COVERAGE

TABLE OF CONTENTS

TIMELINE.....	Page 4
GENERAL TERMS AND CONDITIONS	Pages 5-10
SELECTION CRITERIA	Pages 10-11
INSTRUCTIONS FOR SUBMITTING.....	Page 13
SCOPE OF WORK	Page 14-17
CHECKLIST	Page 18
FORMS	Pages 19-25

PROPERTY AND CASUALTY INSURANCE COVERAGE

TIMELINE

1. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE	LOCATION
Request for proposals (RFP) Advertised	N/A	June 18, 2012	Palm Beach Post; Demandstar.com;
Pre-Proposal Meeting (Optional)	N/A	N/A	12300 Forest Hill Blvd. Wellington, FL 33414
Number of Proposal Copies Including Original	1 original & 1 electronic (pdf) copy (CD)	N/A	Delivered to Wellington Clerk's Office
Questions from Proposers to Warrant Response/Addendum	6:00 p.m. local time	July 9, 2012	Demandstar.com for final Response/Addendum
Bids Received By – (Deadline & Opening)	10:00 AM Local Time	July 23, 2012	Wellington Clerk's Office 12300 Forest Hill Blvd, Wellington, FL 33414
Evaluation Committee Meeting	2:00 PM Local Time	August 2, 2012	Wellington City Hall 12300 Forest Hill Blvd, Wellington, FL 33414
Posted Notice of Intended Award	Tentative	TBD	Clerk's Office & Demandstar.com
Contract Award by City Council	Tentative	TBD	N/A

* Dates above are subject to change based on the number of respondents, availability of the members, or other unforeseen circumstances.

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

Notice is hereby given that Request for Proposal submittal packages will be received until **July 23, 2012 at 10:00 AM Local Time**. Mail or deliver all proposals to Clerk's Office, 12300 Forest Hill Blvd., Wellington, Florida 33414. All submittals must be clearly marked on the outside **RFP #098-12/ED – PROPERTY AND CASUALTY INSURANCE COVERAGE**. Any proposer desiring to provide the required services should submit one (1) original signed in ink and ONE (1) ELECTRONIC PDF COPY (CD) of the RFP Submittal Package including all Requests for Proposal documents as required by RFP # 098-12/ED. Proposals must be completely filled in, signed, sealed, and returned to the Clerk's office on or before the specified time and date.

It is the sole responsibility of the Proposer to ensure that his or her Proposal reaches the Clerk's Office on or before the closing date and time. Wellington shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, e-mail or facsimile shall not be accepted.

Proposers shall not be allowed to modify their Proposals after the opening time and date.

For information concerning this proposal, please contact:

Ed De La Vega – Purchasing Department
Phone: 561-791-4055
Fax: 561-904-5809
edelavega@wellingtonfl.gov

2. TERM OF CONTRACT

The initial term of the contract awarded shall be for the period of two (2) years commencing October 1, 2012 and expiring September 30, 2014 with the option to renew for an additional two (2) years by mutual agreement between Wellington and the awardee(s). Wellington reserves the right to exercise the option to renew annually, not to exceed a maximum of two (2) years.

The awarded proposer shall be in default of any conditional award if any of the required documents are not submitted in a timely manner and in the form required by Wellington. If the proposer is in default, Wellington, through its designated Purchasing Agent, will void its acceptance of the proposer's offer and may determine to select the next most responsive, responsible proposer or re-solicit RFPs. Wellington, at its sole option, may seek monetary restitution from the defaulting proposer because of damages or excess costs sustained and/or may prohibit the proposer from submitting future bids/proposals for a period of one year.

Wellington reserves the right to extend automatically any contract for a period not to exceed ninety (90) calendar days in order to provide Wellington with continual service while a new contract is solicited, evaluated and/or awarded.

3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):

The successful proposer warrants that the services provided to Wellington shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the successful proposer responsible for same.

4. LIABILITY, INSURANCE, LICENSES, PERMITS:

Where the successful proposer is required to enter or go onto Wellington property to deliver goods, materials, or perform

work or services as a result of an RFP award, the successful proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Local, Palm Beach County and Wellington ordinances, orders, codes, laws, rules, regulations, directives, and guidelines. The successful proposer shall be liable for any damages or loss to Wellington occasioned by negligence of the successful proposer (or agent) or any person the successful proposer has designated in the completion of the contract as a result of the proposal of this RFP.

5. CERTIFICATES OF INSURANCE:

The successful proposer(s) will submit to the Village current certificate(s) of insurance in the amount specified in Special Conditions.

6. DEFAULT/FAILURE TO PERFORM:

Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Proposer to meet any terms of this Request for Proposal submittal, related agreement, and work authorization(s) Wellington will notify the successful proposer (3) days (Fridays, Saturdays, Sundays and Holidays excluded) to remedy the default. Failure on the successful proposer's part to correct the default within the required three (3) days shall result in the contract being terminated and upon Wellington notifying in writing the successful proposer of its intentions and the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the contract.
- Failure to begin the work under this contract within the time specified.
- Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.
- Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the contract.
- Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful proposer incapable of performing the work in accordance with and as required by the contract.
- Failure to comply with any of the terms of the contract in any material respect.
- Failure to pay subcontractors or others pursuant to work done under this contract.

In the event of default of a contract, the successful proposer shall pay the entire Wellington's attorney's fees and court costs incurred in collecting any damages. The successful proposer shall pay Wellington for any and all costs incurred in ensuring the completion of the project, subject however to the terms and conditions herein. To the extent of a conflict with this provision and the contract the successful proposer enters into the terms and conditions of the contract shall control.

7. CANCELLATION:

Wellington reserves the right to cancel this contract by written notice to the successful proposer effective the date specified in the notice, and the following will apply:

- The successful proposer is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. In the event the successful proposer is found to be in default, the successful proposer will be paid for all labor and materials provided to the satisfaction of Wellington as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract. The successful proposer waives any claims to the same.
- Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
- Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.

8. BILLING INSTRUCTIONS-AWARDED FIRM:

Invoices, unless otherwise indicated by Wellington's Finance Department must show purchase order numbers and shall be submitted to Accounts Payable, 12300 Forest Hill Boulevard, Wellington, FL 33414. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

9. APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between Wellington and the successful proposer, and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney's fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

10. LEGAL REQUIREMENTS:

Federal, State, County, local and Wellington laws, ordinances, orders, rules, regulations, guidelines, and directives that in any manner affect the items covered herein apply. Lack of knowledge by the successful proposer will in no way be a cause for relief from responsibility.

11. INSURANCE:

All proposing insurers must be currently authorized to transact business in Florida in accordance with the Florida Department of Insurance rules and regulations and be acceptable to Wellington. Wellington prefers to have all of its insurers maintain an A.M. Best rating of A- or better. Proposals from insurers that do not currently have an AM Best rating, or have a rating less than A- shall include the insurers most recent audited financial statements.

12. RECORDS AND AUDITS:

Successful proposer shall maintain, during the term of the contract, all books of account, receipt invoices, reports, and records in accordance with generally accepted accounting practices and standards (GAAP). The successful proposer shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years.

13. DUTY TO UPDATE RECORDS:

It shall be the responsibility of any individual or firm contracted by Wellington for any Type(s) of Work to notify Wellington promptly of any substantive amendment to the information provided in this Request for Proposal package submittal, as well as to update that information on an annual basis.

14. DISPUTES:

Any actual or prospective Proposer, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints.

The Purchasing Division shall post a tabulation of the solicitation results with intended award recommendations. Posting shall be in the Clerk's Office and shall be on display for public viewing. All bidders, Proposers, offerors or contractors affected by the proposed award of contract will also be notified by the Purchasing Division at the time of posting, via telefax or other means, of the intended award.

Any actual or prospective Proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest to the Purchasing Division. Protestors shall file their written protests with the Purchasing Division between the hours of 7:00 a.m. and 6:00 p.m. (Monday through Thursday). Protests shall contain the name, address and phone number of the petitioner, name of petitioner's representative (if applicable), the name and bid number of the solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest and also the action requested from Wellington.

The written protest must be received no later than 72 consecutive hours (excluding Fridays, Saturdays, Sundays and legal holidays) from the time of initial posting of the Evaluation Committee's recommendation. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, Wellington shall not proceed further with the solicitation or with the award of the bid/contract until all administrative remedies have been exhausted or until Wellington Manager determines that, the award of the bid/contract without delay is necessary to protect the public health, welfare, or safety.

15. LEGAL REQUIREMENTS:

Federal, State, County and Wellington laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

16. PUBLIC ENTITY CRIMES:

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

17. CONFLICT OF INTEREST AND CODE OF ETHICS:

The award is subject to provisions of State Statutes and Wellington policies. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also a Wellington employee. Further, all Proposers must disclose the name of any Wellington employee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches.

If any Proposer violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Proposal, such Proposer may be disqualified from performing the work described in this Proposal or from furnishing the goods or services for which the Proposal is submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington, Palm Beach County and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington FL 33414.

18. FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this proposal becomes the property of Wellington. Proposals may be reviewed by any person thirty (30) days after the public opening or after a notice of intent to award has been issued, whichever occurs first. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

19. TIED PROPOSALS:

In the event there is a tie and one of the highest ranked proposers is a Western Communities local business, the award shall be made to the Western Communities local business. If a tie is between a Palm Beach County local business and a non-local business, the award shall be made to the Palm Beach County local business. If a tie occurs between two or more of either Palm Beach County local business or Western Communities local business, or non-local business, then the tie shall be broken by flipping a coin (R2009-91).

If a tie occurs between two non-local vendors than preference shall be given to those firms who have implemented a Drug Free Workplace Program. If the tied non-local firms all have Drug Free Workplace Programs, then the tie shall be decided by flipping a coin.

20. INDEMNIFICATION:

Regardless of the coverage provided by any insurance, the successful bidder/proposer shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder/proposer, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

21. LOBBYING:

All firms are hereby placed on notice that the Council, Selection Committee, and Staff do not wish to be lobbied, either individually or collectively about the project for which the firm has a submitted proposal. During the process, from the proposal publish date to Council selection, no firm or its agent shall contact any member of Council, employee of Wellington, or member of the Selection Committees in reference to this proposal, with the exception of the Purchasing Agent or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award contract to the firm.

22. INQUIRIES/REQUEST FOR CLARIFICATION:

All questions about the meaning or intent of the RFP Documents must be directed, in writing, to Ed DeLaVega, Wellington Purchasing Department, as provided in the advertisement/Request for Proposal. Questions received after **July 9, 2012 at 6:00 PM Local Time** may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums and request for clarifications will be posted on www.demandstar.com. Demandstar will automatically notify all plan holders of any inquiries, addendums and request for clarifications once posted by Wellington.

23. LOCAL PREFERENCE POLICY:

The Evaluation Committee will take into consideration when making their recommendation the proposer's business location and award additional points to local businesses in accordance with the Wellington's Local Preference Policy found in Resolution No. R2009-91 90 (attached as exhibit). This Preference includes: (A) Western Communities local business with permanent location and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary; (B)

Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.

24. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:

In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

25. EVALUATION OF WRITTEN PROPOSALS:

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

Award shall be made to the firm that, in Wellington's judgment, best meets the specified criteria and which, in Wellington's opinion, best accommodates the Wellington's needs and interests. The decision shall rest SOLELY with Wellington and Wellington reserves the right to modify or reject any proposal submitted to it for consideration.

Awards shall be made to firms whose qualifications are determined to be the most advantageous to Wellington. Proposals will be evaluated based on the criteria listed below:

Written Proposal Criteria	Points
1. Pricing and Administrative Cost	45
2. Qualifications of the Firm	20
3. Plan/Services	15
4. Ability of Qualified Personnel and Facilities	10
5. Financial Capability	10

Each Selection Committee member will convert the Maximum Available Point score (cardinal number) for each proposer into an ordinal number designating the ranking (as first, second, or third of each proposer. For example:

Cardinal Number	Ordinal Number
100	1
95	2
92	3
91	4
86	5
75	6

The ordinal scores from each Selection Committee member for each proposer, will be added together to calculate a total ordinal score. The proposer with the lowest total ordinal score will be ranked highest for award preference. The proposer with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all proposers are ranked. Wellington may enter into negotiations with the highest ranked firm. In the event that contract negotiations with the highest ranked firm are unsuccessful, Wellington will enter into contract negotiations with the next highest ranked firm until a contract is successfully negotiated.

Upon completion of the technical criteria evaluation, rating and ranking, Wellington may conduct oral interviews with the short listed firms. In the event that oral interviews/presentations are desired the scores/rankings from the written proposal process shall not be included in the final ranking for award preference. Only the scores from the oral interviews/rankings shall be used, utilizing the same scoring criteria which were used to initially short-list the firms. Final award shall be made by Wellington Council.

26. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsible and qualified proposals. Prospective proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated independently and options provided will be ranked separately by the selection committee. The contract will be awarded to the most qualified contractor per the evaluation criteria listed below.

Wellington's evaluation criterion may include, but shall not be limited to consideration of the following:

- a) **Proposal Form/Pricing and Administrative Cost (45 Points Max):** Cost of the program to be stated on an annual basis including: General Liability Coverages, Automobile Coverages, Workers' Compensation Coverages, Property Coverage.

Pricing should include any return of premiums, discounts or incentive credits being offered to Wellington, in order to be considered in the evaluation process.

Pricing and administrative cost will be evaluated by the selection committee based on \$25,000 and \$50,000 deductible options independently. The selection committee shall make a recommendation for award based on the outcome of the final committee rankings under each scenario (\$25,000 and \$50,000 deductible). Wellington Council shall make a final determination of award.

Proposers shall utilize the "Proposal Form" form attached to the RFP, in order to submit premium cost information.

- b) **Qualifications of the Firm (20 Points Max):** A detailed description showing previous experience in performing the services should be provided, giving terms, history, length of time, and past experience. Detailed specifications should be provided of the product standards under which this proposal will operate. Proposers shall list a minimum of three (3) current clients (Names, addresses, e-mail addresses, phone and fax numbers), preferably of other government agencies, on the page provided within this RFP, that can serve as a reference on similar past contracts performed by the Proposer.
- c) **Plan/Services Offered (15 Points Max):** To include how the plan/services will address all items described in the scope of services (Sec. 28 of the RFP) excluding the price proposal which shall be included and evaluated under Proposal Form/Price and Administrative Cost.
- d) **Ability of Qualified Personnel and Facilities (10 Points Max):** Personnel/Experience of both personnel employed directly in servicing the contract and those to be utilized under subcontract: The names, titles and past experience of the key personnel who will be employed to perform the contract, as well as the primary responsibility of each person, and a statement showing those personnel who are currently employed full time and part time, including personnel who will be used on a consulting or as needed basis, should be provided. A description and location of the claims handling office of the proposer which will be made available for use in performing the contract and a list of any additional facilities or equipment required or proposed arrangements for securing additional facilities or equipment must be provided.
- e) **Financial Capability (10 Points Max):** To evaluate the financial ability of the proposer to perform the required services, an individual or corporation financial statement shall accompany this proposal which

includes a full fiscal year and current date of income statements and balance sheets. The proposer shall provide a statement of its financial condition as of the close of business as of December 31, 2011, and shall certify that the information provided on the financial statement is true, accurate and complete, correctly reflecting the financial condition of the proposer on the aforementioned date.

(Remainder of page left intentionally blank)

27. INSTRUCTIONS FOR SUBMITTING:

Firms shall submit one (1) original and one (1) PDF electronic copy of the RFP submittal in a sealed envelope plainly marked: **“Attention: Clerk’s Office, RFP# 098-12/ED – Property and Casualty Insurance Coverage”**. The original submittal shall be organized into tabs listed herein and shall be provided in one three ring binder. Electronic copy (CD) of the original shall be provided along with the original binder. The original submittal and each CD shall have the firm’s name, RFP number and title and date clearly displayed on the cover/label.

Tab#1 shall include the signed Proposal Submittal Form attached to the RFP. Tab# 2 shall include the proposer’s acknowledgement to any addendums issued during the RFP process. Tab# 3 shall include the proposer’s pricing and administrative cost breakdown utilizing the “Proposal Form” form attached in the RFP. Tab# 4 shall include the firm’s qualifications and references, Tab#5 the plan/Services proposed to the client as described in the scope of services or section 28 of the RFP. Tab# 6 shall include the ability of qualified personnel and facilities. Tab# 7 shall include length of time in business and financial information. Tab#8 shall include samples of Claim/Loss reports and Tabs# 9 through Tab# 11 shall include the required forms as described below and included as part of the RFP.

Proposer shall prepare their proposals using the following submittal format:

One (1) original and one (1) PDF Electronic Copy (CD)

Tab #1 – Proposal Submittal Form/Signed by Authorized Representative

Tab #2 – Acknowledgement of addendums (If Applicable)

Tab #3 – Proposal Form/Pricing and Administrative Cost (as described in Sec. 26 (a) of the RFP)

Tab #4 – Qualifications of the Firm including references (as described in 26 (b) of the RFP)

Tab #5 – Plans/Services available to Client (as describe in Sec. 26 (c) of the RFP)

Tab #6 – Ability of Qualified Personnel & Facilities (as described in Sec. 26 (d) of the RFP)

Tab #7 –Financial Capability (as described in Sec. 26 (d) of the RFP)

Tab #8 – Samples of Claim/Loss Run Reports

Tab #9 – Drug Free Workplace

Tab #10 – Local Preference Application

Tab #11 – EFT Form

(Remainder of page left intentionally blank)

28. SCOPE OF SERVICES

GENERAL INFORMATION

- Requests for Proposal are requested for property and casualty insurance coverage including coverage required by Florida Statutes and all other sections as may be applicable or amended during the period of coverage. The current program written by the Florida Municipal Insurance Trust provides coverage on an occurrence basis. Please state if your proposal provides for an alternative coverage form, providing details of such.
- The RFP response shall include the cost of the property and casualty insurance coverage. The cost of the program is to be stated on an annual basis.
- Deductible levels requested are property, general liability \$25,000 and \$50,000. The current wind storm/named storm deductible is as follows: for all locations over ½ mile from coastal waters, listed on the master property schedule, will carry a deductible of 5% for the scheduled value for real property, personal property, personal property of others and business income values at the time of loss or damage at the locations where the physical damage occurred subject to a minimum AOP deductible of \$25,000, whichever deductible amount is greater in any one occurrence. On liability coverage's provide information on a deductible stop loss, if available. Wellington currently has a GL deductible of \$25,000 with a deductible stop loss of \$253,810; Auto Liability deductible of \$25,000 with a deductible stop loss of \$75,000. Wellington is seeking insurance coverage's with terms and conditions consistent to those currently provided. Proposed terms and conditions may not differ from that of the current program to the extent that they may only be additive. Proposer shall provide additive differences and explain why proposal should be considered in Tab#5 (Plan/Services available to clients).
- Each proposer is responsible for inspection of the physical facilities and acquainting themselves with the scope of the risk. It is desired that the proposals include all the coverage and services outlined in these specifications and RFP Special Provisions. It is desired that each proposer outline the services to be provided to Wellington in their basic contract and any ad hoc services that are available along with the fees for those services.
 - a) Are dividend payments available with the companies that are being proposed and if so how often have dividends been paid?
 - b) What is the financial stability of the company(ies) you are proposing?
 - c) Please describe your claims process.
 - d) Do you offer disaster recovery services? Is there an additional cost for this service?
 - e) Does the carrier being proposed offer a dedicated limit or is there a shared pool?
 - f) If you are proposing a trust, is the trust assessable or non-assessable?
 - g) If proposing a trust, please include a copy of the reinsurance structure.
- Wellington is desirous of having the proposers provide online safety training and annual MVR checks on drivers of Wellington vehicles. Please advise if this service is available and the fees that would be associated with providing these services.
- Proposals which merely offer to conduct a program in accordance with the requirements of Wellington's scope of the work may be considered non-responsive and may not be considered further. The proposer must submit a definite proposal specifying the result to be accomplished in accordance with Wellington's requirements. All proposals submitted must outline the services to be provided, including a detailed description of how the proposed plan works. The proposal must be signed by a duly authorized representative of the entity submitting the proposal; otherwise, the proposal will be rejected.
- Stability of Insurers – It is the desire of Wellington that all of its Insurers have an A. M. Best Company rating of "A-" or better. Insurers with a Best rating lower than an "A-" will be considered in light of the protection being offered. If an insurer with a Best rating of lower than "A-" is proposed, the insurers current financial statements must be included in the proposal for review. If you are proposing a trust, a copy of the most recent financial statement must be included in the proposal for review. Wellington will be the sole evaluator of

insurance companies acceptable to them. Insurers must be currently authorized to transact insurance business in the State of Florida.

- Payment Terms -Wellington desires to have the option of interest free, periodic premium payments. Please indicate any terms available.
- Sample Forms or Policies -Sample forms/ endorsements and other coverage information are considered an integral part of the proposal. Specimen forms must be attached to the proposal for review.
- Notice of Claim - Proposers are requested to modify policy language relating to notification to the insurer following a loss to provide that: "Notice of loss shall be given to the insurer as soon as practical following receipt of notice of the claim by the Wellington."
- Loss Reports - Written loss history reports must be furnished no less than quarterly. Reports should be completed in plain English and should include a detailed description of individual claims and the amounts paid for each claim. Insurers will provide loss history reports until all claims have been resolved regardless if the insurer is currently providing coverage. If possible, Wellington would prefer the loss reports to be provided in an Excel format.
- Waiver of Subrogation - The standard policy wording involving subrogation should be modified to remove subrogation between Wellington and entities owned, managed, or required to be removed by agreement, contract or lease including inter-local and other governmental agreements.
- Loss Control Services - Wellington wishes to utilize services of the successful insurer(s). Proposers should include a statement of the intended loss control activities and the frequency of such services. Any additional charges not included in normal policy premiums should be specifically identified by type and frequency of service and specific costs or charges separately stated. Wellington would like to request attendance at safety committee meetings. Any additional charges not included in the normal policy premiums should be specifically identified by type and specific charges separately stated.
- Sole Agent Endorsement - It is agreed that Wellington shall be Sole Agent of the Insured with respect to premium payment, cancellation, participation, and/or any provision of this RFP.
- Termination and Non Renewal Endorsement - Notwithstanding any provision in this contract to the contrary, except with respect to cancellation of the contract for non-payment, carrier(s) may not cancel, non-renew, restrict coverage, or restrict the carrier(s) contractual obligations with respect to this contract prior to the latter of:
 - a) The end of any 12-month anniversary of the contract; or
 - b) At least 45 days after receipt by Wellington of valid written notice from the carrier(s) of their intention with respect to cancellation, non-renewal, restriction of coverage, or restriction of the carrier(s) contractual
 - c) obligations. The carrier(s) may not effect cancellation of this contract for non-payment of premium until at least ten (10) business days after receipt by the Wellington, of valid written notice from any of the carrier(s) intention with respect to such cancellation.

Wellington reserves the right, if in its best interest as determined by Wellington, to cancel contract by giving written notice to the carrier(s) 30 calendar days prior to the effective date of such cancellation. In the event of termination of this contract for whatever reason, the earned fees or other consideration shall be computed on a pro-rata basis with no penalty, and the carrier(s) shall refund any excess of paid fees or other consideration Wellington, within 10 business days from the date of termination.

- Re-rating Endorsement - Notwithstanding any provision in the contract to the contrary, the carrier(s) may not affect an increase of rates or other change in consideration applicable to this contract prior to the later of the end of any 12-month anniversary of the contract.

- **Prohibition of Warranty Endorsement** - The carrier(s) acknowledges that the Insured has made a reasonable attempt to provide the carrier(s) with all known relevant rating and loss data. The carrier(s) therefore, waives any right of denial of coverage or avoidance of this policy based upon any expressed or implied warranty or representation (whether written or oral) that the data provided discloses all such rating, underwriting, and loss data known to exist.
- **Premium** – Proposals shall detail premium, fees, taxes, and all costs associated with proposed lines of coverage.
- **Remuneration** - State your total remuneration (as commission, fees) to be received by the Proposer and any other affiliated firm (including wholesale brokers and intermediaries) for all proposed coverage; and treat each coverage as if it might be separable from the others. You may indicate commission percent (%) or flat fee amount. All commission and fees shall be included in the total annual premium cost.
- **References and Experience** - Proposers should provide names of other organizations for which similar coverage have been arranged within the past two (2) years. Greater consideration will be given to governmental entities. For each reference listed, include the name, telephone number and e-mail address of the representative for whom the engagement was undertaken who can verify satisfactory performance. Provide examples of experience with similar scopes of work for other clients.
- **Non Exclusive Contract** - Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that Wellington may, at any time, secure similar or identical services at its sole option.

SPECIAL PROVISIONS:

- This program must include professional services for management and administration of Wellington's property and casualty insurance coverage. All programs must be administered according to Florida Statutes covering each area of exposure.
- The firm providing these services must provide highly qualified and experienced personnel capable of handling a program of this type.
- The firm awarded this proposal shall be required to have a licensed safety engineer available to make periodic visits and inspections of Wellington facilities. The engineer shall be available to advise employees on safety matters and will provide analysis of all other perils probable maximum loss and hurricane probable maximum loss. This person will conduct workshops with site managers and other employees. This loss control specialist, or an associate, will work with Wellington's Safety Committee and assist in the overall direction of the Wellington's safety program.
- Listed below are the current policies in place for the property and casualty insurance coverage. The proposer will be expected to quote a program based on this coverage. (Policy forms are attached which will show all sub-limits of coverage, and endorsements.)

Coverage	Premium
Property	\$370,751
Boiler & Machinery	Included in property premium
Inland Marine Per Schedule	Included in property premium
Crime	Included in property premium
General Liability	\$232,789
Public Officials Liability	Included in general liability premium
Automobile Coverage	\$52,004
Workers' Compensation	\$268,608

ADDITIONAL INFORMATION:

The current insurance program provides a duty to defend and legal representation to Wellington. The costs for legal representation must be borne by the proposer, and must not erode the general liability limits of coverage.

The Schedule of Property Values is the most current and should be used for the RFP process. Wellington has not had any Crime/Employee Dishonesty/Theft of Money or Securities claims.

Proposals which merely offer to conduct a program in accordance with the requirements of the Wellington's scope of work may be considered non-responsive and may be considered further. The proposer must submit a definite proposal specifying the results that he proposes to accomplish in accordance with Wellington's requirements.

(Remainder of page left intentionally blank)

PROPOSAL CHECK LIST

Please check each item and make sure that all required information is included in your Proposal submission. Failure to submit this information may result in your submission being rejected as being a non-responsive and responsible Proposer.

YES___ NO___ 1. Proposal Submittal Form

YES___ NO___ 2. Acknowledgment of Addendums

YES___ NO___ 3. Proposal Form/Pricing and Administrative Cost

YES___ NO___ 4. Qualifications of the Firm/References

YES___ NO___ 5. Plans/Services

YES___ NO___ 6. Ability of Qualified Personnel & Facilities

YES___ NO___ 7. Financial Capability

YES___ NO___ 8. Samples of Claim/Loss Run Reports

YES___ NO___ 9. Drug Free Workplace

YES___ NO___ 10. Local Preference Application

YES___ NO___ 11. EFT Form

YES___ NO___ 12. Original and one (1) PDF Electronic copy (CD)

PROPOSAL SUBMITTAL FORM (TAB #1)

To:
Wellington
12300 W. Forest Hill Boulevard
Wellington, Florida 33414

_____ agrees to provide
(Vendor)
Property and Casualty Insurance Coverage to Wellington as defined in this RFP in accordance with the requirements of the Specifications and RFP # 098-12/ED Documents.

The undersigned Proposer has carefully examined the Specifications and Proposal/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and RFP Documents, in the manner prescribed therein and to the standards of quality and performance established by the RFP.

The undersigned agrees to the right of Wellington to hold all Proposals for a period not to exceed ninety (90) days after the date of Proposal opening stated in the RFP.

The undersigned accepts the payment policies specified in the RFP documents.

The undersigned agrees that within fifteen (15) days from the date of acceptance of this Proposal, to execute the agreement and provide the required certificates of insurance.

Dated this _____ day of _____, _____
(Month) (Year)

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Social Security Number or Taxpayer Identification Number: _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ **Fax:** (____) _____

Taxpayer (EIN) Identification Number: _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

ADDENDA RECEIPT VERIFICATION

Proposer acknowledges the receipt of Addenda Nos. _____

Wellington
Request for Proposals RFP# 098-12/ED
Property and Casualty Insurance Coverage

Proposal Form (Tab #3)

Please complete a separate form for each deductible option being proposed. Proposers must provide clear and concise responses. Responses such as "See Policy Form" or "Per Policy Terms" may not be given full consideration.

Company Name _____

Underwriting Office Location _____

Telephone Number _____

Current A.M. Best rating _____

Is a policy form, including all endorsements, attached? _____

Does coverage extend to:

Wellington Council members Yes _____ No _____

Elected Officials Yes _____ No _____

Appointed Officers Yes _____ No _____

Employees Yes _____ No _____

Volunteers Yes _____ No _____

Boards/Committee Members Yes _____ No _____

Is coverage being proposed based upon Claims Made or
an Occurrence basis? _____

If Claims Made, include Prior Acts or Retroactive date
being offered and cost. _____

Is an extended reporting period being offered? Yes _____ No _____
If yes, please provide the details and cost. _____

Are defense costs included within the policy limits? Yes _____ No _____

Does Wellington have choice of counsel? Yes _____ No _____

Coverages Being Proposed:

Coverage Type	Current Limits	Deductible - \$25k DSL	Proposed Annual Premium	Deductible - \$50k DSL	Proposed Annual Premium
Automobile Liability	\$1,000,000 \$10,000 PIP \$20,000 UM \$5,000 Med Pay	\$25,000 DSL	\$	\$50,000 DSL	\$
Automobile Physical Damage	Per Schedule	Per Schedule	\$	Per Schedule	\$
General Liability	\$2,000,000	\$25,000 DSL	\$	\$50,000 DSL	\$
Public Officials/Employment Practices Liabil	\$2,000,000	\$25,000 DSL	\$	\$50,000 DSL	\$
Property/Equipment Breakdown	\$72,516,503	\$25,000 AOP	\$	\$50,000 AOP	\$
Inland Marine	\$1,917,453	Per Schedule	\$	Per Schedule	\$
Crime	\$20,000	\$0	\$	\$0	\$
Honesty Blanket Bond	\$500,000	\$1,000	\$	\$1,000	\$
Workers' Compensation	\$1,000,000 \$1,000,000 \$1,000,000	\$0	\$	\$0	\$
Total Annual Premium:			\$		\$

*If applicable, all commission and fees shall be included in the total annual premium cost.

REFERENCE FORM (TAB#4)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER		
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:

DRUG FREE WORKPLACE (TAB #9)

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by Wellington for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

LOCAL PREFERENCE APPLICATION (TAB #10)

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY (SECTION 2.12.F OF WELLINGTON'S PURCHASING AND PROCUREMENT MANUAL)

Wellington gives preference to local businesses in certain purchasing situations as set forth in Section 2.12(F) of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Section 2.12.F(2) of Wellington's Purchasing and Procurement Manual:

2.12.F (2) Definition of Local Businesses

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is:

2. The address of the business is:

3. How long has the business been located at its current address:

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is:

6. The previous address of the business is:

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☐ (2) the following municipality: _____ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

13. Please provide a letter from the either the Palm Beach County if located in unincorporated Palm Beach County or the municipality if located within the municipality evidencing that the headquarters for the business is properly zoned for the business.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - _____

Applicants Business Address _____

ELECTRONIC FUNDS TRANSFER FORM (TAB #11)

Note: Vendors will be paid by electronic funds transfers (EFT) directly to their bank accounts; therefore, a copy of a voided check must be attached at the bottom.

Vendor Name:	
Vendor Address:	
City:	
State, Zip:	
Phone:	Fax:
Authorized Signatory:	
Email Address for Remittance Information:	
Taxpayer ID Number or Social Security Number:	

I (we) hereby authorize the VILLAGE OF WELLINGTON, hereinafter called Wellington, to initiate credit entries and, if necessary, to initiate debit entries and adjustments for any credit entries in error to my (our) account:

Bank Name:				
Bank Address:				
City:				
State, Zip:				
BK/Transit/ABA/NO:				
Account Number:				
Account Type:	Checking		Saving	

This authority is to remain in full force and effect until Wellington has received written notification from our company or authorized representative of the company of its termination in such time and in such manner, as to afford Wellington and the financial institution(s) named above a reasonable opportunity to act on it.

<p>Pleas tape (do not staple) voided check or saving deposit slip</p> <p>Here</p> <p>Account Payable will return forms without a voided slip bearing your Financial Institution's routing and account number for new direct deposits.</p>

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RESOLUTION NO. R2009-91

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, AMENDING THE VILLAGE PURCHASING AND PROCUREMENT MANUAL TO PROVIDE A PREFERENCE FOR LOCAL VENDORS DOING BUSINESS WITH THE VILLAGE OF WELLINGTON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Wellington has determined that businesses within or near the Village of Wellington's boundaries are more likely to employ Village residents and stimulate the local economy by purchasing directly or providing their employees with the means to make purchases for goods and services with other businesses located within the Village boundaries or employing Village residents; and

WHEREAS, the recirculation of dollars received by local businesses within the Village boundaries provides an economic stimulus to Village residents allowing them to maintain and increase their property values through making the Village a better place to live and work in; and

WHEREAS, the Village Council has determined that increasing the opportunity for local businesses to provide goods and services to the Village of Wellington serves the general welfare of the residents of the Village of Wellington; and

WHEREAS, the Village Council of the Village of Wellington in implementing the local preference policy and giving local businesses the opportunity to provide more services and goods to the Village does not want to increase the cost of these goods and services to the taxpayers of the Village of Wellington.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The Village of Wellington's Purchasing and Procurement Manual is amended by including a local preference policy in Section 2.12 "Bids and Proposals" as subsection "F" to read as follows:

§2.12 - Bids and Proposals

A. Purpose

The one-time purchase or multiple purchases of the same goods, commodity, service or construction over a period of one year in excess of Category Two as defined in FS 287.017 and as amended from time to time shall be awarded in one of four methods:

1. competitive selection (bids/proposals);
2. directly from federal, state, county, municipality or other political subdivision contracts for cooperative purchasing;
3. negotiated procurement; or
4. such other legal methods of procurement.

The procurement of goods, commodities or contractual services shall not be divided so as to circumvent these requirements.

Through this process, the Village accomplishes economy in purchasing because the Village awards to the responsive/responsible bidder/proposer. The concept of "the responsive/responsible bidder/proposer" includes an understanding of two terms, responsive and responsible.

When the Village uses the term "**responsive**," it means the bidders/proposers have submitted a bid/proposal which conforms in all material respects to the Invitation to Bid or Request for Proposal including but not limited to, meeting or exceeding product quality and required timeframes.

When the Village uses the term "**responsible**," it means the bidders/proposers have the capability, in all respects, to perform fully the contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of a bid/proposal may be cause for such bid/proposal to be rejected.

A number of factors typically are considered in determining whether or not an organization is responsible. At a minimum, we may consider:

- Does the organization have all required licenses?
- Is the organization eligible to do business in the Village, County and/or State?
- Does the organization have experience in providing a type of good or service similar to that described in the solicitation?
- Has the organization received satisfactory performance evaluations for it's previous government contracts?
- Does the organization have adequate accounting systems to maintain financial records for an audit of its expenditures if needed?

- Is the organization financially sound/stable?
- Does the organization have the necessary experience, staff, equipment, and/or facilities to satisfy the requirements?
- Have any principals in the organization been found guilty of a felony?

B. Use

Acquisitions in this category shall require full and open (advertised) competition before award except for exempt items in Section 2.1, those expressly exempted by the Village Manager or designee, single source, and/or emergency purchases and cooperative bids with other governmental agencies. The specific methods to be employed to satisfy the requirement for competition are:

1. **SEALED BID** is a method of competition in contracting used where there exist definitive specifications or a statement of work with price being the deciding factor for award. In this method, the Village issues an Invitation For Bids. These documents include a standard form on which vendors respond by filling out their bid – which is their offer to provide the requested commodities or services for a flat price or fixed unit cost. Bids are submitted sealed and opened in public at a predetermined time. The award is made to the vendor submitting the responsive/responsible bid – assuming the bid is responsive to the solicitation and is made by a responsible vendor. Bids are generally “take it or leave it” propositions.
2. **TWO-STEP SEALED BID** is a modified form of sealed bid competition where a definitive specification or statement of work cannot be initially produced. The Village issues a Request for Proposals describing, as best it can, the item to be purchased and invites interested vendors to make proposals. Contract with prospective bidders via requests for information would be required to reach a level of understanding of the proposed acquisition without discussion of price. After discussions, pricing data would be submitted by a sealed bid, with price being the deciding factor for award.
3. **REQUEST FOR PROPOSAL (RFP)** is a method of seeking competition for more complex commodities and/or services when sealed bidding is neither practical nor advantageous to the Village. Price data would be just one of several determining factors in making the award. Both the specifications of the proposed commodities and/or services and the price are subject to negotiation.
4. **CCNA REQUEST FOR PROPOSAL** is a special type of RFP defined by the State of Florida under F.S. 287.055, a section known as “Consultants’

Competitive Negotiation Act" (CCNA). It is utilized specifically to select professional architect, engineer, landscape architect or land surveying services. It is a two step method with selection of a vendor made by merit or qualifications, followed by negotiation of a contract with the most qualified firm. This section applies only to the purchase of professional services for a project, the basic construction cost of which is estimated to exceed the threshold amount provided in Section 287.017, F.S. for Category Five, or for planning or study activities which exceed Category Two.

5. **CONSTRUCTION BID** is a specialized type of sealed bid used for construction projects.
6. **DESIGN-BUILD PROFESSIONAL SERVICES** for Village construction projects are selected and contracted for pursuant to F.S. 287.055 or such other lawful means.
7. **ALTERNATE BID/PROPOSAL** is a modification or combination of the methods described above defined by the Support Services Director at time of need. The method shall abide by the principles of open advertised competition.
8. **NEGOTIATED PROCUREMENT** is a method of contracting when it is determined that the vendor is a single source or when competitive bidding has failed to produce an acceptable result.
9. **CONSTRUCTION MANAGEMENT AT RISK** is a method used to get a guaranteed maximum price for construction.

C. Bid/Proposal Exceptions

The following contractual services are not subject to competitive sealed bid/proposal requirements:

- items or services covered by Section 2.1; and
- services provided under CCNA.

D. Requirements

Procurements in this category are a team effort. The Requesting Department is responsible for clearly expressing "***what is to be acquired***" and the Support Services Director is responsible for "***how it is to be acquired***".

There are several specific requirements unique to each method of competition,

1 but all begin with the Purchase Requisition.

2
3 **E. Procedures**

4
5 1. SEALED BID

6

<u>Required Steps</u>	<u>Responsibility</u>
Notification of need for commodity or service	Requesting Department
Advertisement of Invitation For Bid	Purchasing
Bid opening	Purchasing
Evaluation – Technical	Requesting Department
Evaluation – General	Purchasing/Requesting Department
Award	Purchasing/Requesting Department
Contract Administration	Purchasing/Requesting Department

24

25 2. TWO-STEP SEALED BID

26

<u>Required Steps</u>	<u>Responsibility</u>
Advertisement for Request for Proposal/Info/Qualifications	Purchasing
Receive and Review Proposals	Purchasing/Requesting Department
Interview Contractors (Optional)	Purchasing/Requesting Department
Evaluation	Purchasing/Requesting Department
Request Sealed Pricing Data	Purchasing
Bid Opening	Purchasing
Evaluation	Purchasing/Requesting Department
Award Recommendation	Purchasing/Requesting Department

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Contract Administration Purchasing/Requesting Department

3. REQUEST FOR PROPOSAL – See Section 3

4. CCNA REQUEST FOR PROPOSAL – See Section 4

5. CONSTRUCTION BID – A sealed bid is developed jointly by the Support Services Director, the Requesting Department and the Director of Environmental and Engineering Services. The Director of Environmental and Engineering Services may utilize outside firms to assist with the engineering technical sections of the bid. Generally, the procedures of a standard sealed bid are followed. The need and the type and size of a bond for projects below \$200,000 are determined by the Project Manager and Engineer of record. The determination is on a project by project basis based on a risk versus cost analysis. The standard accountability for sub-tasks is given in flow charts – See Section 19.

6. DESIGN-BUILD PROFESSIONAL SERVICES – See Section 5.

7. ALTERNATE METHOD – As established on a case per case basis by the Purchasing Manger.

8. NEGOTIATED PROCUREMENT

Required Steps

Responsibility

Notification of need for
commodity or service

Requesting Department

Interview Potential Contractor

Purchasing/Requesting Department

Request Written Proposal

Purchasing

Evaluate Proposal-Technical Merit

Requesting Department

Request Pricing Data

Purchasing

Evaluate Technical Merit/Pricing

Purchasing/Requesting Department

Award

Purchasing/Requesting Department

Contract Administration

Requesting Department

2.12.F LOCAL PREFERENCE POLICY

Except where otherwise provided by federal, state law or other funding source

1 restrictions or as otherwise excluded herein, the purchases of goods, services, or
2 professional services shall give preference to local businesses as provided for
3 herein in any solicitation.

4
5 In order to qualify for local preference from Village of Wellington an applicant/vendor
6 must fill out all forms required by the Village of Wellington's Purchasing Department
7 and such applicant/vendor must have been prequalified in writing prior to the award of
8 the contract. Local preference shall be given to Western Community and Palm Beach
9 County businesses.

10
11 **2.12.F (1) Application Requirements**

12 For a vendor/applicant to qualify as a Palm Beach County local business or a Western
13 Community local business it shall be required to provide proof of the following pursuant
14 to the terms and conditions herein and as provided on the Village of Wellington's local
15 preference forms:

- 16
17 a. Name of Business
18 b. Address of the Business
19 c. Certificate of Good Standing in the applicable jurisdiction of formation and any
20 domestication of the entity in and for the State of Florida, if applicable.
21 d. Affidavit under penalty of perjury that the business has been and is located and
22 headquartered at the address provided in Section below for at least six (6)
23 months prior to the solicitation above.
24 e. Local Business Tax Receipt for Palm Beach County or Local Business Tax
25 Receipt for a municipality located within the Western Community boundary, as
26 defined below, as the case maybe.
27 f. Proof of licenses in order to provide goods, services or professional services, to
28 the extent applicable.
29 g. Letter from requisite zoning authority evidencing that headquarters with
30 business address is properly zoned for business use.
31 h. Compliance with the deadline for filing by the vendor/applicant as required
32 herein

33
34 **2.12.F (2) Definition of Local Businesses**

35 For the purpose of determining a "Palm Beach County local business" a vendor must
36 have a principal permanent business location and headquarters within Palm Beach
37 County, Florida. This applies to all entity formations, including, but not limited to,
38 limited liability companies, partnerships, limited partnerships and alike or sole
39 proprietors. Further, the entity or sole proprietor must provide that it, he or she has
40 been headquartered and domiciled in the jurisdictional boundaries of Palm Beach
41 County, Florida for at least six months prior to the solicitation. Post Office boxes will not
42 be considered a permanent business location within Palm Beach County, Florida.
43 Home business offices shall be considered as a business location if it otherwise meets
44 the requirements herein. In order to be eligible for such local preference the vendor
45 shall have a local business tax receipt pursuant to the Palm Beach County Code of

1 Ordinances as amended from time to time, unless otherwise exempt there from.
2 Further, the vendor must be properly licensed and authorized by law to provide the
3 goods, services or professional services to the extent applicable and the location of the
4 business must be properly zoned in order for the vendor to conduct its business.

5
6 For the purpose of determining a "Western Communities local business" a vendor
7 must have a principal permanent business location and headquarters within the Village
8 of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County
9 western boundary line as depicted in Exhibit "A" hereto. This applies to all entity
10 formations, including, but not limited to, limited liability companies, partnerships, limited
11 partnerships and alike or sole proprietors. Further, the entity or sole proprietor must
12 provide that it, he or she has been domiciled and headquartered in the jurisdictional
13 boundaries of the Western Communities for at six months prior to the solicitation. Post
14 Office boxes will not be considered a permanent business location within the Western
15 Communities. Home business offices shall be considered as a business location if it
16 otherwise meets the requirements herein. In order to be eligible for such local
17 preference the vendor shall have a local business tax receipt pursuant to the County's
18 and/or municipalities' Code of Ordinances, having jurisdiction over the location of the
19 business, unless otherwise exempt therefrom. Further, the vendor must be properly
20 licensed and authorized by law to provide the goods, services or professional services
21 to the extent applicable and the location of the business must be properly zoned in
22 order for the vendor to conduct its business.

23
24 In competitive bid situations, a business may also qualify as either a Palm Beach
25 County or Western Community local business if they are utilizing subcontractors to
26 perform the work or materialmen to supply the job and more than fifty (50%) percent of
27 their proposed bid price will be paid to subcontractors and/or materialmen who qualify,
28 under the above standards, as Palm Beach County and/or Western Community local
29 businesses.

30
31 **2.12.F (3) Local Preference**

32 The system of local preference shall be a tiered basis as provided below.
33

34 **2.12.F (3) (a)** Under a competitive bid solicitation, when a responsive, responsible non-
35 local business or Palm Beach County local business submits the lowest price bid, and
36 the bid submitted by a Western Communities local business is within five (5) percent of
37 the price submitted by the local bidder, the Western Community local business shall
38 have the opportunity to submit within five (5) working days of notice of intent to award,
39 a best and final bid equal to or lower than the amount of the then non-local business.
40 In the event there is more than one Western Communities local business within five
41 (5%) percent only the Western Communities local business with the lowest original
42 price shall be given the opportunity to submit a best and final bid. In the event a best
43 and final bid equal to or lower than the original bid is submitted by the Western
44 Communities the contract award shall be made to the responsive, responsible Village
45 of Wellington local business.

1 **2.12.F (3) (b)** Under a competitive bid solicitation, if a responsive, responsible non-
2 local business submits the lowest price bid, and if the bid submitted by a Palm Beach
3 County local business is within five (5) percent of the price submitted by the non-local
4 business, the Palm Beach County local business shall have the opportunity to submit
5 within five (5) working days of notice of intent to award, a best and final bid equal to or
6 lower than the amount of then non-local business. Then in the event a best and final
7 bid equal to or lower than the original low bid is submitted by the Palm Beach County
8 local business contract award shall be made to the responsive, responsible Palm
9 Beach County local business. In the event there is more than one Palm Beach County
10 local business within 5%, only the Palm Beach County local business with the lowest
11 original price shall be given the opportunity to submit a best and final bid.

12
13 **2.12.F (3) (c)** For all other competitive solicitations in which factors other than price are
14 used to evaluate the responses from vendors and assigned point totals are utilized to
15 determine the winning solicitation, upon the completion of final rankings (technical
16 and price combined, if applicable) by the selection committee, three percentage points
17 (3%) of the total available points, shall be awarded to a Palm Beach County local
18 business and five (5%) percentage points of the total points available shall be awarded
19 to a Western Communities local business as a bonus preference, such that the total
20 points available to a Palm Beach County local business shall be one hundred and
21 three percent (103%) of the total available to non local businesses and Western
22 Communities local businesses shall have potentially have one hundred and five
23 percent (105%) of the total available points available to non local business.

24
25 **2.12.F (3) (d)** In the event there is a tie and one of the highest ranked proposers is a
26 Western Communities local business, the award shall be made to the Western
27 Communities local business. If a tie is between a Palm Beach County local business
28 and a non-local business, the award shall be made to the Palm Beach County local
29 business. If a tie occurs between two (2) or more of either Palm Beach County local
30 businesses or Western Communities local business, or non local businesses, then the
31 tie shall be broken by flipping a coin.

32
33 **2.12.F (4) Applicability to Cooperative and Piggyback Purchases**

34 At the beginning of the fiscal year the Village shall make known to all registered
35 Western Communities and Palm Beach local businesses a historical list of purchases
36 by category made by the Village for the past three years. Any local vendor shall have
37 the opportunity to inform the Village what category or categories of conditions of
38 services they would have or interest in supplying to the Village. Prior to entering into
39 any piggyback or cooperative purchase for goods and services, the Village staff shall
40 examine the list of registered local vendors who had an interest in supplying that
41 category of goods or service and inquire of terms as to whether they would like to
42 submit a matching or lower price to that extended through the piggyback or
43 cooperative purchasing agreement. If the local vendor elects to match or offer a lower
44 price and they are deemed a responsive, responsible vendor, the contract award shall
45 be made to them. In the event more than one local vendor indicates a willingness to

1 submit, match or lower pricing term, a sealed bid shall be solicited from those local
2 vendors and the contract awarded to the responsive responsible bidder with the lowest
3 price.

4
5 **2.12.F (5) Exclusions**

6 Items excluded from Local Preference are those items provided for in Section 2.1 of
7 the Village of Wellington's Purchasing Manual, as amended from time to time.

8
9 The preferences established herein in no way prohibits the right of the Village of
10 Wellington to compare quality of materials proposed for purchase and compare
11 qualifications, character, responsibility and fitness of all persons, firms, corporations
12 and or other entities submitting bids or proposals. Further, the preference established
13 herein in no way prohibits the right of the Village of Wellington from giving any other
14 preference permitted by law in addition to the preference herein.

15
16
17 **SECTION 3.** The Village Manager shall not have the authority to deviate from or
18 amend the local preference policy as set forth herein without further authorizing resolution or
19 ordinance adopted by the Village Council.

20
21 **SECTION 4.** This Resolution shall become effective immediately upon adoption.

22
23 **PASSED AND ADOPTED** this 8th day of December, 2009.

24
25
26 **ATTEST:**

27
28
29 By: Awilda Rodriguez
30 Awilda Rodriguez, Village Clerk

26 **VILLAGE OF WELLINGTON**

27
28
29 By: Darell Bowen
30 Darell Bowen, Mayor

31
32
33 **APPROVED AS TO FORM**
34 **AND LEGAL SUFFICIENCY**

35
36
37 By: Jeffrey S. Kurtz
38 Jeffrey S. Kurtz, Village Attorney

Printed: 11/30/2009



Not to Scale



PAHOKEE

BELLE GLADE

SOUTH BAY

WELLINGTON

ROYAL PALM BEACH

Western Communities Preference Areas