



# REQUEST FOR PROPOSAL

**CITY OF NAPLES**  
**PURCHASING DIVISION**  
**CITY HALL, 735 8<sup>TH</sup> STREET SOUTH**  
**NAPLES, FL 34102**  
**PH: 239-213-7100    FX: 239-213-7105**

## COVER SHEET

|   |  |                                       |   |
|---|--|---------------------------------------|---|
| NOTIFICATION DATE:<br><b>6/06/2024</b>  | TITLE<br><b>Property and Casualty Insurance<br/>         Brokerage Services<br/>         - RFP</b> | SOLICITATION NUMBER:<br><b>24-023</b> | OPENING DATE & TIME:<br><b>7/18/2023<br/>         2:00 PM</b> |
| <b>PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION:<br/>         NONE</b>   |  |                                       |   |
| Questions regarding this proposer packet must be received in writing in the Purchasing Division NO LATER THAN <b>TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING. Last day for questions is 7/08/2024.</b><br><br><p style="text-align: center;"> <b>Direct all questions to:</b><br/> <b>Felix Gomez, CPPB, NIGP-CPP</b><br/> <b>Procurement and Contracts Manager</b><br/>             City of Naples, Purchasing Division<br/>             735 8th Street South<br/>             Naples, Florida 34102<br/> <b>PH: (239) 213-7101 FX: (239) 213-7105</b><br/> <a href="mailto:Fgomez@naplesgov.com">Fgomez@naplesgov.com</a> </p>   |  |                                       |   |
| LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:   |  |                                       |   |
| MAILING ADDRESS:  |  |                                       |   |
| CITY-STATE-ZIP:   |  |                                       |   |
| PH:   |  | EMAIL:                                |   |
| FX:   |  | WEB ADDRESS:                          |   |
| AUTHORIZED SIGNATURE  |  | DATE                                  |   |
| PRINTED NAME/TITLE  |  |                                       |   |
| <p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.</p> <p style="text-align: center;"> <b>FEI/EIN Number _____ DUNS Number _____</b> </p> |  |                                       |   |
| <b>Please initial by all that apply, I acknowledge receipt/ review of the following addendum</b>  |  |                                       |   |
| _____ Addendum #1   |  | _____ Addendum #2                     |   |
| _____ Addendum #3   |  | _____ Addendum #4                     |   |
| _____ Addendum #5   |  | _____ Addendum #6                     |   |
| _____ Addendum #7   |  | _____ Addendum #8                     |   |

### PLEASE NOTE THE FOLLOWING

- > This page must be completed and returned with your bid.
- > Bids must be submitted in a sealed envelope, marked with solicitation number & opening date.
- > All submissions must be received, and date stamped by Purchasing staff prior to the above "OPENING DATE & TIME".
- > Submission received after the above opening date and time will not be accepted.
- > Bid tabulations will be available on the City of Naples web site <https://www.naplesgov.com/rfps>

## GENERAL CONDITIONS

**TO ENSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.**

- 1. SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 2. DEFINITIONS:** Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, City of Naples, Naples, agency, owner, requestor, parties", "bid, proposal, response, quote".
- 3. BID EXPENSES:** Bidders shall bear all costs and expenses incurred in developing, preparing, and submitting bids.
- 4. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.
- 5. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid submittal to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 6. NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.
- 7. PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.
- 8. WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Section 2-668(2) of the City Code.
- 9. PRICES, TERMS and PAYMENT:** Prices shall be proposed if required by this request for proposal and include all packing, handling, shipping charges and delivery

to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

- A. **TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City- owned real property.
  - B. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.
  - C. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
  - D. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
  - E. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
  - F. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
  - G. **CREDIT CARD PAYMENT:** The City of Naples may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and services purchased as a part of this contract. The City of Naples will not accept any additional surcharges (credit card transaction fees) as a result of using the City's credit card for transactions relating to this solicitation.
- 10. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified. Unless otherwise specified, all prices are to be FOB-Destination.
- 11. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog

numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.

**12. SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for any solicitation. Any Special Conditions that vary from these General Conditions will take precedence over the General Conditions. The special additions are supplemental and in addition to the General Conditions. To the extent that there is a conflict between the General Conditions and the Special Conditions, the Special Conditions will apply and control to the extent of the conflict.

**13. ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing and Contracts Manager such interpretation in writing. To be considered, such request must be received 10 calendar days prior to the bid opening. Request must reference the date of bid opening, bid title, and bid number. Failure to comply with this condition will result in bidders waiving their rights to dispute the proposal. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website and DemandStar.com not later than (3) days prior for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the contract document.

**14. CONFLICT OF INTEREST:** All proposal awards are subject to Section 2-72 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

**15. CONE OF SILENCE:** "Cone of Silence" means a prohibition on any

communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation to Bid (ITB), or other competitive solicitation between:

Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and

The City Council, City Attorney, and all City employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

**16. ETHICS REQUIREMENT:** As required by Section 2-975(h)(3), except as otherwise prohibited by law, all contracts executed between the City and a vendor shall 1) prohibit the vendor from employing, or offering to employ any compensated public official or city employee who is substantially involved with the regulation, oversight or management of the contract or the transaction of business during the term, and for a period of two years after termination, of the contract; and 2) provide for liquidated damages in favor of the City for violation of this subsection in the amount equal to the greater of: (i) the compensation received by the compensated public official or city employee from the vendor; and (ii) the amount equal to the total of the compensated public official's or City employee's last two years of gross compensation from the City.

**17. E-VERIFY REQUIREMENT:** All contracts between the vendor and the City shall require the vendor to be obligated to comply with the provisions of Section 448.095, Florida Statutes (2023) "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and use of the E-Verify System to verify the work authorization status of all newly hired employees and requiring any and all subcontractors to provide an affidavit to vendor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The vendor shall require any subcontractor to insert into any subcontracts the requirements of this section and shall be responsible for insuring compliance by all subcontractors. The Vendor shall agree to maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will result in the termination of the Agreement as provided in Section 448.095, Florida Stat. (2023), as amended; and the vendor will not be awarded a public contract for at least one (1) year after the date on which the contract was terminate. Vendor will also be

liable for any additional costs to City incurred because of the termination of the contractor.

The City shall upon a good faith belief that a vendor or its subcontractor has knowingly violated Section 448.09(1), Florida Statutes or the provisions of Section 448.095, Florida Statutes, terminate the contract, which shall not be considered a breach of contract and may be challenged pursuant to Section 448.095(2)(d), Florida Statutes. Vendor acknowledges that upon termination of the contract by the City for a violation of this Section, the vendor may not be awarded a public contract for at least one (1) year and that the Vendor is liable for any additional costs incurred by the City as a result of the termination. Vendor shall provide an affidavit of compliance with the E-Verify Requirement at the time a contract is executed.

**18. AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, divide the award or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

**19. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

**20. SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

The City of Naples will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

**21. SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

**22. PROPOSAL PROTESTS:** The City of Naples has formal protest procedures that

are available upon request.

- 23. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering.
- 24. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
- 25. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
- 26. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.
- 27. PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 28. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.
- 29. ASSIGNMENT:** Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.
- 30. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of

this contract.

- 31. PUBLIC ENTITY CRIMES:** 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendorlist.
- 32. DISCRIMINATION:** Pursuant to Subsection 287.134(2)(a), F.S., “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity”.
- 33. COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.
- 34. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful proposer/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer/proposer.

**IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

- 35. ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.
- 36. PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.
- 37. CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.



**38. RENEWAL:** Contract will be in-place for a three (3) year term with an optional two (2) one (1) year renewals, if mutually agreed upon by the CITY and CONTRACTOR. Pursuant to the City of Naples Code of Ordinances, Sec.2-667(7)(e), the term of this contract may be extended by the parties for no more than two years. Each renewal or extension shall be automatically extended for automatic and successive additional terms, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. It is recognized that the terms "renewal" and "extension" once had a distinct meaning in the law; however, the intent of this section is that no contract whether continued by a renewal, extension, or a combination of the two, will result in a term of more than three years plus two years, for a total of five years maximum without City Council approval.

**39. ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.

**40. FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

**IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**41. ALTERNATIVE PROPOSALS:** Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

**42. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

**43. PROPOSER INVESTIGATIONS:** Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and

to verify any representations made by the City of Naples upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**44. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

**45. CHANGE IN SCOPE OF WORK:** The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

**46. CHANGE ORDERS:** The City may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. The City of Naples will not pay more than a total of 10% on markup and overhead. Any supplemental agreement shall be approved by the City Manager, contractor and the architect/engineer, if applicable, prior to the commencement of the modified work. The City Manager may only approve contract change orders not exceeding 25 percent of the original contract that were originally approved by City Council. Contracts originally approved at \$50,000.00 or less will be limited to an amount that does not exceed \$75,000.00 for a change order or modification. (City Code Sec.2- 667.(7)(a)(b).

The City reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the City. Compensation for changes in quantities shall be at the bid unit price for the specific item of work with no additional charges allowed for the change in quantity.

All unit prices for items of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit of measure (e.g. LS, LF, CY, SY, TN, etc.) including but not limited to:

1. Material
2. Delivery
3. Direct Labor
4. Taxes
5. Rental rates
6. Fringe Benefits
7. Overhead
8. Profit
9. Markup

A change in quantities whether greater than or lower than the original bid quantity shall be treated as if the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the schedule of values to reflect the new total quantity of each item of work. Each proposal for change order shall list both the reduction in quantity of deleted work and increased quantity of added work. The City of Naples will not pay more than a total of 10% on markup and overhead when establishing a negotiated fee for items not listed by unit price.

**47. AWARDED CONTRACT:** An awarded contract with hourly rates will determine any overtime that is authorized by the City and its Project Manager. Any authorized overtime rates will be based on the standard 1.5 time the indicated hourly rate. This multiplier will be used on any overtime hours being charged that have been mutually agreed upon by the CITY and CONTRACTOR.

**48. RATE ADJUSTMENTS:** Rate Adjustments: Any adjustment to an awarded agreement that contains equipment and labor rates in the agreement shall be made in one or more of the following ways:

1. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
2. By unit prices specified in the Contract or subsequently agreed upon;
3. By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
4. In such other manner as the parties may mutually agree; or
5. In the absence of agreement between the parties, by a unilateral

determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles.

- 49. CONTRACTOR PERSONNEL:** The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day- to-day supervision and control of the contractor's employees and sub- contractors is the responsibility solely of the contractor.
- 50. COST REIMBURSEMENT:** The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.
- 51. EXCEPTIONS:** Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.
- 52. FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.
- 53. FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 54. FORCE MAJEURE:** The contractor shall not be held responsible for failure to

perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

**55. INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

**56. ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

**57. QUALIFICATIONS OF PROPOSERS:** The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The

City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
- > The quality of performance of previous contracts or services.

**58. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

**59. RESPONSIBLE VENDOR DETERMINATION:** Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

**60. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

**61. REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

**62. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

**63. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the

termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

**64. STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non-compliant contractors will be subject to contract sanctions, up to and including contract termination.

**65. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** “Debarment and Suspension” and 2 CFR 180 “OMB Guidelines to Agencies on Government wide Debarment and Suspension.” These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub- recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.

**66. 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE:** If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213- 1015; Email: [PublicRecordsRequest@naplesgov.com](mailto:PublicRecordsRequest@naplesgov.com); Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.

**67. FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and

Federal laws, all Proposers should be aware that sealed bids, proposals, or replies received by the City pursuant to a competitive solicitation thereto are in the public domain and are available for public inspection, review and copying. The Proposers are requested, however, to identify specifically any information contained in their bids/proposals which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to any invitation to bid, request for proposals, or request for qualifications, will become the property of the City of Naples and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with your firm's name and the proposal number marked on the outside. The City will not accept bids/proposals when the entire proposal is labeled as exempt from public disclosure.

If the contractor, vendor, firm, or proposer considers any portion of any documents, data, or records submitted to the City to be a confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor, vendor, firm, or proposer must simultaneously provide the City Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure. If contractor, vendor, firm, or proposer fails to submit a redacted copy of documents, data, or other records it claims is confidential, the City is authorized to produce all documents, data, and other records submitted to the City in answer to a public records request for these records.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your proposal as exempt from public disclosure, Proposer agrees to defend the City of Naples (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Naples (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to you designation of material as exempt from public disclosure.

**Note: Proposer's References and Proposal Cost or Price will be deemed**



**a public record, and if a claim of confidentiality is made, the City may deem the proposal non-responsive.**

In accordance with Chapter 119.071(1)(b)2. of the Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

In accordance with Chapter 119.071(1)(c)3. of the Florida Statutes, if an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

In accordance with Chapter 286.0113(2)(c)3. of the Florida Statutes, if the agency rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

**68. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** City of Naples, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

**THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER**

## GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, pursuant to ISO Form CG001, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on all policies except workers' compensation and professional liability on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples  
735 Eighth Street South  
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted. The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

**Note: Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation.**

**STATEMENT OF NO BID/PROPOSAL**

If you do not intend to submit a bid or proposal on this requirement, please complete and return only this page.

Please return via email to [purchasing@naplesgov.com](mailto:purchasing@naplesgov.com) or by mail to:

City of Naples, Purchasing Division  
City Hall, 735 8<sup>th</sup> Street South  
Naples, FL 34102  
Fax 239-213-7105

Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "STATEMENT OF NO BID/PROPOSAL" and it must be received no later than the stated bid/proposal opening date and hour.

Bid # \_\_\_\_\_

Bid Title: \_\_\_\_\_

We, the undersigned, decline to bid on the above project for the following reason(s):

- \_\_\_ We are not able to respond to the Invitation to Bid by the specified deadline.
- \_\_\_ Our Company does not offer this product or service.
- \_\_\_ Our current work schedule will not permit us to perform the required services.
- \_\_\_ Unable to meet bond requirements.
- \_\_\_ Unable to meet insurance requirements.
- \_\_\_ Unable to meet bond specifications.
- \_\_\_ Specifications are incomplete, or information is unclear  
(Please explain below).

\_\_\_\_\_  
\_\_\_\_\_

Other (Please specify below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

PH \_\_\_\_\_ Email \_\_\_\_\_

Name and Title of individual completing this form:

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Signature) (Date)



# CITY OF NAPLES

## Purchasing Division

### REFERENCE QUESTIONNAIRE

**PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.**

**It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.**

Solicitation No. \_\_\_\_\_ RFP/ITB Title: \_\_\_\_\_

Bidder/Respondent Name: \_\_\_\_\_

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: \_\_\_\_\_

Title of last project: \_\_\_\_\_

Year last project completed \_\_\_\_\_

Contract Start/End Dates: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

How many projects performed: \_\_\_\_\_

Overall Performance: \_\_\_\_\_

Management Ability: \_\_\_\_\_

Ability to meet time schedule: \_\_\_\_\_

Ability of control costs: \_\_\_\_\_

Problems encountered: \_\_\_\_\_

Quality of Personnel: \_\_\_\_\_

How well Contractor coordinated with Owner: \_\_\_\_\_

Cooperation or Lack Thereof: \_\_\_\_\_

Quality of Subcontractors: \_\_\_\_\_

Subcontractor Payment Issues: \_\_\_\_\_

Were there any conflicts, disputes, or other problems:

Yes      No

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

\_\_\_\_\_

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

---

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again? Yes      No

Any additional comments?

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---

---

This REFERENCE QUESTIONNAIRE is provided by:

---

Name of Company

---

Address of Company

---

Telephone No.

---

Email address:

Date: \_\_\_\_\_

---

Name and title of person filling out this reference questionnaire:

---

Signature of person filling out this reference questionnaire:

**This reference form must be emailed to [Purchasing@naplesgov.com](mailto:Purchasing@naplesgov.com) by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.**

**PROFESSIONAL SERVICES**  
**SPECIAL CONDITIONS**

**A. TERMS OF CONTRACT**

The contract resulting from this Request for Proposal shall be for a three (3) year period with an option to renew the contract for two (2) additional one (1) year periods upon mutual agreement by both parties.

**B. PROHIBITION OF CONTACT**

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

**C. MINIMUM QUALIFICATION**

Vendors licensed to do business in the State of Florida, must submit Sunbiz report showing your company registered as "Active". Vendors not licensed to do business in the State of Florida, must submit documentation equal to a Sunbiz report showing your company registered as "Active" Report must contain a footer that contains the date the document was printed. Printed date must be within 30 days of the solicitation opening date.

A signed and dated IRS W-9 form with EIN is required from all vendors.

**D. REFERENCES**

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this solicitation on the provided "Reference Questionnaire" form. Failure to provide references that verify required experience will cause the Vendor to be deemed nonresponsive.

**E. STATEMENT OF NO BID/PROPOSAL**

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid/Proposal.

**F. PROPOSAL FORMAT**

The contract, if awarded, will be awarded on the RFQ submittal requirements. To create a fair evaluation of proposals, all proposals must contain all elements in the RFQ

SUBMITTAL REQUIREMENTS. The evaluation criteria will be based upon five (5) value categories totaling up to 100 points. Upon review of the RFQ, the committee MAY schedule presentations. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

**G. QUESTIONS**

Questions regarding this proposer packet must be received in writing in the Purchasing Division NO LATER THAN **TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING. Last day for questions is 7/08/2024**

**Direct all questions to:**  
**Felix Gomez, CPPB, NIGP-CPP**  
**Purchasing and Contracts Manager**  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
**PH: (239) 213-7102 FX: (239) 213-7105**  
[fgomez@naplesgov.com](mailto:fgomez@naplesgov.com)

## SUBMISSION CHECKLIST

**Bidder certifies by signature below that the following Documents are included in the Bid Submittal, fully completed in accordance with the bid requirements. It's the bidder's responsibility to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain any and all such addenda and return executed addenda with this bid. Bidder should check off each of the following items as completed and submit with bid response:**

| CHECKLIST ELEMENTS  | INCLUDED |
|---|----------|
| Bidder must submit one (1) original signature (clearly marked as such) of the response and five (5) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible PDF of the original document on a CD or USB Flash Drive containing one PDF file of the full response that is clearly labeled with your company's name, Solicitation number, title and contact information. |          |
| Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.   |          |
| Include any Professional Licenses (General Contractors license, Underground Utility and Excavation, Builders, etc.) that qualify the firm for this solicitation as well as applicable bond documents, if required. Note if you are not a single prime contractor. List all subcontractors to be used for our project in your bid/proposal and their professional licenses.                                      |          |
| Mandatory FORMS from this document to be included are: <b><u>Cover Sheet, Reference Questionnaire, Submission Checklist Sheet, signed IRS W-9 (OCT 2018), Sunbiz Report, Acknowledgement of Business Type, Certificates of Insurance, Immigration Law Affidavit Certification, and Federal Contract Provision &amp; Assurances Forms.</u></b>   |          |
| Have an authorized individual sign the appropriate pages including the <b><u>Cover Sheet</u></b> with any bid addendums initialed. Include all Addendums with your Proposal.  |          |
| Ensure the following: <ol style="list-style-type: none"> <li>1. The Proposal has been signed.</li> <li>2. Proposal addressed the evaluation criteria.</li> <li>3. Proposal prices offered have been reviewed.</li> <li>4. The price extensions and totals have been checked.</li> <li>5. Tab format was followed.</li> </ol>  |          |
| Bid document needs to be received by the <b><u>OPENING DATE &amp; TIME</u></b> indicated on the <b><u>Cover Sheet</u></b> . The mailing envelope must be addressed to:<br><div style="text-align: center;">                     City of Naples<br/>                     Purchasing Division<br/>                     735 8th Street South<br/>                     Naples, Florida 34102                 </div> |          |
| <b>The mailing envelope must be sealed and marked with: Bid Number: 24-023<br/>                     Title: Property and Casualty Insurance Brokerage Services<br/>                     Opening Date:07/18/2024<br/>                     Company Name:<br/>                     Contact information:</b>   |          |

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Submitting Vendor Name: \_\_\_\_\_

Authorized Bidder's Signature: \_\_\_\_\_

***At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.***



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|  |           |   |   |
|--|-----------|---|---|
| <b>Print or type.</b><br><br><b>See Specific Instructions on page 3.</b> | <b>1</b>  | Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)   |   |
|  | <b>2</b>  | Business name/disregarded entity name, if different from above.   |   |
|  | <b>3a</b> | Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the United States.)</i> |
|  | <b>3b</b> | If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>   |   |
|  | <b>5</b>  | Address (number, street, and apt. or suite no.). See instructions.  | Requester's name and address (optional)   |
|  | <b>6</b>  | City, state, and ZIP code   |   |
|  | <b>7</b>  | List account number(s) here (optional)  |   |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <b>Social security number</b>  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <b>or</b>  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Employer identification number</b>  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                          |      |
|------------------|--------------------------|------|
| <b>Sign Here</b> | Signature of U.S. person | Date |
|------------------|--------------------------|------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

| IF the entity/individual on line 1 is a(n) . . .   | THEN check the box for . . .   |
|--|--|
| • Corporation  | Corporation.   |
| • Individual or<br>• Sole proprietorship   | Individual/sole proprietor.  |
| • LLC classified as a partnership for U.S. federal tax purposes or<br>• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation | Limited liability company and enter the appropriate tax classification:<br>P = Partnership,<br>C = C corporation, or<br>S = S corporation. |
| • Partnership  | Partnership.   |
| • Trust/estate   | Trust/estate.  |

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .  | THEN the payment is exempt for . . .  |
|--|---|
| • Interest and dividend payments   | All exempt payees except for 7.   |
| • Broker transactions  | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| • Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4.  |
| • Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5. <sup>2</sup>  |
| • Payments made in settlement of payment card or third-party network transactions        | Exempt payees 1 through 4.  |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account:  | Give name and SSN of:   |
|--|---|
| 1. Individual  | The individual  |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI                  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)                                       | Each holder of the account  |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)   | The minor <sup>2</sup>  |
| 5. a. The usual revocable savings trust (grantor is also trustee)                                      | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law                          | The actual owner <sup>1</sup>   |
| 6. Sole proprietorship or disregarded entity owned by an individual                                    | The owner <sup>3</sup>  |
| 7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))** | The grantor*  |

| For this type of account:   | Give name and EIN of:     |
|---|---------------------------|
| 8. Disregarded entity not owned by an individual  | The owner                 |
| 9. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup> |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553  | The corporation           |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization   | The organization          |
| 12. Partnership or multi-member LLC   | The partnership           |
| 13. A broker or registered nominee  | The broker or nominee     |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity         |
| 15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**   | The trust                 |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

**ACKNOWLEDGEMENT OF BUSINESS TYPE**

**The undersigned Bidder certifies that this bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid.**

**BUSINESS ADDRESS of BIDDER:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**SIGNATURE OF BIDDER**

If an Individual: \_\_\_\_\_  
Signature Print Name

Doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By: \_\_\_\_\_  
Partner Signature Print Name

If a Corporation: \_\_\_\_\_  
Corporate Name

(a \_\_\_\_\_ Corporation) In what State is the Corporation Incorporated? \_\_\_\_\_

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes \_\_\_ No \_\_\_

By: \_\_\_\_\_  
Signature Print Name

Sign and Date Form: Certification:

*Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.*

|           |            |
|-----------|------------|
| Signature | Print Name |
| Title     | Date       |

**Attachment: Immigration Law Affidavit Certification**

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and their Submittal of a Bid (ITB, RFP, RFQ, etc.) as non-responsive.**

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ who has produced \_\_\_\_\_ as identification.  
(Print or Type Name) (Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



**City of Naples, FL  
RFP No. 24-023  
Property and Casualty Insurance Brokerage Services - RFP**

**Index**

|   |                 | <b>Page</b> |
|---|-----------------|-------------|
| Cover Sheet                               | <b>Required</b> | 1           |
| General Conditions                        |                 | 2           |
| General Insurance Requirements            | <b>Required</b> | 18          |
| Statement of No Bid/Proposal              |                 | 19          |
| References                                | <b>Required</b> | 20          |
| Special Conditions                        |                 | 22          |
| Submission Checklist                      | <b>Required</b> | 24          |
| IRS W-9 FORM                              | <b>Required</b> | 25          |
| Acknowledgment of Business Type           | <b>Required</b> | 31          |
| Immigration Law Affidavit Certification   | <b>Required</b> | 32          |
| Purpose of Request                        |                 | 33          |
| Scope of Services                         |                 |             |
| Selection Process                         |                 |             |
| Submittal Requirements Required           | <b>Required</b> |             |
| Tab 1 - Qualifications of Firm            |                 |             |
| Tab 2 - Experience of Team                |                 |             |
| Tab 3 - Brokerage Services                |                 |             |
| Tab 4 - Insurance Coverage                |                 |             |
| Tab 5 - References                        |                 |             |
| Tab 6 - Completed Attachments:            |                 |             |
| D. Qualifications Questionnaire           | <b>Required</b> |             |
| E. Coverage Response Form                 | <b>Required</b> |             |
| <b>ATTACHMENTS UNDER A SEPARATE COVER</b> |                 |             |
| Attachment A - Coverage Document          |                 |             |
| Attachment B - Exposure Workbook          |                 |             |
| Attachment C - Loss Experience Workbook   |                 |             |

**City of Naples**  
**Property and Casualty Insurance Brokerage Services**  
**RFP 24-023**

**A. Purpose**

The City of Naples Risk Management office (“City”) is responsible for providing for the insurance needs of the City (Departments, Boards, Council, Employees, etc.). A major portion of this responsibility involves the acquisition of competitively priced insurance coverage from qualified sources, and also includes certain consultation/advisory services, related to the City’s insurance needs.

Accordingly, in addition to the customary brokerage services, the City is requesting competitive proposals for: Property Coverage (including Inland Marine and Equipment Breakdown); Crime Coverage; General Liability, including Law Enforcement Liability; Automobile Coverage; Public Official Liability / Employment Practice Liability; Cyber Coverage; Excess Workers’ Compensation; Stop Loss Aggregate; Watercraft Coverage; Drone Coverage; Statutory Accidental Death and Dismemberment; Excess Crime; and Pollution Coverage. Insurance is to be effective October 1, 2024. The City also carries Firefighter Cancer Benefits and National Flood Insurance Program (NFIP) coverage; however, neither is being solicited at this time.

**B. Background Information**

The City of Naples, a municipality in Collier County, Southwest Florida, has a staff of 470 full-time equivalent employees, serving a population of 21,000 permanent residents and approximately 34,000 seasonal residents. The City encompasses approximately 14.26 square miles. The City functions as a Council/Manager form of government.

The City provides a full range of services for both residents and seasonal visitors. Services include police and fire protection, construction and maintenance of roads and infrastructure, recreational facilities and activities, planning, building and zoning. In addition, the City provides water, sewer, garbage, and marina services.

The City currently insures the majority of its coverage lines—many of which employ self-insured retentions—through the Preferred Governmental Insurance Trust, as brokered by Brown & Brown, Public Sector. The annual anniversary date is October 1. Davies Group (fka Johns Eastern Company) is the third-party administrator that provides claims administration services. The remaining lines are written through individual carriers as required, also brokered by Brown & Brown, Public Sector. See **Attachment A. Coverage Document**.

**C. General Information / Technical Requirements**

**1. Solicitation Schedule**

Listed below are the important dates and times related to this solicitation. The Procurement Division may find it necessary to change any of these dates or times. All dates are subject to change.

| <u>Action</u>      | <u>Completion Date</u>    |
|--------------------|---------------------------|
| RFP Issued         | June 6, 2024              |
| Questions Deadline | July 08,2024              |
| Proposals Opening  | July 18, 2024, at 2:00 PM |

**2. Minimum Qualifications**

The City encourages proposals from all insurance brokers meeting the following minimum qualifications:

- A. Licensed and in good standing with the State of Florida Department of Insurance.
- B. Firm shall have been in business in the State of Florida for a minimum of ten (10) years.
- C. Minimum of ten (10) years' experience in providing broker of record services for government entities within the State of Florida.
- D. Evidence of insurance agents' and brokers' errors and omissions insurance with a minimum limit of \$5,000,000.

**3. Evaluation Committee**

The City Manager will appoint a selection committee to review and evaluate the proposals using the following criteria. The City, at its sole discretion, may contact the references and/or visit one or more of the projects listed in response to this solicitation as part of the evaluation process.

A shortlist of vendors may be interviewed for final ranking. If an interview is held, it will be less than one hour in length and be equally divided between the presentation and questions and answers. The presentation (if necessary) time and date will be assigned by the City.

**4. Selection Criteria**

Any proposal that does not meet the minimum qualifications as stated above will be rejected. The criteria below are not necessarily listed in order of importance. Proposals will be evaluated on the following criteria:

| <b>EVALUATION CRITERIA</b>  | <b>POINTS</b>  |
|---|----------------|
| <b>Qualifications of Firm (Tab 1):</b> <ul style="list-style-type: none"><li>• Shows a strong knowledge of how to provide, place, and structure governmental entity/municipal insurance coverages and risk management services.</li><li>• Proves a successful history of providing governmental entity/ municipal insurance coverages and risk management services.</li></ul>                     | <b>10 max.</b> |
| <b>Experience of Team (Tab 2):</b> <ul style="list-style-type: none"><li>• Incorporates strong team structure (including successful relationships with outside vendors, TPAs, attorneys, etc.) and able to handle entire task.</li><li>• Team members have resumes that reflect experience in providing governmental entity/municipal insurance coverages and risk management services.</li></ul> | <b>20 max.</b> |

|  |                |
|--|----------------|
| <b>Responsiveness to Requested Scope (Tabs 3, 4, and 6):</b> <ul style="list-style-type: none"> <li>Shows a deep understanding of the entire scope of governmental entity/municipal insurance coverages and risk services being requested herein.</li> <li>Able, at a minimum, to meet all of the principle areas defined in the RFP's Scope of Services.</li> </ul> | <b>30 max.</b> |
| <b>Cost:</b> <ul style="list-style-type: none"> <li>Demonstrates a proven ability and creative approach to cost control, structuring and obtaining the best rates from the insurance market.</li> <li>Cost breakdown meets the proposal requirements.</li> </ul>   | <b>35 max.</b> |
| <b>References (Tab 5):</b> <ul style="list-style-type: none"> <li>Lists strong references reflecting examples of successfully providing similar services to other local governmental entities.</li> </ul>  | <b>5 max.</b>  |
| <b>TOTAL EVALUATION</b>  | <b>100</b>     |

## 5. Proposal Format

Proposals should be arranged in the following structure:

**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 brief history and description of your firm. Include a description of resources or services that may be utilized that are not housed in your local office. Separately, provide a description of services and resources that may be introduced to the City of Naples over time that may add value to its risk management program or other business objectives. Describe any special expertise your firm has in providing risk management and insurance services to clients with similar or related business activities. Include a list of current client relationships (local or otherwise), if not included in your references. Describe your firm's efforts to remain current on business and risk issues relating to the City of Naples business profile, including industry or association memberships, if applicable.

**Tab 2 Experience of Team:** Provide a resume for each individual that will be assigned to work on the City of Naples account. Include account executives, account managers, marketing personnel, and other specialist that would actively work with the City of Naples. Include an estimate of each key person's allocated time to the City of Naples account. Include an organizational chart identifying the team and reporting structures. Provide a profile of the proposed account executive's current client assignments. Your response should include the number of accounts, their complexity, and some reference

to time allotments for each.

**Tab 3 Brokerage Services:** Please provide the following:

a) Statement of the 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) Risk Assessment and Analysis – Provide a summary of your firm's process in conducting risk assessment and analysis for firms similar to the City of Naples. Identify resources to be used, if not already part of the proposed service team. Provide samples of internal or external reports that are a product of such assessment and analysis. Based upon the information currently available, identify areas of emerging risk relative to the City of Naples operations, or risk warrants greater attention.

d) Loss Control – Provide a summary of internal and external resources to be assigned to loss control, including the rationale for your recommended loss control program. Include a summary of methods used to direct and measure the effectiveness of such services.

e) Claims – Provide a summary of internal and external claims resources to be assigned to the City of Naples. Include a description or flow chart on assignment of duties, communications, or process flow in handling property, workers' compensation, and third-party liability claims. Provide references of expert resources that may be available for unusually complex claims matters. Provide a summary of proposed claims management processes or audit functions available from your firm. Third-party claims administration services are not part of this Request for Proposal.

f) Marketing – Describe your firm's proposed marketing processes and strategies. Provide comment on current program structure and pricing (to the extent possible) with particular emphasis on your firm's assessment of the current insurance market. Include identification of resources that are not part of the proposed service team. Provide a suggested listing of markets that may be considered for each major line of coverage, including your rationale for such a course of action. Include any intermediaries to be used and your relationship with those companies.

g) Data Management – Provide commentary on the projected needs for the City of Naples relative to data management and your firm's approach to meeting those needs. Include resources or systems that might be utilized to enhance this area of risk management.

h) Program Design – Provide a brief summary of potential program designs that may be appropriate for the City of Naples risk financing for the major lines of coverage. Include the rationale for your suggestions. Given the information provided, identify your firm's key strategies in evaluating the optimum alternatives for risk financing for the City of Naples in the major lines of coverage.

i) Communications – Describe formal and informal communications processes for the City of Naples. Include proposed schedules of key meetings, timelines, and other process mileposts for the proposed client service. Include any proprietary client communications that may be appropriate and available to the City of Naples to facilitate communications.

j) Other Services (Optional) – Provide a brief summary of other services available from your firm that may be appropriate to the City of Naples' consideration, e.g. appraisal/asset valuation, etc.

k) Broker Compensation – Identify your firm's preference on the means of compensation for services. Provide a detailed analysis of the fee build-up, including allocated time and rates for the service providers. Identify any proposed services that may be outside an agreed-upon fee and an estimate for those services, if applicable. Include the details of any proposed incentive plan, if recommended.

**Tab 4 Insurance Coverage:** Please provide the following:

a) Proposal of insurance coverage details, including premiums, which shall follow the format/order in **Scope of Services: Insurance Coverage, Item 10**. Proposers shall detail the coverage being offered and shall detail ANY deviation from what has been requested.

b) Statement regarding extent to which individual coverages being proposed are separable without a change in premium costs.

c) Examples of premium and service billings as well as examples of sound cost allocation methods.

**Tab 5 References:** Provide five current client references of similar size, complexity, or with similar needs. Limit your response to those clients that are principally serviced from your local office. 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.

**Tab 6 Completed Attachments: D. Qualification Questionnaire and E. Coverage Response Form.**

## **Scope of Services**

### **Property and Casualty Insurance and Brokerage Services**

The 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.

#### **Brokerage Services**

Services in advising and coordinating with the City's Risk Manager include, but are not limited to the following:

1. Prepare annual marketing strategy reports identifying anticipated market conditions and proposing a marketing strategy for the City's major loss exposure areas prior to policy renewal.
2. Assist in developing underwriting data and specifications for renewal negotiations.
3. Provide trended values for property insurance policies.
4. In collaboration with the Risk Manager, solicit insurance marketplace for appropriate coverage lines as required by the City.
5. Evaluate the commitment and financial stability of the underwriters.
6. Service existing insurance policies by reviewing coverage issues, issuing binders and Certificates of Insurance, and request endorsements from carriers in a timely manner.
7. Schedule quarterly meetings with the Risk Manager to discuss loss control issues, exposure changes, and general administrative matters pertaining to the City's insurance program.
8. Analyze the City's exposure to loss, adequacy of coverage, and develop options on coverage not presently purchased by the City.
9. Provide service for day-to-day contact on insurance matters.
10. Assists the City in developing insurance requirements for the various contracts (design, construction, and service) and in reviewing insurance policies, contracts, leases and bonds as requested by the City.
11. Prepare an annual report including a schedule of policies in force, coverage provisions, premiums, insurance claims experience for the prior policy year and recommendations for possible adjustments to insurance coverage for the next policy year. The report should provide a summary of broker support services rendered during the prior year, with recommendations for broker services recommended for the subsequent year.
12. Provide other services that are normally and customarily required of a municipal insurance broker.
13. Analyze insurance market trends and report in advance on the affect that trends will have on pricing and coverage availability.
14. Assist the Risk Manager in the audit of Workers' Compensation classification coding.
15. Provide routine verbal consulting advice on safety and loss control matter as they relate to the City's risk management program. Onsite inspections, written programs and training programs may be negotiated for an additional fee.
16. Provide access to and consulting advice regarding the potential for utilizing new and emerging risk financing programs.

#### **Insurance Coverage**

1. **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.

2. **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.

3. **General Conditions:**

Named Insured: **City of Naples**  
Address: 735 Eight Street South  
Naples, FL 34102

Website: <https://www.naplesgov.com/>  
Effective Date of Coverage: October 1, 2024, through September 30, 2025

A. **Named Insured for All Policies:** The City of Naples, 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 the Proposer.

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

4. **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 Brown & Brown, Public Sector, primarily through Preferred Governmental Insurance Trust, with ancillary lines placed elsewhere as necessary. In addition to its workers' compensation exposure, the City self-insures its primary liability exposures, utilizing self-insured retentions consistent with sovereign immunity protections. All limits and retentions shown in the specifications reflect the current program.

5. **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.naplesgov.com/>.

6. **Current Exposure Information:** **See Attachment B. Exposure Workbook.**

7. **Loss and Historical Exposure Information:** For detailed loss information for all lines of claims, see **Attachment C. Loss Experience Workbook.**

8. **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 rests solely with the Proposer. Neither the City of Naples, 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 Naples 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.

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

**10. Coverage Being Requested:**

**PROPERTY, including INLAND MARINE and EQUIPMENT BREAKDOWN:** 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 a Special/All-Risk 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.

| LINE OF COVERAGE                       | 2023/2024      |                   |                |
|--|----------------|-------------------|----------------|
|  | LIMIT          | DEDUCTIBLE/SIR    | ANNUAL PREMIUM |
| Property:                              |                |                   |                |
| Preferred Governmental Insurance Trust |                |                   |                |
| Blanket Buildings & Contents           | \$ 166,815,263 | \$ 25,000         | \$ 1,353,152   |
| Equipment Breakdown                    | \$ 100,000,000 | \$ 25,000         |                |
| Excess Flood                           | \$ 5,000,000   | \$ 25,000         |                |
| Earth Movement                         | \$ 5,000,000   | \$ 25,000         |                |
| TRIA Terrorism                         | \$ 5,000,000   | \$ 25,000         |                |
| Named Windstorm including Storm Surge  | \$ 166,815,263 | 5% / \$35,000 Min |                |
| Accounts Receivable                    | \$ 1,000,000   | \$ 25,000         |                |
| Additional Expense                     | \$ 1,000,000   | \$ 25,000         |                |
| Business Income                        | \$ 1,000,000   | \$ 25,000         |                |

|   |                     |                     |              |
|---|---------------------|---------------------|--------------|
| Errors & Omissions                          | \$ 250,000          | \$ 25,000           |              |
| Demolition & Increased Cost of Construction | \$ 2,000,000        | \$ 25,000           |              |
| Debris Removal                              | \$ 2,000,000        | \$ 25,000           |              |
|   |                     |                     |              |
|   |                     |                     |              |
| <b>Inland Marine:</b>                       |                     |                     |              |
| Unscheduled Blanket Inland Marine           | \$ 2,552,873        | \$ 10,000           | \$ 18,302    |
| Communications Equipment                    | \$ 43,165           | \$ 10,000           |              |
| Mobile Equipment                            | \$ 4,534,537        | \$5,000 or \$10,000 |              |
| Electronic Data Processing                  | Included in Blanket | \$ 10,000           |              |
| Emergency Services Portable Equip           | Included in Blanket | \$ 10,000           |              |
| Fine Arts                                   | \$ 159,000          | \$5,000 or \$10,000 |              |
| Other Inland Marine                         | \$ 11,628           | \$ 10,000           |              |
| Rented Borrowed Leased Equipment            | \$ 50,000           | \$ 10,000           |              |
| Valuable Papers                             | Included in Blanket | \$ 10,000           |              |
| Watercraft                                  | Not Included        |                     |              |
|   |                     |                     |              |
|   |                     | Sub-Total           | \$ 1,371,454 |

See **Attachment B. Exposure Workbook** for respective statements of value, underwriting information, and building detail.

**CRIME:**

| LINE OF COVERAGE                               | 2023/2024  |                |                |
|--|------------|----------------|----------------|
|  | LIMIT      | DEDUCTIBLE/SIR | ANNUAL PREMIUM |
| Crime:   |            |                |                |
| Preferred Governmental Insurance Trust         |            |                |                |
| Employee Dishonesty                            | \$ 500,000 | \$ 1,000       | \$ 1,483       |
| Theft, Disappearance & Destruction In/Out      | \$ 500,000 | \$ 1,000       |                |
| Computer Fraud, Including Funds Transfer Fraud | \$ 500,000 | \$ 1,000       |                |
| Forgery/Alterations                            | \$ 500,000 | \$ 1,000       |                |

**Exposure Basis:**

|  |     |
|--|-----|
| Total Number of Employees                | 470 |
| Number of employees handling money       | XX  |
| Number of messengers                     | XX  |
| Number of guards accompanying messengers | XX  |

- Does the applicant check for past criminal records (theft of money and securities, robbery, etc.) on rateable employees? Yes
- How frequently are audits performed? Annually
- Who performs the audit? CPA
- Is countersignature of checks required? Yes
- Are your bank accounts reconciled by someone not authorized to deposit or withdraw? Yes
- Is banking done by your internal staff or by other outside professionals? Internal Staff

**GENERAL LIABILITY, including LAW ENFORCEMENT 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.

| 2023/2024                              |  |                |                |
|--|--|----------------|----------------|
| LINE OF COVERAGE                       | LIMIT                                    | DEDUCTIBLE/SIR | ANNUAL PREMIUM |
| <b>General Liability:</b>              |  |                |                |
| Preferred Governmental Insurance Trust | Defense Outside Limits with No Aggregate |                |                |
| General Liability                      | \$ 3,000,000                             | \$ 200,000     | \$ 86,478      |
| Employee Benefits                      | \$ 3,000,000                             | \$ 200,000     |                |
| Bert Harris, Inverse Condemnation      | \$ 300,000                               | \$ 200,000     |                |
| Deadly Weapon Protection               | \$ 1,000,000                             | \$ -           | Included       |
| <b>Law Enforcement Liability:</b>      |  |                |                |
| Preferred Governmental Insurance Trust | Defense Outside Limits with No Aggregate |                |                |
| Law Enforcement Liability              | \$ 3,000,000                             | \$ 200,000     | \$ 60,027      |
|  |  |                |                |
|  |  |                |                |
|  |  | Sub-Total      | \$146,505      |

**Exposure Basis:**

1. Do you require all contractors & vendors with whom you do business to provide a contractual hold harmless and certificate of Insurance? Yes
2. Do you require groups using your facilities to provide a contractual hold harmless and Certificate of Insurance? Yes
3. Do you require groups using your facilities to make you an additional insured on their insurance policy? Yes
4. Do you have an ADA coordinator? xx
5. Do you have any of the following:
  - a. Athletic Fields & Activities Yes
  - b. Airports/Aircraft No
  - c. Bleachers/Auditoriums/Stadiums No
  - d. Children/Youth Programs? Yes
  - e. Sr. Adult Program? No
  - f. Programs for emotionally/mentally challenged individuals? Yes
  - g. Electric Power Distribution No
  - h. EMT's/Paramedics No
  - i. Exhibition/Convention Center No
  - j. Gas Utility Distribution No
  - k. Golf Course No
  - l. Hospitals, Nursing Homes, Medical Facilities No
  - m. Law Enforcement Yes
  - n. Marinas Yes
  - o. Detention Facilities No
  - p. Restaurants/Snack Bars/Food Beverage Carts No
  - q. Skate Parks Yes
  - r. Swimming Pools/Water Parks/Splash Parks Yes
  - s. Wastewater Treatment Yes
  - t. Water Utility Yes
  - u. Watercraft Yes

- v. Wharves/Piers/Docks Yes
- w. Elder Care/Respite Care locations No
- x. Fireworks Display Yes, 1, Contracted to licensed pyrotechnician
- 6. Who in the Entity has been designated to handle claims? HR Director, Risk Manager
- 7. With respect to Claims Incidents, etc., do you have a written procedure for obtaining information? Yes
- 8. Do you have any of the following:
  - a. Camps (Residential) No
  - b. Camps with overnight stays No
  - c. Daycare Centers/Nursery Schools - Children or Adult Care No
  - d. Juvenile Detention Centers No
  - e. Medical Services and Professionals - Doctors, Psychiatrists, Visiting Nurse Services No
  - f. Mental Institutions No
  - g. Orphans or Foster Homes, including Social Service Agencies responsible for the Foster Home evaluation and/or placement No
  - h. Religious/Clergy/Church Organizations No
  - i. Schools - public or private elementary, junior high or high school No
  - j. Social Service Counselors - Social Workers, Psychologists No
  - k. Special Needs Educational Facilities No
  - l. Substance Abuse Facilities with overnight stays No
  - m. Substance Abuse Facilities without overnight stays No
  - n. Youth Organizations (Sports, Scouts, YMCA/YWCA, Big Brothers/Sisters, etc.) Yes
- 9. Is there a Sexual Abuse Prevention Program in effect? Yes
- 10. Has a written policy been established clearly expressing management's commitment to sexual abuse prevention? Yes
- 11. Have written procedures encompassing rules, a code of conduct and disciplinary measures been established for all staff and/or volunteers, which clearly define the policy and consequences of non-adherence? Yes
- 12. Has a mechanism been developed to ensure that sexual abuse prevention policies and procedures are implemented and enforced throughout the organization? Yes
- 13. Is there a Sexual Abuse Prevention Coordinator that reports to a member of management? No
- 14. Are management/staff trained in policies and procedures relating to the Sexual Abuse Prevention Program? Yes
- 15. Do policies and procedures include an incident reporting and follow-up mechanism? Yes
- 16. Are standard applications used for all prospective employees or volunteers? Yes
- 17. Is there a minimum of two background checks for prospective employees with documentation maintained in file? Yes
- 18. Do background checks include checks with "Sex Offender Hot-lines", State Police, State Department of Social Services, or similar public agencies? Yes
- 19. In the past five years have any employees or officers been terminated for cause related to sexually abusive behavior? No
- 20. Are records maintained documenting adherence to all applicable policies and procedures, e.g., hiring and screening, code of conduct, training, incident, and follow-up procedures? Yes
- 21. Are you aware of any circumstance that may result in a sexual abuse claim? No
- 22. Have any members of the staff been transferred because of allegations of sexual abuse?

|  | No           |
|--|--------------|
| (Law Enforcement)  |              |
| 23. Are you a party to any mutual aid agreements?  | Yes          |
| 24. Do you provide contracted services to any other entities?  | No           |
| 25. Full-time with arrest powers   | 72           |
| 26. Part-time with arrest powers   | 0            |
| 27. Full-time jailers  | 0            |
| 28. Part-time jailers  | 0            |
| 29. Volunteers w/arrest powers   | 0            |
| 30. Volunteer Jailers w/ arrest powers   | 0            |
| 31. Volunteers without arrest powers   | 0            |
| 32. All other police personnel   | 35           |
| 33. Canines  | 0            |
| 34. Horses   | 0            |
| 35. Do you handle your own dispatching?  | Yes          |
| 36. Do you dispatch for any other entities?  | No           |
| 37. Do your Law Enforcement dispatchers also dispatch for emergency medical and firefighting services? | Yes          |
| 38. Are all incoming calls recorded?   | Yes          |
| 39. Average # of months tapes are maintained   | 3            |
| 40. How many hours of training do dispatchers receive?      New: 1040, Trained: 36                     |              |
| 41. Do you participate in any internship or ride-along programs?                                       | Yes          |
| 42. Do you own, operate, or maintain any fixed or rotary wing aircraft?                                | No           |
| 43. Do you own, operate, or maintain any watercraft?   | Yes          |
| 44. What is the current annual operating budget for the law enforcement agency?                        | \$17,136,515 |
| 45. Which of the following are included in your selection process prior to employment:                 |              |
| a. Written Exam  | Yes          |
| b. Psychological Exam  | Yes          |
| c. Background and employment investigation   | Yes          |
| 46. Do all law enforcement officers meet your state's minimum standards for and receive certification? | Yes          |
| 47. Is all employee training, both past and present, documented and kept on file?                      | Yes          |
| 48. Does your agency have a Field Training Program for new employees?                                  | Yes          |
| 49. What is the Average Salary of your current full-time sworn officers?                               | \$82,231     |
| 50. What is the Average # of Years of Service of your current full-time sworn officers?                | 11           |
| 51. Are officers required to complete training in the use of:  |              |
| a. Baton/PR-24/ASP   | Yes          |
| b. Chemical Irritants  | Yes          |
| c. Electronic Control Device (Stun gun or Taser)   | Yes          |
| d. Carotid control hold  | No           |
| 52. Are all officers required to complete a Defensive Driving Program?                                 | Yes          |
| 53. Do all officers receive training in simulated or actual high-speed pursuit?                        | No           |
| 54. Do all officers receive training in First Aid?   | Yes          |
| 55. Do all officers receive training in CPR?   | Yes          |
| 56. Do all officers receive training in the use of Defibrillators?                                     | Yes          |
| 57. Do you maintain a formal Policies and Procedures Manual?   | Yes          |
| 58. Do all employees receive their own copy?   | Yes          |

59. Enter 4-digit year manual was last updated? 2012
60. Is your manual regularly reviewed by competent legal counsel? Yes
61. Do you have formal written policies and procedures pertaining to the following subjects:
- a. Use of deadly force Yes
  - b. Use of non-deadly force Yes
  - c. Vehicle high-speed pursuit Yes
  - d. Domestic Violence Yes
  - e. Search and seizure Yes
  - f. Intoxicated arrestees Yes
  - g. Communicable diseases Yes
  - h. Employee moonlighting Yes
62. Has any claim been made or suit filed against the entity or any person in their capacity as an official or employee of the entity in the last five years? Yes
63. Does any official or employee have any knowledge of any fact, circumstance or situation which might reasonably be expected to give rise to a claim? No
64. Has the Law Enforcement coverage been cancelled or non-renewed within the last five years? No
65. Do you have a detention facility of any kind? No

**AUTOMOBILE LIABILITY / PHYSICAL DAMAGE:**

| LINE OF COVERAGE                       | 2023/2024                                    |                |                |
|--|--|----------------|----------------|
|  | LIMIT  | DEDUCTIBLE/SIR | ANNUAL PREMIUM |
| Automobile:                            |  |                |                |
| Preferred Governmental Insurance Trust | Defense Outside Limits with No Aggregate     |                |                |
| Auto Liability                         | \$ 3,000,000                                 | \$ 200,000     | \$ 47,028      |
| Uninsured Motorist                     | Rejected                                     | N/A            |                |
| Comprehensive/Collision                | Symbol 2, 8                                  | \$ 5,000       | \$ 68,795      |
| Hired Physical Damage                  | \$ 35,000                                    | \$ 5,000       |                |
| Medical Payments                       | Excluded                                     | N/A            |                |
|  |  |                |                |
|  | Estimate for 9 new Police Vehicles           |                | \$ 4,500       |
|  |  |                |                |
|  | Sub-Total including estimated 9 new vehicles |                | \$ 120,323     |

Personal Injury Protection: As required by law. All vehicles are owned by the City of Naples. All travel within a 50-mile radius. Automatic coverage throughout the policy term without updated scheduling – No Additional Premium.

Exposure Basis:

- 1. How often do you inspect vehicles for safety hazards? Daily
- 2. Are safety inspection records maintained? Yes
- 3. Are vehicles assigned to specific drivers with back up drivers? Yes
- 4. Do you own any 15 Passenger Vans with Model Year 2006 or older? No
- 5. Are 15 passenger vans used for passenger transportation? Yes
- 6. Do you own/operate Autonomous Vehicles? No

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

**PUBLIC OFFICIAL LIABILITY / EMPLOYMENT PRACTICE LIABILITY:** Coverage is desired for civil claims 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, civil rights, sexual harassment, and zoning. Coverage should be included for EEOC Administrative Hearings. Please specify coverages and limits for EEOC actions. Proposers may quote coverage for Sexual Misconduct Coverage separately, if not included as part of the underlying Public Officials Liability. Please clarify whether that coverage is included or excluded. If available separately, please quote.

| LINE OF COVERAGE                                    | 2023/2024                                |                |                |
|---|--|----------------|----------------|
|   | LIMIT                                    | DEDUCTIBLE/SIR | ANNUAL PREMIUM |
| Public Officials:                                   |  |                |                |
| Preferred Governmental Insurance Trust              | Defense Outside Limits with No Aggregate |                |                |
| Public Officials Liability                          | \$ 2,000,000                             | \$ 200,000     | \$ 43,342      |
| Employment Practices Liability                      | \$ 2,000,000                             | \$ 200,000     |                |
| Administrative Complaints (Incl. Ethics Complaints) | \$ 100,000                               | \$ 200,000     |                |

**Exposure Basis:**

|                         |        |
|-------------------------|--------|
| Population              | 21,016 |
| Year Entity Established | 1923   |
| Board (Council) Members | 6      |
| Risk Manager            | Yes    |
| HR Director             | Yes    |
| Full-Time Employees     | 470    |

1. Are Board members Elected? Yes
2. Has any bond issue been defeated within the past three years? No
3. Has the public entity been in default on the principal or interest on any bond? No
4. Do you have a zoning commission? Yes
5. Does your legal counsel attend all meetings of the planning and zoning board? Yes
6. Do officials receive training with respect to open meetings and hearing regulations? Yes
7. Do you have a written master plan for economic development? Yes
8. Do you have formally approved land use ordinances that have been reviewed by legal counsel? Yes
9. Do you have a formal procedure to file for a variance to land use statutes? Yes
10. Do you have a formal process for application and approval of permits and licenses? Yes
11. Do you have a formal written policy prohibiting elected officials and/or board members from sitting on decisions in which they may have a conflict of interest? Yes
12. Do supervisors receive training in the proper implementation of your policies and procedures? Yes
13. Is training documented in their personnel file? Yes
14. Enter 4-digit year employment manual written or last updated 2016
15. Is employment manual reviewed by counsel experienced and qualified in employment law? Yes
16. Do policies and procedures comply with state and federal guidelines? Yes
17. Is this manual distributed to all employees upon hiring? Yes
18. Do you have a written policy with respect to both sexual and non-sexual harassment?

19. Do you follow a formal written procedure for employee disputes/complaints? Yes
20. Are all actions to dismiss or demote employees reviewed in advance by legal counsel? Yes
21. Do you require that due process be served and documented for all proceedings involving dismissal, demotion, or suspension? No
22. Are all probationary or disciplinary actions recorded in writing and signed by the employee? Yes
23. Have job descriptions been drafted for regular full-time positions? No
24. Are you an Equal Opportunity Employer? Yes
25. Does any official or employee have any knowledge of any fact, circumstance or situation which might reasonably be expected to give rise to a claim? Yes

**WORKERS' COMPENSATION:**

| LINE OF COVERAGE                       | 2023/2024      |                |                |
|--|----------------|----------------|----------------|
|  | LIMIT          | DEDUCTIBLE/SIR | ANNUAL PREMIUM |
| Excess Workers' Compensation:          |                |                |                |
| Preferred Governmental Insurance Trust |                |                |                |
| Workers' Compensation                  | Statutory      | \$ 500,000     | \$ 179,116     |
| Employers Liability                    | \$2M/\$2M/\$2M |                | Included       |

The following endorsements should be provided:

- Volunteer Endorsement
- Broad form all states coverage

Exposure Basis:

1. Is a formal drug free program in operation? Yes
2. Is a formal safety program in operation? Yes
3. Is there a formal Return to Work / Light Duty program for all operational areas? Yes
4. Does employer have a safety committee? Yes
5. If Yes, is there management participation? Yes
6. Is there a formal review of all workplace accidents? Yes
7. Do past, present, or discontinued operations involve storing, treating, discharging, applying, disposing, or transporting hazardous materials? No
8. Any work performed underground or above 15 feet? Yes
9. Any work performed on docks, barges, vessels, bridges, or over water? Yes
10. Are sub-contractors used? Yes
11. Are Work Comp COI's required for sub-contractors / vendors? Yes
12. Do employees travel out of state? Yes, occasionally
13. Do you lease employees to or from other employers? No
14. Any group transportation provided? No
15. Are physicals required after offers of employment are made? Yes
16. Are there any occupational disease exposures involved in the operation including asbestos, silica, dust, hazardous chemicals, radiation, communicable disease or any other occupational disease exposure? Yes, Water/Wastewater Plant Ops and Fire Dept.
17. Is there any owned, leased or chartered aircraft? No



- 18. Is there any owned, leased or chartered watercraft? Yes
- 19. Any employees who may be subject to the Longshore and Harbor Workers' Compensation Act, Jones Act or Federal Employer's Liability Act? No
- 20. Do operations include electric utility? No
- 21. Any power generation? No
- 22. Any power distribution? No
- 23. # Lineman 0
- 24. Amount of payroll associated with lineman: 0.00
- 25. Do operations include gas utility? No
- 26. Do operations include a penal facility? No
- 27. Do operations include amusement park or similar facility? No
- 28. Do you provide in-house medical for first aid injuries? No

See **Attachment B. Exposure Workbook** for payroll information.

**CYBER LIABILITY:**

| LINE OF COVERAGE | 2023/2024  |                |                |
|------------------|--|----------------|----------------|
|                  | LIMIT  | DEDUCTIBLE/SIR | ANNUAL PREMIUM |
| Cyber Liability: | Coverage Details Exempt from Public Record Per HB 7057 |                |                |
|                  |  |                | \$ 9,295       |

Exposure Basis:

- 1. Cyber Retro Date 10/1/11
- 2. Do you have anti-virus software installed and enabled on all desktops and servers (excluding database servers) and is it updated on a regular basis? Yes
- 3. Do you have firewalls installed on all external gateways? Yes
- 4. Do you take regular backups (at least weekly) of all critical data? Yes
- 5. Have you suffered a claim or loss in the last five years, in relation to cyber liability or cyber security? Yes, 2019 Spear Phishing Attack
- 6. Are you aware of any circumstances or complaints against you in relation to data protection or security, PII (Personally Identifiable Information), PHI (Protected Health Information) or any other actual or potential security violations or breaches either currently or in the past five years? Yes

**STOP LOSS AGGREGATE:**

| LINE OF COVERAGE                                       | 2023/2024    |                |                |
|--|--------------|----------------|----------------|
|  | LIMIT        | DEDUCTIBLE/SIR | ANNUAL PREMIUM |
| Basket Aggregate:                                      |              |                |                |
| Preferred Governmental Insurance Trust                 |              |                |                |
| Stop Loss Aggregate<br>(Applies to GL/AL/POL/LEL/XSWC) | \$ 2,000,000 | \$ -           | \$ 8,273       |

**WATERCRAFT HULL COVERAGE:**

| 2023/2024 |
|-----------|
|-----------|

| LINE OF COVERAGE                 | LIMIT      | DEDUCTIBLE/SIR | ANNUAL PREMIUM |
|----------------------------------|------------|----------------|----------------|
| Watercraft Hull:                 |            |                |                |
| Great American Insurance Company |            |                |                |
| Watercraft, per schedule         | \$ 671,556 | Various        | \$ 12,458      |

See **Attachment A. Coverage Document** for exposure and policy information.

**UNMANNED AIRCRAFT LIABILITY:**

| LINE OF COVERAGE                                  | 2023/2024    |                |                |
|---|--------------|----------------|----------------|
|   | LIMIT        | DEDUCTIBLE/SIR | ANNUAL PREMIUM |
| Unmanned Aircraft Liability:                      |              |                |                |
| Global Aerospace                                  |              |                |                |
| Drone Liability                                   | \$ 1,000,000 | \$ -           | \$ 845.45      |
| Personal Injury Liability                         | \$ 1,000,000 | \$ -           |                |
| Aggregate Limit (Maximum paid during policy term) | \$ 3,000,000 |                |                |

See **Attachment A. Coverage Document** for exposure and policy information.

**STATUTORY ACCIDENTAL DEATH & DISMEMBERMENT:**

| LINE OF COVERAGE                             | 2023/2024  |                |                |
|--|------------|----------------|----------------|
|  | LIMIT      | DEDUCTIBLE/SIR | ANNUAL PREMIUM |
| AD&D Statutory                               |            |                |                |
| ACE American Insurance Company               |            |                |                |
| Line of Duty                                 | \$ 75,000  | \$ -           | \$ 9,323       |
| Fresh Pursuit                                | \$ 150,000 | \$ -           |                |
| Unlawful & Intentional Death & Dismemberment | \$ 225,000 | \$ -           |                |

See **Attachment A. Coverage Document** for exposure and policy information.

**EXCESS CRIME:**

| LINE OF COVERAGE                               | 2023/2024  |                |                |
|--|------------|----------------|----------------|
|  | LIMIT      | DEDUCTIBLE/SIR | ANNUAL PREMIUM |
| Excess Crime:                                  |            |                |                |
| Travelers Casualty & Surety Company of America |            |                |                |
| Employee Dishonesty, Incl Faithful Performance | \$ 500,000 | \$ 501,000     | \$ 1,150.90    |
| Theft, Disappearance & Destruction In/Out      | \$ 500,000 | \$ 501,000     |                |
| Computer Fraud, Incl Funds Transfer Fraud      | \$ 500,000 | \$ 501,000     |                |
| Forgery/Alterations                            | \$ 500,000 | \$ 501,000     |                |
|  |            |                |                |
|  |            | Fees           | \$ 5.08        |

See **Attachment A. Coverage Document** for exposure and policy information.

**POLLUTION:**

| LINE OF COVERAGE                                  | 2023/2024             |                |                |
|---|-----------------------|----------------|----------------|
|   | LIMIT                 | DEDUCTIBLE/SIR | ANNUAL PREMIUM |
| Pollution:  | 3-Year Term - Prepaid |                |                |
| Indian Harbor Insurance Company (XL)              | 10/1/2021 - 10/1/2024 |                |                |
| Each Pollution Condition                          | \$ 1,000,000          | \$ 25,000      | Prepaid        |
| Aggregate Limit (Maximum paid during policy term) | \$ 3,000,000          |                |                |

See **Attachment A. Coverage Document** for exposure and policy information.

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