



PASCO COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
8919 GOVERNMENT DRIVE
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 847-8194
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www.PascoCountyFL.net

REQUEST FOR PROPOSALS (RFP)

RFP NO. 07-119

PROPERTY AND CASUALTY INSURANCE BROKER SERVICES

Pasco County, Florida (the County), is seeking proposals from qualified property and casualty insurance brokers to act as the County's broker of record.

The Pasco County Purchasing Department will receive sealed responses until **3:00 p.m.**, local time, (our clock) on **May 25, 2007**, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Responses received after this time will not be accepted. Responses will be publicly opened at the above stated time and date, with only the names of the offerors submitting proposals being read. All interested parties are invited to attend. Offerors shall submit six (6) proposal copies. Each copy of the proposal shall be bound in a single volume.

Questions concerning the scope of work, response submittal, or process should be directed, in writing, to the Purchasing Director, Scott Stromer. Questions may be faxed to (727) 847-8065.

Copies of the RFP Documents may be obtained from the Purchasing Department at no cost. The County is not responsible for expenses incurred in prior to award by the Board of County Commissioners. Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities. We look forward to receiving your response.

Scott Stromer
Purchasing Director

IMPORTANT! - PLEASE READ CAREFULLY BEFORE RESPONDING

GENERAL PROVISIONS

ACKNOWLEDGMENT OF AMENDMENTS

Offerors shall acknowledge receipt of any amendment to the solicitation by letter, by returning a copy of the issued amendment with the submittal, or notation on the submitted proposal. The acknowledgment must be received by Pasco County by the time and at the place specified for the receipt of proposals. Failure to acknowledge an issued amendment may result in submittal rejection and disqualification.

ADDITIONAL INFORMATION

Questions concerning this request must be submitted in writing to Scott P. Stromer, Purchasing Director, Pasco County Purchasing Department; 8919 Government Drive; New Port Richey, Florida 34654; fax machine number (727) 847-8065. Offerors are cautioned that any statements made by individuals, or employees of Pasco County, that materially change any portion of this request shall not be relied upon unless subsequently ratified by a formal written amendment. No questions will be accepted after ten (10) days prior to the date set for opening.

ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

APPLICABLE LAW

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the offeror will in no way be a cause for relief from responsibility.

CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract will be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to the County, Pasco County reserves the right to cancel and obtain from another source any services which have not been provided within the required period of time, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the County.

CONFLICT OF INTEREST

The contractor, by responding to this request, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the offer of services specified in this request.

CONTRACT TERM AND REQUIREMENTS

It is the County's intent to develop an ongoing contract for the services specified herein, contingent upon the appropriation of funds. The contents of the proposal submitted by the successful firm, with any amendments or subsequent revisions, will become part of the resulting contract.

COPYRIGHT

The successful contractor shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the resulting contract. The contractor further agrees to execute such documents as Pasco County may request to effect such transfer or assignment. Further, the contractor agrees that the rights granted to Pasco County by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this Request for Proposals shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this Request for Proposals shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

DEBARMENT

By submitting a response, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

EXPENSES INCURRED IN PREPARING PROPOSAL

Pasco County accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the services in accordance with the contract terms and conditions, Pasco County may procure the services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids, proposals, or proposals to Pasco County for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

INSURANCE REQUIREMENTS

Prior to execution of a contract and prior to the time the contractor is entitled to commence any part of the project, work, or services under such a contract, contractor should procure, pay for, and maintain the insurance coverages and limits, as required by the County. Said insurance shall be evidenced by delivery to the County of 1) certificates of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract. Exact insurance coverage and limits will be specified in the resulting contract.

INFORMALITIES AND IRREGULARITIES

The Pasco County Board of Commissioners reserves the right to reject any or all responses in whole or in part; and/or accept the responses/proposals which are most advantageous and in the best interest of Pasco County.

NONAPPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of nonappropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancelation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and Pasco County shall not be obligated under this contract beyond the date of termination.

NONCONFORMING TERMS AND CONDITIONS

A response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as nonresponsive. Pasco County reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its response prior to a determination by Pasco County of nonresponsiveness based on the submission of nonconforming terms and conditions.

PRINCIPAL PERSONNEL

Principal or key personnel included in the proposal may not be substituted without prior written approval of Pasco County. Replacements for key personnel under contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. Approval of substituted personnel will not be unreasonably withheld by Pasco County.

PROPOSAL ENVELOPES

Envelopes containing responses must be sealed and marked in the lower left hand corner with the request number, and date and hour of opening. Failure to do so may cause the offeror's proposals not to be considered. Express Company, or Express Mail envelopes containing a sealed response shall also be sealed and marked in the lower left hand corner with the request number, and date and hour of opening.

PUBLIC INFORMATION

Upon public opening of all responses presented to Pasco County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

RECOVERY OF MONEY

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

RESERVATION OF RIGHTS

Pasco County may (1) amend or modify this RFP, (2) revise requirements of this RFP, (3) require supplemental statements or information from any firm, (4) accept or reject any or all responses, (5) extend the deadline for submission of responses, (6) negotiate or hold discussions with any offeror and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (7) cancel this RFP, in whole or in part, if Pasco County deems it in its best interest to do so. Pasco County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of response or otherwise.

RESPONSE RECEIPT AND OPENING

Pasco County will receive sealed responses until the date and time indicated on the cover. Responses must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 8919 Government Drive, New Port Richey, Florida, where they will be opened at the stated time, **READING ONLY THE NAMES OF THE SUBMITTING OFFERORS**. Responses must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover. Responses received after the date and time of the opening will be received, date stamped, and returned to the offeror unopened. It is the responsibility of the offeror to ensure that responses arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late responses. **FACSIMILE (FAXED) RESPONSES WILL NOT BE ACCEPTED, AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.**

RIGHT TO AUDIT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

VERBAL COMMUNICATIONS

No oral statement of any person shall modify or otherwise affect the terms, conditions, requirements, or scope of work specified herein. All modifications must be made in writing by Pasco County.

END OF GENERAL PROVISIONS

STATEMENT OF WORK

INTRODUCTION

Pasco Board of County Commissioners is soliciting proposals from property and casualty insurance brokers for a broker of record. The County will select for further consideration those firms that indicate appropriate experience and qualifications in the areas identified in this Request for Proposals (RFP). Responses shall contain evidence of the firm's experience and abilities in the areas outlined in the Scope of Work, and in other disciplines directly related to the services required or indicated by the information provided about the County and its risk and insurance management program. Other information required by the County may be included elsewhere in this RFP.

BACKGROUND INFORMATION

Pasco County was established June 2, 1887. The County has a constitutional form of government and is comprised of a Board of 5 County Commissioners that are elected at large. The County provides a variety of services to its population.

1. The County presently owns approximately \$435,199,921.00 in property.
2. The County's 3,570 employees serve a population of 406,000.
3. The 2006/2007 Fiscal Year Budget is \$1,097,055,937. The County operates on an October 1 through September 30 fiscal year.
4. The County has 38 parks, 7 library branches, and 24 fire stations.
5. The County covers 745 square miles containing 1,488 miles of paved roads, 195 miles of unpaved roads and 44 bridges.
6. The County's water system serves a total of 98,000 customers producing, on average, 33 million gallons of potable water daily.
7. The County operates 9 wastewater treatment plants and a sludge processing facility.
8. The County also owns a Waste-to-Energy facility.

SCOPE OF WORK

The purpose of this RFP is to select one qualified firm to provide a full range of risk management services and become the County's property and casualty broker of record.

The scope of work of the selected broker shall include but not be limited to the following:

1. Provide recommendations to enhance the risk and insurance management program based on this review.
2. Provide names of qualified insurance companies that may be approached for insurance premium quotations.

3. Provide an opinion regarding the long-term financial security of these qualified companies.
4. Provide trended values for property insurance policies.
5. Prepare insurance specifications for review and approval by the County's Risk Manager 60 days prior to renewal.
6. On the basis of instructions from the County, solicit bids based on insurance specifications and submit bids to the County at least 30 days prior to expiration; such bids will include a comparative analysis of price, coverage and security with other competitive bids.
7. Prepare a working summary for the County of each policy including key terms, conditions and endorsements and maintain summary up to date (outline will be approved by the County Risk Manager).
8. Assist the County Risk Manager in the negotiation for other insurance coverages, as directed by the Risk Manager.
9. Submit to the County an annual report including the following:
 - A. Schedule of all insurance in force, showing expiration dates, net and gross annual premiums, limits and deductibles/retentions.
 - B. Detailed losses for each policy, both paid and reserved, summarized for the previous fiscal year and for a five-year period, segregated by cause.
 - C. Schedule of trend and development factors for past losses.
 - D. Comments on the status of major losses incurred during the year.
 - E. Comments on major pending risk control recommendations.
 - F. Assessment of current conditions of insurance market and outlook for market over next 12 months.
 - G. Fee or other compensation for the coming year.
 - E. Philosophy on retention for various policies, based on market conditions.
10. Schedule quarterly meetings with Risk Manager to discuss exposure changes and general administrative matters.
11. Analyze the County's exposure to loss, adequacy of coverage and develop options on coverage not presently purchased by the County.
12. When requested, coordinate notice of claims and/or losses to underwriters.
13. Prepare requested insurance certificates and endorsements as requested by the Risk Manager.

14. Obtain answers from underwriters to policy coverage questions as requested.
15. Prepare and submit special reports, loss analyses, etc. as requested.
16. Assist County in developing insurance requirements, as requested, for various contracts (design, construction and service). Review certain leases, agreements for insurance requirements, assumption of liability and other risk management issues as requested.
17. Submit annual evidence of agents' and brokers' professional liability insurance with agreed upon limits.
18. Assist in the preparation and/or handling of all first and third party claims, as requested.
19. Follow-up for timely issuance of all policies and endorsements and submit originals to the County's Risk Manager.

MINIMUM QUALIFICATIONS

The broker of record must meet the following requirements in order to be considered:

1. Licensed as an insurance broker in the State of Florida.
2. Minimum of ten years of experience with insurance being your primary business.
3. Experience with Florida Counties with an annual property/casualty premium in excess of \$500,000. Firm must have had at least five County clients.
4. Experience with Florida Governmental Entities with five clients with over \$500 Million in total insurable values. Firm must have at least five such governmental clients.
5. Experience with insurance for a generating electrical utility or "waste-to-energy plant."

SUMMARY OF CURRENT COVERAGE FOR PASCO COUNTY

COVERAGE	CURRENT INSURER
Boiler & Machinery	Travelers Property Casualty Co.
Professional Liability/EMT/S.A.V.E.	Landmark American Insurance Co.
Ocean Marine	Hartford Insurance Co. of the SE
Environmental Liability	Indian Harbor Insurance Co.
Storage Tank Liability FPLIPA	Commerce & Industry Insurance Co.
Blanket Crime	Travelers Casualty & Surety Co,
Excess Workers' Compensation	State National
Excess General/Auto Liability	State National
Resource Recovery Plant – Property	Starr Technical Risk/ACE American
Resource Recovery Plant – G L	Federal Insurance Company
Resource Recovery Plant Umbrella	Federal Insurance Company
Florida Statutory A D & D (Firefighters/Law Enforcement)	National Union Fire Insurance Co.
Public Official Bonds	Liberty Mutual Insurance Co.
Property (including valuable papers, traffic signals contractor's equipment, EDP, antiques, towers and communications)	Lexington Ins./Landmark American

END OF STATEMENT OF WORK

RESPONSE FORMAT

To ensure fair and equitable evaluation, proposals must be organized into the following separate sections:

Corporate Experience and Capacity:

The offeror shall provide the following:

- (1) A history of the firm's experience providing the specified, services to similar-sized government or other entities.
- (2) A description of the firm's organizational structure, including resumes of the principal and professional staff who will be engaged to work directly with the County.
- (3) The offeror's disclosure of any potential conflict of interest due to any other clients, contracts, or property interests. Include statement certifying that no member of your firm's ownership, management, or staff has a vested interest in any aspect of, or department of Pasco County.

References:

The offeror shall provide a comprehensive list of references for services of similar scope and discipline as specified in this RFP. A minimum of three (3) references must be provided. Reference information must include:

- (1) Client Information (client name, contact person, address, and phone number).
- (2) When the services were provided (start date, end date).
- (3) Detailed description of the services (must be related to the scope of work specified herein).

Questionnaire:

The offeror shall answer all questions included in the attached questionnaire (Exhibit A).

Proposal & Cost:

- (1) A concise statement why the County should select your firm for the specified services.
- (2) A comprehensive fee schedule for the services offered in response to this solicitation. The schedule is for review only. Actual fees will be negotiated.

END OF RESPONSE FORMAT

REVIEW AND ASSESSMENT

Professional firms will be evaluated on the following criteria. Firms submitting a proposal in response to the RFP may be required to give an oral presentation to County representatives. The County's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The County reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.

1. The firm's qualifications and successful experience providing the specified services local governments, of similar size and scope.
2. Completeness of firm's response to this RFP.
3. Cost.

The offeror may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give past work history and references in order to satisfy Pasco County with regard to the offeror's assigned personnel. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the same to perform the work, and the offeror shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject any response if the evidence submitted by, or investigation of, the offeror and assigned personnel fails to satisfy the County that such is(are) properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's proposal shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. The ability of the offeror and assigned personnel to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the offeror; and
4. The quality of performance of previous contracts or services.

EXHIBIT A

QUESTIONNAIRE

This form is to be used for submitters to provide basic information and specific qualifications to be considered for Property/Casualty Broker of Record for the Pasco County Board of County Commissioners. Add additional sheets, if necessary to fully answer the questions.

1. Insurance Agent/Insurer Representative_____
2. Firm Name_____
3. Address_____
4. Telephone_____ Fax_____ Email_____

INSURANCE AGENT/INSURER REPRESENTATIVE

5. How many years have you been in the insurance business?_____
6. How many years have you been with your present firm?_____
7. Have you attached background information on your self, e.g. resume'_____
8. How many Florida public entities do you service?_____
9. How many Florida Counties do you service?_____
10. Have you attached an explanation of your experience with other large accounts and public entities of similar size, complexity and magnitude?_____
11. Will you provide the scope of agent services as outlined in the RFP?_____
12. Will you commit to proactive and aggressive pursuit of negotiation of favorable policy terms, conditions and pricing of insurance coverage?_____
13. Have you attached examples of proactive and aggressive negotiation experience?_____

FIRM BACKGROUND

14. How many years has your firm been in business?_____
15. Which Florida office of your firm will provide ongoing services to the County?_____

16. Will any other offices be involved; to what extent? Be specific_____

17. Have you provided background information on the range of your firm's services? _____

18. How many Florida public entity clients does the firm service? _____

19. How many Florida Counties does the firm service? _____

20. Have you attached an explanation of your firm's experience with other public entities of similar size, complexity and magnitude? _____

21. What is your firm's Florida premium volume? _____

22. Approximately what percentage of the firm's Florida business are public entities, in revenue volume, e/g. commissions, fees? _____

23. Based on your experience over the past six months, what premium increase percentage, increased windstorm deductible and limits availability should the County expect in its 2007/2008 property insurance renewal? _____

24. Are you comfortable that if you are selected that you will indeed secure sufficient property insurance for the County's October 1, 2007 renewal, and if so, Why? _____

25. Are the key persons likely to be designated to service the County's account appropriately licensed by the State of Florida? Please list the following:

Name	Type(s) of License(s)	Years Serving Public Entities
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

26. Have you attached details of the experience of these persons with Florida public entities with similar size and complexity as the County? _____

27. Have you provided specifics on agency personnel (employees or subcontractors other than staff of insurance companies) who are likely to be utilized in performing desired inspection and loss control services? _____

28. State the amount of errors and omissions insurance for the firm and the name of the insurer. _____

29. If you are invited to a finalist interview, are you willing to discuss with the Selection Committee investigations of alleged wrongdoings, litigation and/or settlements, and fines or penalties (in the US) involving your firm and the specific agents listed as projected to provide services to the County? _____

REMUNERATION

30. State your total remuneration (as commissions, fees, etc.) for the following coverages; and treat each coverage as if it might be separable from the others (you may indicate one or both methods of remuneration – either method is acceptable).

<u>Coverage</u>	<u>% of Premium up to Max Fee</u>	<u>(or) Flat Fee</u>
Property/Excess Property	_____	_____
Business Interruption	_____	_____
Inland Marine/EDP	_____	_____
Towers & Communications	_____	_____
Contractors' Equipment	_____	_____
Crime	_____	_____
Public Official Bonds	_____	_____
Boiler & Machinery	_____	_____
EMT Liability	_____	_____
Workers' Comp Excess	_____	_____
Environmental Liability	_____	_____
Storage Tank Liability	_____	_____
General Liability Primary/Umbrella	_____	_____

Can either of the above methods be chosen by the County, whichever is in the County's best interest? _____

Are these percentages and flat fees negotiable? _____

31. Will this remuneration be included within the premiums you propose, or will you propose net premiums to which this remuneration will be added? Explain _____

32. For how many years are you willing to guarantee this level of remuneration, regardless of premium changes? _____

33. Is your proposed remuneration inclusive of marketing activity and all services to be provided throughout the year? Explain any variables: _____

GENERAL

34. Have you disclosed the name of any officer, director, agent or other key person who is also an official or employee of the County? If none, state "None"_____

35. Have you disclosed the name of any official or employee of the County who owns, directly or indirectly, an interest of five percent or more in a proposing firm or any of its branches? If none, state "None"_____

36. Reasons for the County to qualify your firm: Provide details and the key reasons that your firm should be awarded the opportunity to be the County's broker/agent. Emphasize issues that make the firm unique, or give it special advantages over other service providers. Attach any relevant supplemental documentation or information that you think is relevant to your firm being selected.

37. Describe your ability to access, utilize and leverage your market preferences and other key insurance markets._____

38. Describe if you have exclusive access to unique and/or specialty programs and explain if you think the County would be better off with these markets and programs than with the current program._____

I have read and understand this Request for Proposals. I am submitting information based upon the representation that my firm is of sufficient size and capability and has sufficient experience to serve the County.

I understand that the County may conduct interviews with selected firms, and the County's decisions about interviews and selection shall be final.

The request by the County is understood to be a solicitation of background information and qualifications from firms that may be designated as Broker of Record. I represent that I am authorized to provide this information on behalf of my firm.

Signature

Printed Name and Title

Firm Name

Date

Phone