

**UTILITIES COMMISSION  
City of New Smyrna Beach  
RFP#9-17 Agent of Record**

**REQUEST FOR PROPOSAL**

The Utilities Commission, City of New Smyrna Beach, Florida (**COMMISSION**) is seeking proposals from qualified vendors for:

**Agent of Record**

Notice is hereby given that sealed proposals will be received at 200 Canal Street, New Smyrna Beach, FL 32168, until **2:30 P.M.** on **March 22, 2017** at which time they will be publicly opened in the 3<sup>rd</sup> floor DeBerry Room.

<b>Submit</b>	Maureen Crossman, CPPB	<b>Mailing</b>	Post Office Box 100
<b>Proposals To:</b>	Materials Manager	<b>Address:</b>	New Smyrna Beach, FL
	Utilities Commission,		32170-0100
	City of New Smyrna Beach		200 Canal Street
	(386) 424.3046 Voice	<b>Walk In</b>	New Smyrna Beach, FL
	(386) 424.2748 Fax	<b>Delivery:</b>	32168
	MCROSSMAN@UCNSB.ORG		

**Proposers must indicate on the sealed envelope the following:**

- A. RFP Number**
- B. Hour and Date of Opening**
- C. Name of Proposer**

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**PROPOSAL SCHEDULE**

- DISTRIBUTION OF THE REQUEST FOR PROPOSAL: **February 1, 2017**
  
- DEADLINE FOR FINAL QUESTIONS BY 2:30 P.M.: **March 1, 2017**
  - E-MAIL TO [MCROSSMAN@UCNSB.ORG](mailto:MCROSSMAN@UCNSB.ORG)
  
- ADDENDUM PUBLISHED BY 5:00 P.M.: **March 8, 2017**
  
- PROPOSAL RETURN DEADLINE BY 2:30 P.M.: **March 22, 2017**
  - LOCATION: **RECEPTION  
UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FL.  
200 CANAL STREET  
NEW SMYRNA BEACH FL, 32168**

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**GENERAL TERMS AND CONDITIONS**

1. **INSTRUCTIONS TO PROPOSERS:** To insure consideration of your proposal, please follow these instructions. Proposals not in compliance with conditions specified herein are subject to rejection.
2. **SEALED PROPOSALS: AN ORIGINAL PROPOSAL AND 3 COPIES plus a USB Flash Drive** must be in the Finance Department by the date and time specified
  - a. Name and address of Proposer
  - b. RFP number
  - c. Date and time of RFP Opening
3. **COMMISSION:** The term **COMMISSION** used herein refers to the Utilities Commission, City of New Smyrna Beach, Florida, or its duly authorized representative.
4. **PROPOSER:** The term **PROPOSER** used herein refers to the dealer/manufacturer/vendor or business organization submitting a proposal to the **COMMISSION** in response to this solicitation.
5. **COLLUSION:** The **PROPOSER** hereby attests that the prices in this offer have been arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.
6. **PRICE WARRANTY:** The **PROPOSER** warrants that the prices of the items set forth herein do not exceed the prices charged by the **PROPOSER** under a contract with the State of Florida.
7. **QUESTIONS REGARDING PROPOSAL:** **COMMISSION** has made every effort to provide prospective vendors with the information needed to appropriately respond to this RFP. **COMMISSION** realizes that some clarification, interpretation, or additional information may be required.

**Questions regarding any portion of this RFP shall be directed, in writing, to:**  
Utilities Commission, City of New Smyrna Beach  
Maureen Crossman, CPPB  
Materials Manager  
[mcrossman@ucnsb.org](mailto:mcrossman@ucnsb.org)  
or  
P.O. Box 100  
New Smyrna Beach, FL 32170-0100

All such requests must be received no later than 2:30 PM, Eastern Standard Time, **March 1, 2017**. Responses to all requests for more information will be included in any addenda and will be made available to all **PROPOSERS** on **March 8, 2017**

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Requests for additional information received after the **March 1, 2017** deadline will not receive a response. Responses will **not** be made orally.

Any additional information pertaining to this RFP or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. **COMMISSION** will not be bound in any way by information so obtained, or by a **PROPOSER**'s reliance thereon.

8. **INVOICES**: All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.
9. **BID FORM**: A Bid Form is provided and a completed original and one duplicate copy shall be returned in a **sealed envelope properly marked with Bid number and acknowledgment of receipt of addenda where applicable**. It is incumbent upon each **PROPOSER** to ensure that they have received all addenda before submitting their **PROPOSALS**.
10. **PREPARATION OF PROPOSAL**: All information shall be entered in ink, typewritten or produced by computer. It is your responsibility to make certain that unit prices and extended prices are correct. The **COMMISSION** will not be responsible for errors or omissions made by proposer in determining proposal price (s). The proposal must contain a manual signature of an authorized representative of the agency proposing. In order to insure uniformity, proposals must be submitted on this Proposal Form and the attached pages.
11. **OBLIGATION OF PROPOSER**: By submitting a proposal, the Proposer covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
12. **AMENDED OR WITHDRAWN PROPOSALS**: Proposals may be amended or withdrawn only by written notice prior to the **PROPOSAL** opening. Amendments will only be accepted in the form of a new **PROPOSAL** package. The proposer must pick up the original RFP package and submit an amended sealed proposal prior to the RFP's closing date and time. Amendments or withdrawals received after the RFP opening will not be effective, and the original RFP submitted will be considered.
13. **PUBLIC ENTITY CRIMES**: UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category two for a period of 36 months from the date of being placed on the convicted vendor list. See attachment "A".

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14. **CONSIDERATION OF PROPOSALS:** The **COMMISSION** reserves the right to award the contract to the Proposer(s) that the **COMMISSION** deems to offer the best overall proposal. The **COMMISSION** is therefore not bound to accept a proposal on the basis of lowest price. In addition, the **COMMISSION** at its sole discretion, reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the **COMMISSION** to do so. The **COMMISSION** also reserves the right to make multiple or split awards if it is deemed to be in the **COMMISSION'S** best interest. The **COMMISSION** shall not be responsible for any cost or expense incurred by the Proposer in preparing or submitting a proposal or any cost prior to the execution of a contract agreement.
15. **TIE PROPOSAL:** In the event of a tie proposal where quality and service are equal; a preference is given to vendors submitting, with the proposal, a certification of a drug free work place in accordance with Section 287.087 Florida Statutes. Where tie proposals are between proposers, one of which is located in Volusia County and the other proposer is not, the recommended award shall be to the local proposer. Past Performance-Consideration will be given to a vendor based on previous history and performance on similar Utilities Commission projects or requirements. Delivery availability or completion period. Capacity to perform in terms of service availability, facilities, personnel or financial availability. Closeness to delivery point. If **all** conditions are equal, a flip of a coin, with two witnesses present, shall be the deciding factor.
16. **SUBMITTING PROPOSALS:** Proposals shall be **addressed and mailed or delivered as specified on page one (1) to 200 Canal St. New Smyrna Beach, Florida 32168.**
17. **NO PROPOSAL:** In the event a Request for Proposal is returned as a no bid, "**NO PROPOSAL**" shall be properly marked on the outside of the envelope with the RFP number.
18. **REJECTED PROPOSAL:** The **COMMISSION** reserves the right to reject proposals containing any additional OR EXCLUDED terms or conditions not specifically requested in the original conditions and specifications.
19. **AWARDS:** Awards shall be made as required for the best interest of the **COMMISSION**. The right is reserved to make award(s) by individual items, group of items, all or none, or any combination thereof, with one or more suppliers.

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20. **CHANGES:** **COMMISSION** may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such changes cause an increase or decrease in the cost of or in the time required to perform such work, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance
21. **CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE CONTRACTING ENTITY/LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER ELECTED OFFICIALS:** No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the **COMMISSION** who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.
22. **EMPLOYEE CONFLICT OF INTEREST:** It shall be unethical for any **COMMISSION** employee to participate directly or indirectly in a procurement contract when the **COMMISSION** employee knows that:
- (1) The **COMMISSION** employee or any member of the **COMMISSION** employee's immediate family has a financial interest in the procurement contract; or
  - (2) Any other person, business, or organization with whom the **COMMISSION** employee or any member of a **COMMISSION** employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
- A **COMMISSION** employee or any member of a **COMMISSION** employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
23. **GRATUITIES AND KICKBACKS:**
- (1) **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any **COMMISSION** employee or former **COMMISSION** employee, or for any **COMMISSION** employee or former **COMMISSION** employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity **COMMISSION** in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
  - (2) **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or

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higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

24. **Indemnification for Tort Actions/Limitation of Liability-** The provisions of Florida Statute 768.28 applicable to the Utilities Commission, City of New Smyrna Beach apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Utilities Commission acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the Utilities Commission acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The Utilities Commission shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the Utilities Commission, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the Utilities Commission .

Provided, however, if the contract between the Utilities Commission and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the Utilities Commission, shall be limited to an obligation to indemnify or hold harmless the Utilities Commission, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.



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**CERTIFICATION OF DRUG-FREE WORKPLACE FORM**

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

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

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

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VENDOR SIGNATURE

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**PUBLIC ENTITY CRIMES FORM  
SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUTES**

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

1. This sworn statement is submitted Bid, Bid or Contract for **AGENT OF RECORD SERVICES FOR THE UTILITIES COMMISSION CITY OF NEW SMYRNA BEACH**
2. This sworn statement is submitted by \_\_\_\_\_  
[name of entity submitting sworn statement] whose business address is: \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a “public entity crime” as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (91) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand the “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means: (1) A Predecessor or Successor of a person convicted of public crime: or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.

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**Public Entity Crimes Statement**

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

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

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

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

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

---

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

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
[name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_ Personally known to me, or  
Produced Identification: \_\_\_\_\_

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Notary Public \_\_\_\_\_ Print, Type or Notary Stamp \_\_\_\_\_ Type of I.D. \_\_\_\_\_

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**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER FORM**

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

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

\_\_\_\_\_, being first duly sworn, deposes and says that:

He/she is \_\_\_\_\_ of \_\_\_\_\_, **PROPOSER** that has submitted the attached **PROPOSAL**;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Neither the said **PROPOSER** nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other **PROPOSER**, firm or person, to fix the price or prices in the attached Bid or of any other **PROPOSER**, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other **PROPOSER**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **COMMISSION**.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the **PROPOSER** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Title

My Commission Expires: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>								

**OR**

<b>Employer identification number</b>								

**Note.** If the account is in more than one name, see the chart on page 4 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. person (including a U.S. resident alien).

**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 on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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**VENDOR APPLICATION**

In addition to General conditions, your **PROPOSAL** may be disqualified if the following vendor information is not returned with your **PROPOSAL**.

Vendor is:

- (        ) Corporation
- (        ) Partnership
- (        ) Sole Proprietorship
- (        ) Other \_\_\_\_\_ (Explain)

Federal Employer Identification  
Number or Social Security Number: \_\_\_\_\_

Do you collect Florida State Sales Tax? (        ) Yes (        ) No

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

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

Email Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

Commodity or Service Supply: \_\_\_\_\_

If vendor is quoting, as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the vendor, so indicate.

If remittance address is different from the mailing address so indicate below.

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

Name & Title Printed: \_\_\_\_\_

**UTILITIES COMMISSION  
City of New Smyrna Beach  
RFP#9-17 Agent of Record**

**QUESTIONNAIRE**

Additional space may be required. Please answer questions in the order presented. All questions must be answered or PROPOSER may be disqualified.

1. Has your company ever been denied insurance or had insurance canceled?
2. Is your company bondable? Has your company ever been denied bond?  
If yes, explain.
3. Can your insurance company produce a certificate of insurance stating your limits and naming COMMISSION as an Additional Insured?
4. Since January 1, 2011, has your company been a defendant in any lawsuits?
5. Is your company a subsidiary or otherwise legally affiliated with any other company?
6. Is your company rated by Dunn & Bradstreet or any other rating agency?  
If yes, what is the name of the agency and rating?
7. Is your company in any stage of bankruptcy, including initial filing?
8. Has your company been disbarred by the Federal Government or any State Government?
9. How many employees does your company have?

Staff Employees: Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

Contract Employees: Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

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**REQUIRED DISCLOSURE**

At its sole discretion, the **COMMISSION** may reject any proposer the **COMMISSION** finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the **COMMISSION** to lack honesty, integrity, or moral responsibility. The discretion of the **COMMISSION** may be exercised based on the **COMMISSION'S** own investigation, public records, or any other reliable sources of information. By submitting a proposal, **PROPOSER** recognizes and accepts that the **COMMISSION** may reject the proposal based upon the exercise of its sole discretion and proposer waives any claim it might have for damages or other relief resulting from the rejection of its proposal based on these grounds.



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**3 GENERAL INFORMATION**

The Utilities Commission, City of New Smyrna Beach, Florida seeks the services of an Insurance Agent of Record (Agent) to provide innovative benefit plan design and effective health care choices for approximately 150 full time employees. Insurance Brokers/Agents licensed to do business in the State of Florida are invited to submit proposals to provide service for the following: (a) Group Health Insurance; (b) Group Dental Insurance; (c) Group Short and Long Term Disability Insurance; (d) Group Basic Life and Accidental Death and Dismemberment Insurance; (e) Group Vision Insurance; (f) Supplemental Insurance (i.e., cancer, accident); (g) Electronic enrollment (for open enrollment periods).

This RFP is not an authorization to approach insurers or other underwriting sources on behalf of the Utilities Commission. We specifically request that no insurance market contact or solicitation be made on behalf of U.C. at this time and that no insurance market reservations or commitments be made for any purpose as respects any insurance or reinsurance to be provided for the U.C.

**4 SCOPE OF SERVICES**

**Qualifications**

1. The offeror must have a staffed office in Central Florida.
2. The offeror must provide a copy of their State of Florida insurance license with their response.
3. The offeror must have acted as a full-service Broker/Agent for a Florida local government for at least four (4) years and have expertise and training in the fields of group life, health and related insurance programs. Professional designations in the benefit field (i.e. CEBS- (Certified Employee Benefit Specialist), RHU-Registered Health Underwriter) and in the financial planning field (i.e. CFP-Certified Financial Planner, ChFC-Chartered Financial Consultant) are a plus.
4. The offeror must be fully HIPAA compliant and their employees must be trained in the requirements of the HIPAA Laws.

**Requirements**

The selected offeror will provide a full range of services including but not limited to innovative plan design, funding alternatives, risk identification, risk exposures, insurance placement, written analysis and recommendations. Specific responsibilities include but are not limited to the following:

Negotiate annual renewal of coverage from carriers for Major Medical, Prescription Drug, Dental, Basic Life, AD&D, Supplemental, Vision and Short and Long Term Disability coverage. Seek competitive quotes from other health benefit carriers and provide advice and recommendations for consideration.

Review policies and endorsements for accuracy and conformance with negotiated coverage. Ensure the timely issuance of policies and endorsements to the U.C.

Analyze and review all health benefit carrier proposed settlements, claims history, group utilization, claims processing, and other plan costs and expenses to provide information and recommendations to the U.C.

Assist the HR Department in claims adjudication or grievances/appeals relating to insurance benefits issues. Assist the U.C. with health benefit plan administration, wellness and preventive

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insurance management and provide information on new laws, regulations and procedures in the area of health benefit administration.

Assist the HR Department in the processing of annual electronic enrollments.

Provide the Human Resources Manager with reasonable preliminary renewal figures during the budget process.

Attend on request, U.C. meetings, budget meetings, and other negotiation meetings, whenever necessary.

Assist the HR Department with required employee presentations, education sessions, and organizing annual open enrollments or health fairs if requested.

The offeror ultimately selected through this RFP will be responsible for assisting the U.C. with all aspects of its health insurance consulting/agent services and for the management of all aspects of the U.C.'s health and benefits insurance programs listed in No. 1 above.

Identifying issues and exposures and negotiating on U.C.'s behalf with insurance carriers; keeping the U.C. informed of significant developments affecting its insurance coverage. The Offeror selected as the U.C.'s Agent shall be authorized to represent and assist the U.C. in discussions and transactions with all insurance carriers, provided that the Agent shall not place any insurance on behalf of the U.C. unless so authorized in writing by the U.C.

Following up with insurance carriers for timely issuance of policies and endorsements.

Reviewing policies and endorsements for accuracy and conformity to specifications and negotiated coverage.

All annual rate renewal reports shall include the following:

Executive Summary – include key findings and recommendations; (recommendations can include, in addition to rate actions, the removal of plans or corrective actions, new benefit recommendations or deletions of old benefits, and revised programs, updates on Healthcare Reform and historical highlights (overall historical trends in membership)

Enrollment history and claims trends.

Analysis of Health Care trends: methodology for prediction of trend.

Financial Projections – determination of past period to project need for renewal.

Development of Rate Renewal –analysis will include identification of plan costs and utilization trends and how those trends parallel or vary from known general experience for other carriers Statewide.

Presentation of Premium Rates.

U.C. claims experience will be provided to the Human Resources Manager (HRM) on a quarterly basis.

During the second quarter of each year, the Agent will provide the HRM with a written projection of costs and proposed rate renewal for the following fiscal year.

Assist in preparation of educational materials. Provide assistance in technical writing and plan highlights as requested.

Design of New Programs or Benefits. Upon the written request of the U.C., the Agent shall provide expert assistance, and advice in the design of new benefits, and will independently recommend new programs.

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Evaluation of Proposed or Enacted Legislation. The Agent is expected to immediately advise the U.C. of pending or enacted Federal and State legislation affecting the U.C. Upon the written request of the U.C., the Agent shall advise of the financial/administrative impact of State or Federal legislation on the U.C. and assist in the implementation of changes made necessary by such legislation.

**4.3 SPECIFIC ITEMS TO BE ADDRESSED IN YOUR PROPOSAL RESPONSE**

The following items must be clearly addressed in the proposal response agent services for the benefit program.

1. A narrative statement that the Offeror understands the U.C.'s needs and goals.
2. What percentage of your firm's current clients are public employers?
3. Describe the proposed management of the account as detailed as possible, (use bullet listing) including the identification of the account executive directly responsible for the overall management of the account. The industry-specific experience and functions of the account executive are to be clearly outlined along with the roles and identification of support personnel for the account.
4. Identify the other employees who will be assigned to service the account of the U.C. Highlight their experience in the service area they will provide, along with resumes.
5. Outline the program the account team will implement in working with the Utilities Commission administration and staff to provide transition in new and/or existing programs, to communicate the scope of benefits program with employees. Outline the administrative support and organization included by the agent services team for carrier changes
6. Describe your experience and relationship with the U.C.'s insurance carriers. These vendors include: Florida Health Care, The Standard, EyeMed Vision Care, Colonial Life and Accidental Insurance Company, Principal Financial Group, and ICMA-RC.
7. Provide a sample of the information which would be provided to the U.C. detailing the outcome of your renewal negotiation efforts, and analysis of competitive markets.
8. How will the firm routinely serve the U.C. in the annual enrollment process, written communications, employee meetings, employee information updates, employer responsibilities updates and benefits usage & limitations.
9. Does your firm provide a toll free number and/or internet access and support? What access will be made available to administrators? Outline the response process and timeframe for addressing needs and/or concerns of the U.C.'s administration.
10. Describe the firm's methods for development of specifications to obtain competitive health insurance policy quotes and the means of communicating with the U.C. administration the results. Outline the calendar for the process to be followed.
11. Describe how your firm will review plan documents for compliance with applicable laws and contracted agreements. Describe how the firm will support the U.C.'s personnel in comprehending and implementing compliance and processes for HIPAA.

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12. Describe your firm's commitment to the responsibility for representing accurately the scope of coverage being made available by the carriers recommended and selected in the quoting process.

13 Describe how your firm will conduct annual fiduciary reviews of our retirement product(s) for compliance with applicable laws and contracted agreements.

4.4 FEE

Describe your method of compensation for your services. Discuss how your method of compensation will be transparent and reported to our team. Does your company accept any carrier overrides? If on a commission basis, would your company be taking any form of compensations beyond the commission built into the premium rates? If selected, what are your methods of disclosing compensation to the U.C. and the frequency of that disclosure?

**THE TERM OF THIS CONTRACT IS ONE YEAR. THE UTILITIES COMMISSION RESERVES THE RIGHT TO EXTEND THIS CONTRACT FOR UP TO THREE ADDITIONAL ONE YEAR PERIODS UPON MUTUAL AGREEMENT IN WRITING.**

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**PROPOSER NAME:** \_\_\_\_\_

**PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION FACTORS  
Page 1 of 3**

Proposals shall include all of the information as listed below, and any additional information that the **PROPOSER** deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized for evaluation in tabbed sections. Submittals must be clear, concise, typed on letter size paper and individually bound. Submittals should contain no more than (30), double sided, single spaced pages, at least #10 fonts. Longer submittals may be discarded. The **PROPOSER** should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Failure to supply all of the information requested shall result in the proposal being excluded from consideration. The **COMMISSION** reserves the right to request information or clarification from **PROPOSERS** following the bid opening if omissions are deemed curable.

**COMMISSION WILL CONSIDER THE FOLLOWING WEIGHTED FACTORS IN THE EVALUATION OF THE PROPOSALS RECEIVED.**

**EVALUATION FACTOR # 1:      EXPERIENCE –                      MAXIMUM POINTS OF 45**

Qualifications and experience of the firm. This will be evaluated on the Firm’s experience as a whole as it pertains to the Statement of Work and proof of reliable financial backing. Qualifications and experience of those who will perform and oversee the work. Ability to meet with the UC’s representatives on short notice. Extensive background working with statutes and regulations, which govern the provision of service by local government and expertise in fiduciary reviews and administration of 401 (a) and 457 retirement plans. Statement of his/her understanding of work to be performed and U.C.’s approach to coverage. Services provided to enhance the service to employees.

**EVALUATION FACTOR # 2:      REFERENCES -                      MAXIMUM POINTS 15**

Past experience (minimum of four years) with similar local government entities.

**EVALUATION FACTOR # 3:      PRICING -                      MAXIMUM POINTS 25**

Describe your method of compensation for your services. Discuss how your method of compensation will be transparent and reported to our team. Does your company accept any carrier overrides? If on a commission basis, would your company be taking any form of compensations beyond the commission built into the premium rates? If selected, what are your methods of disclosing compensation to the U.C. and the frequency of that disclosure?

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**EVALUATION FACTOR # 4: COMPLETED FORMS - MAXIMUM POINTS 5**

Please complete the enclosed forms and attach here.

**Certification of Drug-Free Workplace**

**Public Entity Crimes**

**Non-collusion Affidavit**

**Request for Taxpayer Identification Number and Certification W-9 Form**

**Vendor Application**

**Questionnaire**

**Required Disclosure**

**Addenda Acknowledgement**

**Include a copy of your current Occupational License from an authorizing government agency**

**EVALUATION FACTOR #5: PROJECT SCHEDULE - MAXIMUM POINTS 10**

Work plan and time schedule.

For AGENT OF RECORD SERVICES, the total **MAXIMUM POINTS** for evaluation by Committee is **100**

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PROPOSAL FORM

PROPOSERS NAME: \_\_\_\_\_

The undersigned hereby declares that the following list states any and all variations from, and exceptions to, the requirements of the scope of work.

\_\_\_\_\_

These Prices are valid for orders placed within **ninety** days from date of award.

Submitted By:

Company \_\_\_\_\_

Name and Title \_\_\_\_\_ Signature \_\_\_\_\_

Telephone No. \_\_\_\_\_ e-mail \_\_\_\_\_

**The COMMISSION reserves the right to award the contract to the PROPOSER(s) that the COMMISSION deems to offer the best overall bid. The COMMISSION is therefore not bound to accept a bid on the basis of lowest price. In addition, the COMMISSION at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the COMMISSION to do so. The COMMISSION also reserves the right to make multiple or split awards if it is deemed to be in the COMMISSION'S best interest. The COMMISSION shall not be responsible for any cost or expense incurred by the PROPOSER in preparing or submitting a bid or any cost prior to the execution of a contract agreement.**

As representative for the PROPOSER, I have read and understand this statement.

Name and Title \_\_\_\_\_ Signature \_\_\_\_\_