



Emerald Coast Utilities Authority

**Request for Proposal
RFP NUMBER 2010-01**

**Insurance Agent/Broker Services
Employee Benefits and Insurance**

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RFP # 2010-01

**Insurance Agent/Broker Services
Employee Benefits and Insurance**

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REQUEST FOR PROPOSALS

PROPOSAL NUMBER: 2010-01

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A PROPOSAL ON ITEM (S) AS LISTED IN THIS PROPOSAL REQUEST. IT IS THE INTENT OF THE EMERALD COAST UTILITIES AUTHORITY TO RECEIVE PROPOSALS THAT WILL BE PUBLICLY OPENED AT **2:00 P.M., FEBRUARY 11, 2010** FOR THE FOLLOWING:

ITEM A – INSURANCE AGENT/BROKER SERVICES
EMPLOYEE BENEFITS AND INSURANCE

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00 P.M., **FEBRUARY 11, 2010**, BY THE PURCHASING AND STORES MANAGER, EMERALD COAST UTILITIES AUTHORITY, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA 32514. THE PROPOSALS RECEIVED WILL THEN BE PUBLICLY OPENED AND READ. THE EMERALD COAST UTILITIES AUTHORITY RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY PROPOSAL; REJECT ANY OR ALL PROPOSALS, IN WHOLE OR IN PART; RE-ADVERTISE A PROJECT, IN WHOLE OR IN PART; AND TO ACCEPT THE PROPOSAL THAT IN ITS JUDGEMENT IS THE BEST PROPOSAL OF A RESPONSIBLE RESPONDER. ECUA FURTHER RESERVES THE RIGHT TO ACCEPT ANY BID OR PROPOSAL IN WHOLE OR IN PART AND TO INCREASE OR DECREASE QUANTITIES AS MAY BE REQUIRED TO MEET THE NEEDS OF ECUA.

LEGAL ADVERTISEMENT

Sealed proposals for RFP 2010-01, Insurance Agent/Broker Services – Employee Benefits and Insurance, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., Central Time, Thursday, February 11, 2010, at which time proposals will be publicly opened and read. Specifications and information may be examined and obtained from ECUA, Purchasing and Stores Manager (850-969-3350). Proposals received after the closing time will be returned unopened. ECUA reserves the right to reject any or all proposals and re-advertise.

Advertised 01-10-2010

**Emerald Coast Utilities Authority
Purchasing Division
9255 Sturdevant Street
Pensacola, Florida 32514-7038
850-969-3350**

STATEMENT OF NO PROPOSAL

If you **do not** intend to make a proposal for this service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Emerald Coast Utilities Authority Vendors' list for this commodity/service.

We the undersigned, have declined to make a proposal on requested service **RFP Number 2010-01, Insurance Agent/Broker Services – Employee Benefits and Insurance** for the following reasons:

- _____ Specifications too "tight," i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Request For Proposals.
- _____ We do not offer this service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks:

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

NOTE: Statement of No Proposal may be faxed into the Purchasing Division (850-494-7229),
Attention: Helen Jolly

Section I

Information and Instructions

All these terms and conditions are a part of this proposal request.

1. Proposal schedule:

Proposals are presently scheduled to be publicly opened and read at 2:00 p.m., February 11, 2010 in the ECUA 2nd Floor Conference Room, Customer Service Building, 9255 Sturdevant Street, Ellyson Industrial Park. ECUA staff will review all proposals and forward their recommendations to the ECUA Citizens' Advisory Committee scheduled to meet at 2:00 p.m., March 17, 2010 in the ECUA Board Room, Building 942, 9250 Hamman Street, Ellyson Industrial Park. The ECUA's Citizens' Advisory Committee recommendation will be presented to the ECUA Board at their meeting scheduled for 3:00 p.m., March 25, 2010 in the ECUA Board Room, Building 942, 9250 Hamman Street, Ellyson Industrial Park.

2. Proposal submission:

All proposals to be considered must be in the possession of the Emerald Coast Utilities Authority Purchasing and Stores Manager. Proposals may be mailed or delivered to his office at 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida, 32514, in a sealed envelope clearly marked with the time and date of the opening. Regardless of the method of delivery, each proposer shall be responsible for his proposal(s) being delivered on time, as the Emerald Coast Utilities Authority assumes no responsibility for same. Proposals offered or received after the time set for the RFP opening will be rejected and returned unopened to the proposer.

3. Conviction of public entity crime:

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 (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

4. Proposal withdrawal:

No proposal may be withdrawn for a period of ninety (90) days from the opening of the proposals. Prices may not be modified during this period. Proposals may be withdrawn at any time prior to the RFP opening time.

5. Quote errors:

The following shall govern the correction of information submitted in a proposal when that information is a determinant of the responsiveness of the proposal:

- A) The Purchasing and Stores Manager prior to award may correct errors in the extension of unit prices, stated in the proposal or in multiplication, division, addition, or subtraction in a proposal. In such cases, the unit prices shall not be changed.
- B) No proposer shall be permitted to correct a proposal mistake after opening the proposals that would cause such proposer to have the lowest proposal, except that any proposer may correct errors in extension of unit prices stated in the proposal, or in multiplication, division, addition, or subtraction. In such cases, unit prices in the proposal shall not be changed.

6. Taxes:

Do not include any tax with your proposal. The Emerald Coast Utilities Authority is exempt from federal, state and local taxes. Tax exempt number 85-8012640152C-4 applies.

7. RFP tabulations:

RFP Tabulations/List of Proposers will be posted for review by interested parties on the ECUA Website, www.ecua.org on or about February 11, 2010.

8. RFP questions:

If any proposer has a question concerning the specifications or proposal submission procedures, please forward the inquiry to the Purchasing and Stores Manager by February 5, 2010 for consideration.

Emerald Coast Utilities Authority
Attn: Purchasing and Stores Manager
9255 Sturdevant Street
Pensacola, Florida 32514-7038
Phone: 850-969-3350
Fax : 850-494-7229
Email: (Helen Jolly's email address) hjolly@ecua.org
(Peter Wilkinson's email address) pwilkinson@ecua.org

9. Compliance with specifications:

In order to determine that your proposal complies with specifications, product literature and/or data/information should be included with the proposal. Any deviations from the rfp specifications should be identified separately.

10. Uniform Commercial Code:

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded proposer/contractor and Emerald Coast Utilities Authority for any terms and conditions not specifically stated in this request for proposal.

11. Execution of Contract:

Any action of ECUA in awarding the purchase of any material or performance of a service is subject to and conditioned upon the execution of a written purchase contract and/or a purchase order between ECUA and the proposer. The following words are used interchangeably throughout this document and have the same meaning and effect: proposer, contractor, vendor, responder, offeror and supplier.

12. Contractual agreement:

This Invitation for Proposal shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), RFP document and response. Any and all legal action necessary to enforce the contract will be held in Escambia County and the contract will be interpreted according to the Laws of Florida.

13. Protests:

Any person whose substantial interests are directly and adversely affected by the award or intended award of a purchase order or contract or by plans or specifications contained in an invitation to bid or request for proposals may file a protest in accordance with the following rules and section 12 of the ECUA Act (Chapter 2001-324, Laws of Florida as amended).

Notice of Protest of plans, specifications or other requirements contained in an invitation to bid or in a request for proposals shall be filed not later than 5:00 p.m. of the third business day following receipt of the plans or specifications. Notice of Protest of the rejection of a bid or proposal as non-responsive shall be filed not later than 5:00 p.m. of the third business day following notice to the bidder of the rejection. Notice of Protest of the award or intended award of a purchase order or contract to the lowest bidder shown on posted bid tabulation shall be filed not later than 5:00 p.m. of the third business day following the posting of the bid tabulation. Notice of protest of the award or intended award of a purchase order or contract to a bidder other than the lowest bidder shown on posted bid tabulation shall be filed not later than 5:00 p.m. of the third business day following notice of the award of a purchase order or contract.

A Notice of Protest shall be in writing and shall state the subject matter of the protest.

A formal written protest shall be filed within seven (7) business days after the filing of Notice of Protest. A formal written protest shall state with particularity the facts and the law on which the protest is based.

Notice of Protest and formal written protest of plans or specifications for or the award or intended award of a contract shall be filed with the Executive Director or his or her designee.

Failure to file a Notice of Protest or failure to file a formal written protest within the times permitted shall constitute a waiver of proceedings under these rules and under section 12 of chapter 2001-324, Laws of Florida, as amended.

Upon receipt of a notice of protest which has been timely filed, the Executive Director shall stop the bid solicitation or purchase order or contract award process until the protest has been resolved. However, the bid solicitation or purchase order or contract award process may proceed when the Executive Director determines that delay would be detrimental to the interests of ECUA. Any award of a purchase order or contract under such conditions shall be subject to the outcome of the protest. After the award of a contract or purchase order resulting from a bid in which a timely protest was received and in which ECUA did not prevail, ECUA may take such action as it considers appropriate, which may include, but shall not be limited to, award of the contract or purchase order to the prevailing party, cancellation of the contract or purchase order, or rebidding.

The Executive Director shall provide reasonable opportunity to resolve a protest by agreement. If agreement is not reached within such time as the Executive Director or his or her designee considers reasonable under the circumstances, the Executive Director or his or her designee shall review the facts and the law on which the protest is based, and shall render a decision which shall be in writing and shall be promptly transmitted to the protestor.

If the protestor wishes to continue the protest beyond the decision of the Executive Director or his or her designee, the protestor shall be required to file a petition for review by the ECUA Board. This petition shall be made in writing and presented to the Executive Director within ten (10) days after notice of the decision of the Executive Director or his or her designee; otherwise, the decision of the Executive Director or his or her designee shall be final and binding. Such petition shall state the particular grounds on which it is based and may include pertinent documents and evidence relating thereto. Any grounds not stated shall be deemed to have been waived by the protestor. This petition must also be accompanied by a protest bond of an amount equal to 1.0 percent (1%) of the value of the solicitation, but in no case less than \$1,000 nor greater than \$10,000.00. This bond shall be in the form of a money order, certified cashier's check, or certified bank check made payable to the Emerald Coast Utilities Authority. Failure to post such bond within ten (10) business days after the decision of the Executive Director or his or her designee shall result in the protest being dismissed by the Executive Director.

The bond required by the above paragraph shall be conditioned upon the payment of all costs and charges which may be adjudged against the person filing the petition for review. If the protestor prevails, the bond shall be returned to the protestor. If however, ECUA prevails, the bond shall be forfeited, and ECUA shall be entitled to recover the costs and charges, excluding attorney's fees, of such hearing. The entire amount of the bond also shall be forfeited if it is determined that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for ECUA or another interested party/parties.

Any notice required or permitted under this bid protest procedure shall be effective when delivered personally or by facsimile, or when deposited in the U.S. Mail. If notice is given only by mail, three (3) days shall be added to the time within which a protestor may file a notice of protest or petition for review.

14. Contracts exceeding one year:

When applicable, a contract may be renewed contingent upon cost factors, mutual agreement, satisfactory performance evaluations, availability of funds and ECUA Board approval. ECUA's performance and obligation to pay for the purchase of services or tangible personal property of a period in excess of one (1) fiscal year under any contractual relationship is contingent upon an annual budget approval by the ECUA Board.

15. Addenda:

Proposers will be notified in writing via email of any changes in the specifications contained in this RFP. No verbal or written information obtained other than through this RFP or its addenda shall be binding on the ECUA. No employee of ECUA is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

16. Right of Rejection and Clarification:

The ECUA reserves the right to reject any and all proposals and to request clarification of information from any proposer. The ECUA is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

17. Request for Additional Information:

Prior to the final selection, proposers may be required to submit additional information which the ECUA may deem necessary to further evaluate the proposer's qualifications.

18. Denial of Reimbursement:

The ECUA will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, for any travel and/or per diem costs that are incurred.

19. Right of Withdrawal:

A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

20. Right of Negotiation:

The ECUA reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

21. Right of Rejection of Lowest Fee Proposal:

The ECUA is under no obligation to award this project to the proposer offering the lowest fee proposal. Evaluation criteria included in this document shall be used in evaluating proposals.

22. Exceptions to the RFP:

Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the ECUA and a description of the advantage to be gained or disadvantages to be incurred by the ECUA as a result of these exceptions.

23. Indemnification:

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the ECUA, its employees, and agents from any liability of any nature or kind in regard to the delivery of these services.

24. Rights to Submitted Material:

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the ECUA when received.

25. Basis of Award:

Proposals will be evaluated according to the following criteria and weight at a minimum:

- a) Understanding of Scope and ability to provide services as requested – 15 points.
- b) Firm / Personnel qualifications – 10 points.
- c) References – 10 points.
- d) Cost of Services – 20 points.
- e) Additional information provided in response to the RFP – 10 points.
- f) Local Office – 10 points.
- g) Governmental Agency experience – 15 points.
- h) Software compatibility, internet access & 24/7 technology assistance – 10 points.

26. Selection Process:

The proposals received will be reviewed by a selection panel appointed by the ECUA. The selection panel shall be the sole judge as to evaluation and ranking of proposals. Based on the responses, evaluation and ranking, interviews will be conducted with selected proposers. Proposers not selected for an interview will be notified by mail or electronic transmission if email addresses are provided.

27. Proposed Time Schedule:

Request for Proposals Issue Date	February 11, 2010
Written Responses due by 2:00 PM	2:00 p.m. February 11, 2010
Committee Short Lists Proposals	February 22, 2010
Interviews of Short Listed Companies	March 1, 2010
Decision and award of contract	March 25, 2010

28. Copies:

An original and four (4) copies of the proposal and supporting documents must be submitted in response to the RFP.

SECTION II

SCOPE OF WORK

2.0 INTENT:

The ECUA is seeking a qualified and experienced firm/individual to provide insurance consultant/brokerage services to assist in the management of its various insurance programs. Services would include, but not be limited to, the review, analysis, recommendation, and placement of all insured and self-insured programs in the area of **GROUP HEALTH, DENTAL, VISION, LIFE INSURANCE COVERAGE, LONG TERM DISABILITY, AND EMPLOYEE ASSISTANCE PROGRAM** as well as processing policy changes, endorsements, policy review and audits, and monitoring utilization. Services may also be required to manage insurances currently held and for insurances being sought during the term of the contract.

See appendix, "A" which depicts the insurance coverages to be handled within the contract for insurance brokerage services. However, the coverages are subject to change throughout the duration of the contract, as services may be added or deleted from the list.

2.1 GENERAL INFORMATION:

In 1981 ECUA was established by the Florida Legislature as a Special District of the State of Florida. It currently employs approximately 525 employees and is in the business of providing WATER, WASTEWATER, SOLID WASTE DISPOSAL, AND RECYCLING services to the residents of Escambia County. The ECUA provides health insurance benefits to employees and subsidizes the cost. Employees may also elect additional coverage and the employee paid premiums are deducted through bi-monthly payroll deductions.

2.2 CONTRACT PERIOD:

The ECUA contemplates awarding a contract at the **March 25, 2010** ECUA Board meeting. The initial contract will be for three (3) years. The contract may then be renewed for three (3) additional twelve (12) month periods provided both the proposer and ECUA agree to the renewal.

2.3 SUBMITTAL OF QUALIFICATIONS:

Proposal format may follow these basic guidelines for each category of service submitted as a response to this RFP.

2.3.1 For each numbered item in this section, please provide a statement regarding the firm's ability to meet the criteria.

2.3.2 Describe in detail the qualifications of the firm and the company personnel to whom the task would be assigned as well as any back up personnel. Details should include:

a) Familiarity and years of service to governmental clients

- b) Detail of past work performance including size of entity
- c) Names of assigned personnel and their function with relation to this proposal
- d) Experience, education, and training of assigned personnel as well as pertinent publications.
- e) Professional affiliations/credentials of assigned personnel as well as any pertinent publications.
- f) Copy of State of Florida License

2.3.3 References with names, addresses, and phone numbers of current clients who can be contacted by the ECUA for discussion of services provided to that client. In addition, include the names of at least two (2) previous clients who no longer use the services of your firm.

2.4 Any additional remarks/comments the company wishes to make to elaborate their proposal and qualifications.

2.5 The Proposer should estimate fees for providing this service and identify different ways to assess compensation, if applicable.

2.5.1 SCOPE:

Services would include but would not be limited to the following:

2.5.2 Conduct a review and analysis of coverage in place and suggest possible modifications.

2.5.3 Facilitate insurance company interface and coordination in the following areas:

- a) Utilization and Loss Ratio reports
- b) Renewal information format and market presentation
- c) Marketing of existing coverage
- d) Bid insurance contracts to assure best possible conditions and pricing. Responses to be compiled and provided to the ECUA to include comparative analysis of price, coverage and security with other competitive bids.
- e) Assist in budget development by providing an estimate of expected insurance premiums and other costs for the upcoming fiscal year.
- f) Prepare a working summary for the ECUA of each policy including key terms, conditions, and endorsements and maintain an up to date summary.
- g) Assist in the negotiation for other coverage as directed
- h) Obtain answers to policy coverage questions as requested.
- i) Ability to conduct open enrollment both online and hard copy (as needed).

2.5.4. Quarterly meeting to discuss: claims, loss control, exposure, changes, and general administrative matters.

2.6 To insure objectivity in the information provided to the ECUA, neither the chosen consultant, nor any affiliate thereof, shall be eligible to provide insurance to the ECUA.

3.0 CONTRACT AGREEMENT/COMPENSATION:

3.1 The Proposer will be required to enter into an agreement with the ECUA. The Proposer shall act as an independent contractor at all times during the term of the contract. If the Consultant/Broker has their own contract, they are encouraged to submit it with their own proposal.

3.2 The ECUA reserves the right to negotiate any and all parts of the contract.

3.3 The ECUA reserves the right to delete or amend any of the services as listed and described herein.

3.4 Termination of Contract:

The ECUA may cancel the contract at any time by providing the consultant with a written thirty (30) day notice of such cancellation. Should the ECUA exercise its right to cancel the contract, the cancellation shall become effective on the date as specified in the written notice of cancellation sent to the consultant/broker.

3.5 Insurance Coverage and Limits:

- a) Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference.
- b) The occurrence form of Commercial General Liability must be provided.
- c) Professional Liability coverage must be provided for all incidents that occur during the term of this contract.
- d) Required insurance shall be documented in Certificates of Insurance, which provide that the ECUA shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change.

Interested parties must submit their proposals in writing on or before, **February 11, 2010, 2:00 p.m., to** Pete Wilkinson, Purchase and Stores Manager, Emerald Coast Utilities Authority, 9255 Sturdevant St., Pensacola, FL 32514.

The ECUA reserves the right to contact/interview only those respondents that they feel are capable of best representing their program's objectives.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the Emerald Coast Utilities Authority. Provided, however, that no such action shall be taken without prior notice to the contractor and an opportunity for a hearing before the governing Board of the Emerald Coast Utilities Authority or its designee.

(5) The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order for an amount exceeding ten thousand dollars (\$10,000) in any twelve (12) month period, so that such provisions will be binding upon each subcontractor or vendor.

Signature

Name & Title of Signer

Date

CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts or purchase orders exceeding \$10,000; that he will retain such certifications in his files and make them available to the Emerald Coast Utilities Authority upon request.

Provided, however, that such certifications shall not be required in the case of purchase orders or contracts which, in case of a Federal Government contract or subcontract, would be exempt from compliance with the Equal Opportunity Clause by 41 CFR S60-1.5. This section provides for the exemption of transactions not exceeding \$10,000, contracts and subcontracts for indefinite quantities established not to exceed \$10,000 in any contract year, contracts with certain educational institutions, work on or near Indian reservations, facilities (including, but not limited to, agencies, instrumentalities or subdivision of state or local government) which are separate and distinct from activities of the prime contractor or subcontractor related to the performance of the contract or subcontract, and emergencies involving national security.

Signature _____ Date _____

Name & Title of Signer _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

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 1893 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.

Bidder's Signature

Date

Company: _____

Bid/RFP/PO: _____

Statement of Qualifications:

Requested information should be clear and comprehensive. If necessary, statements may be answered on separate attached sheets.

Company Name: _____

1. Contact Information: _____

2. Describe Nature of Business: _____

3. Describe Any Corporate Affiliations/Subsidiaries which may assist in handling this account:

4. Years Experience: _____

5. Principal Assigned to the Account: _____

6. Educational qualifications & industry experience of Principal to be assigned to head project: _____

7. Describe any experience pertinent to this account:

8. Describe Corporate Capabilities:

9. Have you ever failed to complete any work assigned to you? If yes; Explain: _____

10. Has the firm or its principals ever been disciplined by the Florida Department of Financial Services? If yes, explain:

11. What makes you qualified for this account? _____

12. How do you prefer to be remunerated? _____

**EMERALD COAST UTILITIES AUTHORITY
Request for Proposal - RFP Number 2010-01
INSURANCE AGENT/BROKER SERVICES
EMPLOYEE BENEFITS AND INSURANCE
PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, Instructions, Terms and Conditions, Scope of Services, Bid forms and all other documents accompanying or made a part of RFP Number 2010-01.

I hereby propose to furnish the commodity or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of ninety (90) days in order to allow the ECUA adequate time to evaluate the proposals.

I certify that all information contained in this Request for Proposal is truthful to the best of my knowledge and belief. I further certify I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded this Bid/Proposal.

I further certify, under oath, that this bid/proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a bid/proposal for the same commodity or service; no officer, employee or agent of the ECUA or of any other bidder/proposer interested in said bid/proposal; and that the undersigned executed this bidders/proposers certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so. The ECUA will not be responsible for any alleged misunderstanding of the services to be provided or any misunderstanding of conditions surrounding the performance thereof.

Name of Business _____

By: _____
Name and Title (Typed or Printed)

Mailing Address _____

Phone: _____

Fax: _____

Email: _____

State Of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2009
by _____.

Notary Public – State of _____

- Personally known
- Produced identification _____

Insurance Type	Plan	Insurance Company	Enr Em
Medical	Choice 7DI - Individual (ECUA-provided)	United Healthcare	
	Choice 7DI - Family	United Healthcare	
	Choice 7DM - Individual (ECUA-provided)	United Healthcare	
	Choice 7DM - Family	United Healthcare	
	Choice Plus 7AI - Health Savings Acct - Individual (ECUA-provided)	United Healthcare	
	Choice Plus 7AI - Health Savings Acct - Family	United Healthcare	
	Choice 7DI - Retiree Only	United Healthcare	
	Choice 7DI - Retiree + Spouse	United Healthcare	
	Choice 7DI - Retiree + Family	United Healthcare	
	Choice 7DM - Retiree Only	United Healthcare	
	Choice 7DM - Retiree + Spouse	United Healthcare	
	Choice 7DM - Retiree + Family	United Healthcare	
	Choice Plus 7AI - Health Savings Acct - Retiree Only	United Healthcare	
	Choice Plus 7AI - Health Savings Acct - Retiree + Spouse	United Healthcare	
	Choice Plus 7AI - Health Savings Acct - Retiree + Family	United Healthcare	
Dental	Concordia Flex - Low Option - Individual (ECUA-provided)	United Concordia	
	Concordia Flex - Low Option - Family	United Concordia	
	Concordia Flex - High Option - Individual	United Concordia	
	Concordia Flex - High Option - Family	United Concordia	
Life	Basic Life (ECUA - provided)	Standard Insurance Company	
	Dependent Life - \$10,000 Sp / 4,000 Ch	Standard Insurance Company	
	Dependent Life - \$7,500 Sp / 3,000 Ch	Standard Insurance Company	
	Dependent Life - \$5,000 Sp / 2,000 Ch	Standard Insurance Company	
	Additional Life - 1x salary	Standard Insurance Company	
	Additional Life - 2x salary	Standard Insurance Company	
	Additional Life - 3x salary	Standard Insurance Company	
	Additional Life - 4x salary	Standard Insurance Company	
	Basic Life (Retiree Only)	Standard Insurance Company	

	Basic + Dependent Life (Retiree + Spouse/Dep)	Standard Insurance Company
Long Term Disability	Basic LTD (ECUA-provided)	Standard Insurance Company
	Enhanced LTD (buy up option)	Standard Insurance Company
Deferred Compensation	Hartford Life Insurance Company (Voluntary)	
	Valic Retirement Services (Voluntary)	
Pre-Paid Legal	Pre-Paid Legal Services (Voluntary)	
AFLAC	Employee-elected products (Voluntary)	