

REQUEST FOR QUALIFICATIONS

TBD

"PROPERTY INSURANCE - BROKER OF RECORD SERVICES"

Tom Mulroy, Risk Manager

REQUEST FOR QUALIFICATIONS

Sealed Qualifications, one (1) original and three (3) copies, that are marked "PROPERTY INSURANCE - BROKER OF RECORD SERVICES" will be received by Tom Mulroy.

Responses will be **accepted until 3:00 P.M. Central Standard Time on February 24, 2012.** Responses submitted after this date WILL NOT be considered. Responses must be sent to: City of Pensacola, Purchasing Office, 222 West Main Street, Pensacola, Florida 32502

Responses will be opened at Pensacola City Hall 4:30 P.M. on February 24, 2012.

STATEMENT OF PURPOSE

The City is seeking responses from qualified firms to submit qualification statements for consideration to provide services relative to the "Property Insurance - Broker of Record".

TERM OF CONTRACT

Any agreement resulting from this RFQ will become effective upon RFQ award. **Agreement will commence on immediately upon signing and will expire on April 30, 2015.** However, the contract may be extended, at the City's option, for a period of up to two (2) additional years, not to exceed a total of five (5) years. Agreement may be extended to include certain other Property & Casualty insurance coverages, as determined by the City.

SUBMISSION INSTRUCTIONS

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Offeror. All copies and contents of any response, attachment, and explanation submitted in a response to this RFQ, except copyrighted material, shall become the property of the City of Pensacola regardless of the Agent/Agency selected. Any materials submitted in response to this RFQ shall not be returned.

Response submittals should include one (1) original ("marked original") and (3) copies, arranged in the following format:

1. Experience of Agent/Agency, including resumes of key personnel to involved with placement services for the City.
2. Specialty Property Insurance placement capabilities of Agent/Agency, including wholesalers & markets used.
3. Market Range (companies Agent/Agency represents on a direct basis and financial ratings of those companies).
4. Licenses/Certificates of Agent/Agency.
5. Value Added Services of Agent/Agency.
6. Support Staff, specifically individuals located in Pensacola, Florida who will be assigned to handle City's account.
7. Insurance Agent's Errors & Omissions at \$2M, and Privacy & Security Liability Coverage at \$1M.
8. References of at least two (2) Pensacola area clients with total insurable property values in excess of \$50,000,000, in which you as Agent/Agency are retail insurance Agent/Agency providing "Property Insurance - Broker Services".
9. Claim "Advocacy" services to Agent/Agency Property Insurance clients, including catastrophic-loss experience.
10. Method used to ensure Agent/Agency client receives the highest/broadest level of coverage at best costs possible.
11. Creativity used with Agent/Agency clients in the past, as well as unique methods/ideas to be used on City's behalf.
12. Any other factors that you (Agent)/your (Agency) feel that should be considered in making its RFQ decision.

RECOMMENDATION TO THE CITY:

The City's risk management consultant, Jim Odom will review all of the qualified responses to this RFQ. Consultant will make a recommendation to the City as to the best Offeror response that was made, in his opinion. Consultant's recommendation will be based upon: responsiveness and quality of the response, as well as possibly other factors that would be indicative of the probable best results that would be obtained on behalf of the City.

The City may, or may not, accept the consultant's recommendation, solely in the best interest of the City, as determined exclusively by the City.

COMPENSATION: AMOUNT AND METHOD

Will be determined later. It will be either fee basis, or usual-and-customary commission basis, or some combination of those.

GUARANTEE

Offeror certifies that by making such response to the RFQ, that the Agent/Agency is fully aware of the conditions and purpose for which the services to be included in this RFQ, and that the Agent/Agency offering will meet the requirements of service and purpose to the satisfaction of the City of Pensacola, Florida and its agents.

ENTIRE CONTRACT

This RFQ and any resulting agreement sets forth the entire agreement between the parties with respect to the subject matter thereof and shall govern the respective duties and obligations of the parties.

STATEMENT OF CONFIDENTIALITY

Offeror agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.

TERMINATION OF CONTRACT

The agreement may be terminated by the City with a thirty (30) day written notice to the other party regardless of reason. Any violation of the agreement shall constitute a breach and default of this agreement. Upon such breach, the City shall have the right to immediately terminate agreement and withhold any further payments. Such termination shall not relieve the Offeror of any liability to the City for damages sustained by virtue of a breach by the Offeror.

QUALIFICATION ACCEPTANCE/REJECTION

The City expressly reserves the right to reject any and all responses, or parts of responses, and to make the award or awards as the best interest of the City appears.

COMPLIANCE WITH LAWS

The Offeror agrees to comply with all applicable Federal, State and local laws and regulations.

MODIFICATION OF CONTRACT

This agreement may be modified only by written amendment executed by all parties hereto. All changes, where required, shall be executed in conformance with the policies and procedures of the City.

INSURANCE

The successful Offeror will maintain insurance that will protect the City from claims for Property Damage, Bodily Injury, including death, as well as Personal Injury, that may arise out of or in relation to the agreement. Only insurance companies that are authorized to do business in Florida will be acceptable. Offeror shall furnish required Certificates of Insurance to the City, as directed by the City during the terms of the agreement.

Insurance Minimum Coverage:

Offerors shall file the following insurance coverages and limits of liability with the City's Risk Manager along with their response to this RFQ.

1. **General Liability:**

- \$1,000,000 - Bodily Injury and Property Damage - Combined occurrence
- \$1,000,000 - Bodily Injury and Property Damage - Combined Aggregate
- \$1,000,000 - Personal Injury – Aggregate

2. **Automobile Liability:**

- \$1,000,000 - Bodily Injury and Property Damage - Combined Coverage
- Any automobile including hired and non-owned vehicles

3. **Workers Compensation & Employers Liability:**

- Part I - Statutory
- Part II - \$1,000,000/\$1,000,000/\$1,000,000

4. **Umbrella Liability Coverage:**

- \$1,000,000 - Each Occurrence
- \$1,000,000 – Aggregate
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5. **Insurance Agent's Errors & Omissions Liability Coverage:**

- \$2,000,000 - Each Incident
- \$2,000,000 – Aggregate
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6. **Privacy & Security Liability (a.k.a. "Cyber") Coverage:**

- \$1,000,000 - Each Incident, with NO sub-limit for "Notification" and/or "Credit Monitoring".
- \$1,000,000 – Aggregate

Name of Project: **PROPERTY INSURANCE – BROKER OF RECORD SERVICES**

Contact Name: _____

Agency's Name: _____

Mailing Address: _____

Telephone No.: _____ Fax: _____

E-Mail Address: _____ Website URL: _____

