



City of Ormond Beach Pension Boards

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Pension Plan Attorney
RFP NUMBER: PP2016-36
RFP DUE DATE & TIME: May 26, 2016, 2:30 p.m.

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____ FAX NUMBER: _____

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach Pension Boards, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach Pension Boards all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach Pension Boards. At the Boards' discretion, such assignment shall be made and become effective at the time the Boards tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or 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.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach Pension Boards cannot and does not warrant the confidentiality of any information submitted in response to this solicitation.

DISTRIBUTION OF BIDS AND RFP'S: The Boards' are using the services of Onvia DemandStar (www.demandstar.com) to distribute this RFP on-line on the Internet. If you have received a copy of this RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by in this RFP. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of 120) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach Pension Boards reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Pension Administrator Kelly McGuire Kelly.McGuire@ormondbeach.org. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach Pension Administrator.

MINORITY POLICIES: The City of Ormond Beach Pension Boards, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach Pension Boards reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the Pension Boards.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices

shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

AWARDS: The City of Ormond Beach Pension Boards reserves the right, in their sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

THE CITY OF ORMOND BEACH PENSION BOARDS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THEIR MEMBERS.

TERMS AND CONDITIONS

- A. The City of Ormond Beach Pension Boards reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City of Ormond Beach Pension Boards reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City of Ormond Beach Pension Boards.
- E. The contract can be terminated with 60 days written notice for any reason whatsoever in the city's sole discretion; however, the contract could be terminated at any time due to the vendor's default under terms of the agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach Pension Boards and the firm selected.
- G. Submittals should include a copy of all requested insurance certificates and statements as outlined in the RFP.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS AND SCOPE OF SERVICES

The City of Ormond Beach Pension Boards is soliciting proposals from qualified Pension Attorneys to serve as legal counsel to the Pension Board members of the City of Ormond Beach Retirement Fund for a contract period of three years with automatic yearly renewal options thereafter.

The City has three defined-benefit contributory pension plans each with its own 5 person board - General Employees, Police Officers and the Firefighters. A breakdown of the plans can be found on attachment "A".

II. TERM OF AGREEMENT

The initial term of this Agreement shall be for three (3) years and will be automatically renewed for one year periods thereafter unless either party provides at least sixty days prior written notice to the other party of their intent not to renew the agreement.

III. SCOPE OF SERVICES

Legal services to be provided by the Proposer shall include, but not be limited to;

1. Act as general counsel in all aspects to the boards.
2. Attend all special and regular monthly Board meetings (unless otherwise instructed) and provide advice, input, and assistance as needed at each meeting.
3. Prepare and/or review Requests for Proposal and other related materials as required from time-time in connection with the administration of the funds.
4. Review administrative records and prepare appropriate findings and rulings in connection with all administrative and judicial proceedings that come before the Boards, and represent the Boards at such proceedings.
5. Provide Legal advice to the Boards at hearing disputes pertaining to retirement or disability applications.
6. Review and provide legal advice regarding periodic actuarial studies and annual actuarial valuations of the Funds.
7. Provide legal advice during public and closed sessions with respect to matters related to the Boards, the Funds, or their activities.
8. Provide litigation services as needed.
9. Supervise the services of any other attorney retained by the Boards.
10. Prepare and file legal opinions regarding the Funds' operations and/or investment and transactions, including obtaining necessary opinions, letter rulings, and other documents from the Internal Revenue Service and other state or federal regulatory or governing bodies.
11. Upon request by the Boards or an individual trustee, provide oral and/or written legal opinion for matters pertaining to the Funds.

12. Provide updates and analysis of proposed federal, state, and/or local legislation, rules, or regulations that could impact the Funds or Boards.
13. Provide advice, review, and/or drafting services regarding passed federal, state, and/or local legislation, rules, and regulations as such relate to the Boards' administration of benefits and/or investment of assets.
14. Provide ongoing advice with respect to the City Ordinance as it relates to Fund matters (Chapter 16) specifically, and employee benefit matters generally.
15. Assure Board's and Fund's compliance with relevant Florida Statutes, including, but not limited to, Florida Sunshine Laws and Public Records Acts.
16. Keep the Boards and assigned City staff advised of open meeting requirements such as noticing, agenda-related materials, and other issues, and review such materials as requested by Boards or staff.
17. As they relate to the affairs of the Boards, review contracts and other documents for legal sufficiency, form and correctness, and approve same on signature page of document.
18. Conduct legal research regarding various pension issues and formulate policy and procedures.
19. Keep the Boards apprised of their fiduciary duties and obligations and of actions, procedures and steps to comply with same.
20. Act in accordance with generally accepted principles of fiduciary responsibility.
21. Provide oral and/or written advice to Boards and staff regarding legal matters affecting the Funds or Boards.
22. Respond to and resolve sensitive and complex legal inquiries and issues.
23. Provide any other legal service Boards deems appropriate.

IV. MINIMUM QUALIFICATIONS

A. Legal Experience - The Respondent should describe its legal experience. Preference will be given to attorneys with experience in the following areas:

1. Advising and representing boards
2. Local government law
3. Local Government Pension Plans
4. Police or Firefighter Pension Board law
5. Florida Sunshine Laws
6. Experience advising clients conducting similar functions.

B. Attorney Qualifications - The attorney should be a licensed by the State of Florida with at least five (5) years of experience.

Please provide a list of the five (5) most significant engagements performed in the last five (5) years that are similar to the engagement described herein. Indicate the scope of work, engagement staff, and the name and telephone number of the principle client contact. The Board reserves the right to contact these references and any other clients.

The Respondent should describe the qualifications of attorneys to be assigned to the representation.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm:

1. Please provide a brief history and overview of your firm and its organizational structure, or if an individual, a description of your qualifications with special emphasis on your understanding of the services required and how you propose to fulfill the needs of the Pension Boards, including the following information:
2. Name, mailing address, e-mail address, telephone, and fax number of the vendor.
3. Type of organization (individual, partnership, corporation, or other). Please include Federal Tax ID (FEIN).
4. Principals of your firm (if applicable).
5. State why you are well-qualified to provide the services outlined in the “Scope of Work” section above. This must include the size of the organization, list of the staff qualified to provide these services, and the location of the coordinating office.
6. Provide specific descriptions of the experience of the firm in providing these services to similar clients.

B. Qualifications of Proposed Attorney:

1. Identify and provide the resume of the individual who will be assigned to provide contracted services on a day-to-day basis to include;
2. Identify the proposed attorney’s name, education, position, total years and types of experience relevant to performance of the indicated scope of work;
3. Identify the proposed individual’s position within the firm and the degree to which they will be able to commit resources and time to provide the services;
4. Identify and provide resumes of any individuals who will be assigned to assist the proposed attorney and describe the roles of these individuals.

C. Sample contract.

D. Fee Schedule:

Express your fee as “per hour” for regular day-to-day services and any retainer fees in the chart below. Additionally, indicate your expectations concerning reimbursement for per diem expenses and other incidental expenses, if applicable. Indicate the amount of percentage increase proposed annually should the contract be renewed after year 3. If additional work is required beyond the scope of this contract, explain how those services will be billed.

	Year 1	Year 2	Year 3		
Hourly Fee	\$	\$	\$		
Monthly Retainer Fee	\$	\$	\$		
Annually increase after year three:					
Comments:					
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VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City’s Purchasing Coordinator at 386-676-3223, or by e-mail at: chris.byle@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The Board reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:30 p.m., September 22, 2016.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until September 12, 2016 at 5 p.m. Questions

received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Chris Byle
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
Chris.byle@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: The Purchasing Coordinator must receive one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Chris Byle, Purchasing Coordinator, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach Pension Plans reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. They further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach Pension Plans for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 120 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach Pension Boards will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The Boards will evaluate proposals and select the Proposer that meets the best interests of the Boards, and will make a recommendation of Award of Contract to the City Commission.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

- 1) Experience/Technical Qualifications of the Persons Assigned to the Project
- 2) Project Understanding, Proposed Approach and Methodology
- 3) References and successfully completed similar projects
- 4) Cost of Services

The Pension Boards may request to interview proposers prior to making a selection.

The City of Ormond Beach Pension Boards reserves the following rights:

- A. Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the Boards determines to be in its best interest;
- B. Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the Boards determines to be in its best interest;
- C. Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- D. Request that proposer(s) furnish additional information as the Boards may reasonably require.
- E. Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the Boards' sole judgment, the defect or deficiency is not material in response to this RFP;
- F. Limit and/or determine the actual contract services to be included in a contract.
- G. Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- H. Obtain information for use in evaluating submittals from any source.
- I. Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the Boards reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the Boards reserves the right to reject the proposal.

The Boards shall be the sole judge of the proposer's qualifications.

NOTE: THESE ARE SAMPLE REQUIREMENTS-WILL NEED TO BE REPLACED BY BOARD SPECIFIC REQUIREMENTS

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR'S doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall

make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)

- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
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0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach Pension Boards
Request for Proposals (RFP)
Pension Attorney
(RFP No. PP2016-XX)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the PENSION BOARDS that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions set forth in the RFP. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the BOARDS.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including all conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The BOARDS reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the BOARDS, in their sole discretion, determine to be in the best interest of the BOARDS

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach Pension Boards
Request for Proposals (RFP)
Pension Attorney
(RFP No. PP2016-XX)**

CITY OF ORMOND BEACH PENSION BOARDS

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

- The undersigned firm has had no litigation on any project in the last five (5) years.
- The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE