



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 4 day of May, 2021, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **BROWN & BROWN OF FLORIDA, INC.**, a Florida corporation whose principal address is 220 South Ridgewood Avenue, Daytona Beach, Florida 32114 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide to the City Broker Services for Employee Insurances, pursuant to Request for Proposal 21-04 ("RFP 21-04"). This Contract together with RFP 21-04, Addendum No. 1, Addendum No. 2, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, Addendum No. 1, and Addendum No. 2 of RFP 21-04, and the Contractor's Fee Proposal are attached hereto as **Exhibit "1"**. A complete copy of RFP 21-04, Addendum No. 1, Addendum No. 2, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of three (3) years ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) one-year periods, total contract term not to exceed five (5) years, subject to review and approval of the City Manager and budget appropriation. This Contract may be terminated by the Parties, upon written notice from the Contractor to the City with at least 180 days, and upon 60 days written notice from the City to the Contractor.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county and local laws and regulations.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued by the City and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed Fifty-Eight Thousand and 00/100 Dollars (\$58,000.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Administrative Services Director, Jamie L. Miller, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements
<input checked="" type="checkbox"/>	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	<input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. <input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required.
<input checked="" type="checkbox"/>	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	<input type="checkbox"/> When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

<input checked="" type="checkbox"/>	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
<input type="checkbox"/>	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<input type="checkbox"/>	Professional Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
<input type="checkbox"/>	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Errors and Omissions	Limits: Coverage - \$1,000,000	
<input type="checkbox"/>	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
<input type="checkbox"/>	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
<input type="checkbox"/>	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
<input type="checkbox"/>	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract

to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended, and (2) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

18. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

19. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

20. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

21. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

22. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

23. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

24. Notice. For purposes of this agreement, notices shall be sent as follows:

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Jamie L. Miller, Administrative Services Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5562
Contractor:	Brown & Brown, Inc. Attention: Steve Farmer, Executive Vice President 220 South Ridgewood Avenue Daytona Beach, Florida 32114

(386) 239-7233 – Telephone
sfarmer@bbdaytona.com

300 North Beach Street
Daytona Beach, Florida 32114

P.O. Drawer 2142
Daytona Beach, Florida 32115

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

25. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

26. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

BROWN & BROWN OF FLORIDA, INC.

Witnesses:

[Signature]
Printed Name: Joshua Fracer

[Signature]
Printed Name: Isaac Wagner

By: [Signature]
Steve Farmer, Executive Vice President

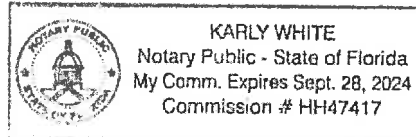
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 4/20/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

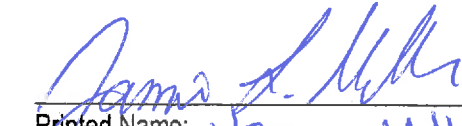
The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 20 day of April, 2021, by Steve Farmer, as Executive Vice President of Brown & Brown of Florida, Inc., a Florida corporation. He is X personally known or ___ produced ___ as identification.


[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:




Witnesses:

CITY OF PORT ORANGE


Printed Name: Jamie Miller

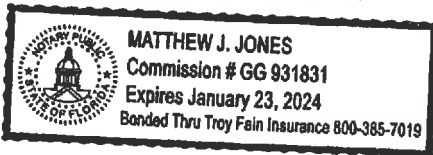

Printed Name: Matt Jones


By: 
Donald O. Burnette, Mayor

Date: 5/4/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

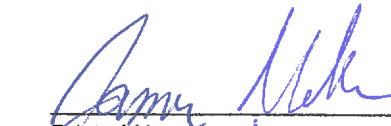
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of May, 2021, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ☒ personally known or ☐ produced as identification.

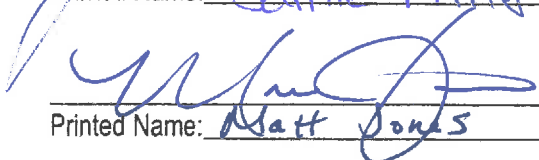


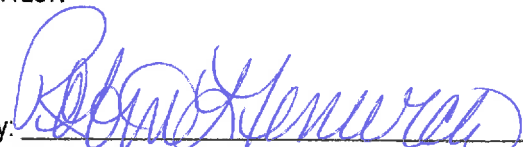

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:


Printed Name: Jamie Miller

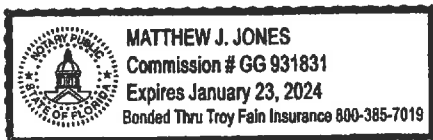

Printed Name: Matt Jones

By: 
Robin L. Fenwick, MMC, City Clerk

Date: 5/4/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 4 day of May, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ☒ personally known or ☐ produced as identification.




Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

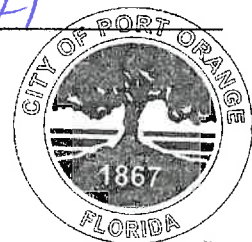


EXHIBIT “1”

Contractor's Proposal, RFP 21-04 Section 3, Addendum No. 1 and Addendum No. 2

Consisting of 10 Pages

INSURANCEBROKERAGESERVICESCOST/FEEPROPOSAL

(Complete, sign and date, and insert this document under Tab H in proposal)

Proposal Submitted by Brown and Brown of Daytona Beach Florida

(Name of Company/Entity)

INSURANCE BROKERAGE SERVICES COST/FEE PROPOSAL	
ANNUAL LUMP SUM DOLLAR AMOUNT FOR PROVISION OF SERVICES OUTLINED IN SECTION 3 – SCOPE OF SERVICES FOR RFP 17-16 INSURANCE BROKERAGE SERVICES	\$ <u>58,000</u>

Authorized Signature: _____



Printed Name of Authorized Signer: Steve Farmer

E-Mail of Authorized Contact: sfarmer@bbdaytona.com

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION

The City of Port Orange seeks to establish a contract for a qualified firm to provide Insurance Brokerage Services. The firm awarded the contract shall be responsible for providing Insurance Brokerage Services for employee benefits including but not limited to: medical and dental plans.

ELIGIBILITY

Proposals received from firms that have a contractual relationship with a group health or dental carrier that would preclude the firm from being unbiased in the services provided to the City of Port Orange will not be considered for evaluation and shall be deemed non-responsive. The awarded firm shall not receive any fees, commissions or other benefits for the insurance carrier/firms that may propose on any of the City's RFPs or from an awarded carrier, unless disclosed in advance in the proposal submittal.

TERM

It is anticipated the City will contract for a period of three (3) years, from date of award, with an option for renewal of an additional two (2) one (1) year renewals, if mutually agreeable with both parties, for a maximum of five (5) years. The City of Port Orange reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term. Either party may terminate this agreement by giving 60-days written notice, however, notice by the proposer shall not be given or accepted within 180 days prior to policy renewal.

CURRENT EMPLOYEE AND BENEFIT PLAN INFORMATION

- Current total annual health insurance premium costs - \$4,070,000;
- Approximately 460 full time covered employees and 2 part-time covered employees;
- Demographics of covered employees – Average Age is 45; 73% Male & 27% Female;
- All employees are located in Florida;
- Plan year is January 1 - December 31 with Open Enrollment the month of November;
- Fiscal Year is Oct 1 – Sept 30;
- Fully Insured Health Insurance Benefits with Florida Health Care Plans - City pays 100% of single coverage for HDHP Plan and lowest cost HMO. Employee pays 100% of dependent coverage;
- Fully Insured Dental Insurance Benefits with Florida Combined Life - City pays 100% of single coverage. Employee pays 100% of dependent coverage;
- Group Life and AD&D Insurance with Florida Combined Life - City pays 100% of employee coverage;
- Employee Assistance Program (EAP) with Aetna - City pays 100% of employee coverage;
- Flexible Spending Account (FSA) with HSABank;

- Health Savings Account (HSA) with HSABank;
- Vision with VSP - Employee pays 100% of all coverages; and
- Voluntary Supplemental Insurances: STD, Life, Accident, Cancer, Hospitalization, Critical Care with Aflac, Colonial Life and Police & Fireman's Insurance - Employee pays 100% of all coverages.

SCOPE OF SERVICES

This section outlines the products and services that the City of Port Orange expects to receive from a qualified firm as a subject matter expert.

RENEWAL YEAR SERVICES

- Meet with staff as necessary to discuss benefit plan options and establish goals and objectives for the City of Port Orange's Benefits program;
- Provide analysis of renewal of current plan, reviewing past performance;
- Research, design, and propose employee benefit plans for the City of Port Orange, as appropriate, using current City of Port Orange medical and dental benefit plans as benchmarks;
- Review additional available cost savings plan alternatives and creative funding options;
- Provide the City of Port Orange with information on what other municipalities of comparable size and location will be doing with their benefits in the upcoming plan year;
- Upon request, assist in coordinating a comprehensive "Request for Proposal" (RFP) to identify potential high quality benefits proposers, according to established City of Port Orange guidelines; the scope of this RFP may include, but is not limited to: Medical, Dental, Vision, Basic Life, Voluntary Life, Accidental Death and Dismemberment, Short Term and Long Term Disability insurance providers;
- Act as negotiator and consultant to the City of Port Orange during benefit contract negotiations and renewals;
- Prepare and present a written analytical report of the proposals received including recommendation(s) and supporting documentation for recommendations;
- As edited and approved by the City of Port Orange's Benefit Administrator, coordinate the design, printing and production of a comprehensive Employee Benefits Handbook to be distributed to each benefit eligible employee on an annual basis;
- Assist with the planning and implementation of selected changes including transition from the current to new vendors, the renewal proposal, and other benefits changes;
- Assist with annual open enrollment including coordinating multiple employee meetings at various locations;

- Advise and assist the City of Port Orange Benefits Administrator with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance; and
- Assist the City of Port Orange with the development of performance guarantees relating to vendors' performance of services to the City of Port Orange, and evaluation of the performance of vendors.

ON-GOING SERVICES FOR HEALTH AND DENTAL INSURANCES

- Provide dedicated personnel as the primary contact for managing the account relationship with the City of Port Orange (specify names and areas of responsibility for each person);
- Monitor the programs' operations throughout the year to ensure that benefit providers are meeting all customer service requirements and standards;
- Provide ongoing administrative support, as requested, by acting as a liaison between the City of Port Orange and providers to assist promptly with resolving claim disputes, contract administration and interpretations, and other issues;
- Provide health advocacy services directly to plan members including, but not limited to, reviewing hospital and doctor bills, and Explanation of Benefits for claims accuracy, developing claims appeals, researching and resolving pharmacy delays or denials, assisting with member eligibility, explaining available benefits and services, and providing periodic on-site visits to provide said services;
- Meet with City of Port Orange staff throughout the year at least quarterly but as often as reasonably necessary;
- Coordinate annual audits of the City of Port Orange's benefits plans and associated vendors and prepare annual financial reports on the results of the completed plan year;
- Prepare and deliver any necessary reports to the City of Port Orange Benefits Administrator, including, but not limited to reports showing claims experience at intervals acceptable to the City of Port Orange;
- Provide advice and assistance in the review of employee health and medical benefits program on a continuing basis to ensure that those plans are in compliance with state/federal requirements and their adequacy of benefits with respect to other plans;
- Track, monitor and provide information or changes on any pending or new legislation whether state or Federal, including the Affordable Care Act, to the City of Port Orange, as well as any employee benefit and funding trends that may affect the benefits program, as well as HIPAA, COBRA, PPACA, etc.;
- Ensure personnel availability for meetings, phone calls, and e-mail correspondence as required;
- Maintain the confidentiality of the City of Port Orange records and data where applicable under federal and state laws; and
- Perform other related services and provide other related products on an "as needed basis"



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. #1

February 3, 2021

RFP 21-04 Broker Services for Employee Insurances

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 14, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS

N/A

B. CHANGES TO SPECIFICATIONS

On Pages 11 and 12 of the RFP, "*Florida Combined Life and VSP*" should both now read as "**MetLife**" and "*Connect Your Care/Florida Capital Bank*" should now read as "**HSABank**".

C. QUESTIONS AND ANSWERS

Question 1: What was the impetus to put this solicitation out to bid? Is this something done every three years?

Answer: This RFP is being solicited because the contract for Broker Services for Employee Insurances has no more renewal options/contract is expiring.

Question 2: Who is the current Broker for the City?

Answer: Brown and Brown Insurance.

Question 3: How long has the City been contracted with Brown and Brown?

Answer: The City has been contracted with Brown and Brown since 2017.

Question 4: Does the City allow bonus commissions from the carriers to the current broker?

Answer: No.

Question 5: What is the City's renewal rate history for the past three years? (Medical, Dental, Vision, Life)

Answer:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Medical	0%	3.90%	0%
Dental	0%	4%	0%
Vision	0%	0%	0%
Life	0%	12.50%	0%

Question 6: What vendor or platform does the City use for their payroll system?

Answer: Workday.

Question 7: Does the City currently have an online enrollment system? If so, is the current broker paying for the online enrollment system?

Answer: Yes, the City does have an online enrollment system, but the broker does not pay for it.

Question 8: What is the name of your current enrollment system?

Answer: Workday.

Question 9: How is the City connecting to your enrollment system?

Answer: It is all one system.

Question 10: What services are you receiving (i.e. technology only, billing reconciliation, ACA, etc.) from your current enrollment system?

Answer: None from the Broker.

Question 11: If your current vendor is not handling ACA filing, who is handling it?

Answer: Workday.

Question 12: Does your current broker receive a subsidy for online enrollment?

Answer: No.

Question 13: Does your current broker provide and pay for COBRA services? And who is your COBRA vendor?

Answer: No; Wage Works.

Question 14: Does the City offer Retiree Benefits in addition to the employee health insurance?

Answer: Dental and Vision Insurance.

Question 15: Are there any current wellness initiatives instituted through the carrier or current broker?

Answer: There are no formal initiatives.

Michael Hall
Purchasing Agent
mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject RFP 21-04 Broker Services for Employee Insurances remains unchanged.

END OF ADDENDUM NO. #1



CITY OF PORT ORANGE

PURCHASING DIVISION
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ADDENDUM NO. #2

February 11, 2021

RFP 21-04 Broker Services for Employee Insurances

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 14, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS

Please see the attached reports for proposer's informational purposes. Note that the 7/1/18 renewal was for 18 months to get the City to a 1/1/20 plan year.

B. CHANGES TO SPECIFICATIONS

On Pages 11 and 12 of the RFP, "*Florida Combined Life and VSP*" should both now read as "**MetLife**" and "*Connect Your Care/Florida Capital Bank*" should now read as "**HSABank**".

C. QUESTIONS AND ANSWERS

Question 1: What was the impetus to put this solicitation out to bid? Is this something done every three years?

Answer: This RFP is being solicited because the contract for Broker Services for Employee Insurances has no more renewal options/contract is expiring.

Question 2: Who is the current Broker for the City?

Answer: Brown and Brown Insurance.

Question 3: How long has the City been contracted with Brown and Brown?

Answer: The City has been contracted with Brown and Brown since 2017.

Question 4: Does the City allow bonus commissions from the carriers to the current broker?

Answer: No.

Question 5: What is the City's renewal rate history for the past three years? (Medical, Dental, Vision, Life)

Answer:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Medical	0%	3.90%	0%
Dental	0%	4%	0%
Vision	0%	0%	0%
Life	0%	12.50%	0%

Question 6: What vendor or platform does the City use for their payroll system?

Answer: Workday.

Question 7: Does the City currently have an online enrollment system? If so, is the current broker paying for the online enrollment system?

Answer: Yes, the City does have an online enrollment system, but the broker does not pay for it.

Question 8: What is the name of your current enrollment system?

Answer: Workday.

Question 9: How is the City connecting to your enrollment system?

Answer: It is all one system.

Question 10: What services are you receiving (i.e. technology only, billing reconciliation, ACA, etc.) from your current enrollment system?

Answer: None from the Broker.

Question 11: If your current vendor is not handling ACA filing, who is handling it?

Answer: Workday.

Question 12: Does your current broker receive a subsidy for online enrollment?

Answer: No.

Question 13: Does your current broker provide and pay for COBRA services? And who is your COBRA vendor?

Answer: No; Wage Works.

Question 14: Does the City offer Retiree Benefits in addition to the employee health insurance?

Answer: Dental and Vision Insurance.

Question 15: Are there any current wellness initiatives instituted through the carrier or current broker?

Answer: There are no formal initiatives.

Question 16: Does the City receive a rebate or premium returns from Florida Health Care Plans?

Answer: No.

Question 17: The RFP shows the City has dental with Florida Combined Life and Vision with VSP. The City Council Agenda Item for meeting dated 10/6/2020 advises the current MetLife standard contract for services effective January 1, 2020 for until December 31, 2020 allows for two additional one-year periods (1/1/21-12/31/21 and 1/1/22 – 12/31/22 subject to city Council approval. The 1/1/21 renewal with no increase to the current premium and no reduction in benefits. Is MetLife the City's current carrier for dental and vision insurance?

Answer: Yes, please see B. Changes to Specifications for revision. The City has MetLife for Dental, Vision and Group Term Life.

Question 18: Does the City's broker receive commission from MetLife for the dental and vision insurance?

Answer: No.

Question 19: Is the City's Life and AD&D with Florida Combined Life?

Answer: No, MetLife.

Question 20: Does the City's broker receive commission for the Life and AD&D insurance?

Answer: No.

Question 21: Does the City's current broker receive commission from the City's Voluntary Supplemental Insurance companies (Aflac, Colonial Life and Police & Fireman's Insurance)?

Answer: No.

Question 22: What is your Medical Loss Ratio for the last three years?

Answer: The MLR History for paid claims are as follows:

2020	65.5%
2019	78.8%
2018	89.9%

Question 23: Does your current broker earn commission on all coverages or do you pay an annual fee? If by commissions, what is the average annual commission earned?

Answer: The City pays an annual fee, no commission.

Question 24: I understand you have 460 full time covered employees; does this include all benefit eligible employees? Do you also have retirees covered through your medical, dental etc.? If so, how many? How many are non-Medicare eligible?

Answer: The 460 full time covered employees does include all benefit eligible employees. Retirees are covered through our medical and dental: 37 on Medical and 67 on Dental; none of the retirees on Medical are Medicare eligible.

Question 25: How is your annual and new hire enrollment handled? Use of paper or electronic enrollment?

Answer: Our annual and new hire enrollment is handled by our HRIS system: Workday; We use electronic enrollment.

Question 26: If you utilize a Benefits enrollment website, do you own it or is it provided by a carrier or your broker?

Answer: We utilize Workday software as our entire HRIS System.

Question 27: Are there any areas of your current health plan that you would like to improve?

Answer: No.

Question 28: Do you currently have any wellness initiatives or incentives? If yes, how would you describe your programs success?

Answer: No.

Question 29: Are there any other services provided to you by your Broker such as COBRA services, Compliance or Workforce productivity? Is it free or is there a cost?

Answer: The current Broker assists with COBRA cases with our vendor Wage Works; They do a compliance audit and the will assist with wellness initiatives—if needed.

Question 30: What is the annual fee for your current Broker?

Answer: The annual fee is \$60,000.00 per year for our current Broker.

Question 31: Does the City have Vision and Life Insurance Claims Reports available?

Answer: No. Per our current carrier, “We are only able to provide dental reporting for this customer. The vision plan is group rated so we are unable to isolate claims. As for the life, we require 1000 enrolled before we are able to isolate claims.”

Michael Hall
Purchasing Agent
mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject RFP 21-04 Broker Services for Employee Insurances remains unchanged.

END OF ADDENDUM NO. #2