

RFP 12-108 ACTUARIAL CONSULTING SERVICES

December 13, 2012

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Scope:

The City of Fernandina Beach is soliciting proposals from qualified actuaries and/or actuarial firms with extensive experience in Florida City and County public pension plans (including implementation of new Florida laws regarding pensions effective in 2011) to provide Actuarial Consulting Services (hereinafter referred to as "PROFESSIONAL") in connection with an evaluation of the financial health of its pension plans.

The City has two defined-benefit contributory pension plans - one plan covers the General Employees and the other covers the Police Officers & Firefighters. The two pension plans were established by City Ordinance in 1962 for the benefit of full-time employees, and each is operated by a five-member Board of Trustees. . The City of Fernandina Beach has a total of 163 covered positions eligible to participate in one of these plans. The City of Fernandina Beach has operated a two-tiered defined benefits plan for the General Employees: Plan A - employees hired after February 1993 contribute 6.5% of gross earnings, and Plan B - employees hired prior to February 1993 do not contribute; last Plan B member has now retired. The Plans are affected by three independent and individual collective bargaining agreements with the United Brotherhood of Carpenters and Joiners, Local 2120 (General Employees), the International Association of Firefighters and the Coastal Florida Police Benevolent Association. Foster & Foster, Inc. is currently the Actuary for both defined benefit plans. A copy of the most recent Actuarial Valuation Report for both plans is attached. The City of Fernandina Beach expects the following as the minimum scope of services:

- Importing City Employee, Police and Fire Employee data and payroll records.
- Calculate and report the cost of changes in benefit structure and/or assumptions for the purpose of models and projections.
- Provide general advice and counsel on the Plans and benefit structures on possible plan changes and improvements.
- Meet, as necessary, with the City Manager, Controller, City Attorney, consultant attorneys and City Staff to explain changes to the Funds and actuarial assumptions based on certain projections or changes.

General Information:

Questions regarding this solicitation must be received in writing to Patti Clifford, City Controller, City Hall, 204 Ash Street, Fernandina Beach, FL 32034 or email to pclifford@fbfl.org, no later than, five (5) days before the RFP Opening Date. Responses to questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Fernandina's website; www.fbfl.us, Bid Posting web page and to the Onvia DemandStar website www.demandstar.com. It is the Professional's responsibility to check the City's website for Addenda prior to submitting their proposal.

If there is an Addendum it becomes part of the original RFP and shall be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

All PROFESSIONALs are advised that under chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

Anticipated Schedule

(Subject to Change)

December 12, 2012	Send Advertisement to Newspaper
December 19, 2012	Request for Proposals Advertised
January 3, 2013	RFP Opening Date (2:00 pm Deadline for Receipt)
January 7, 2013	Committee Evaluation Scores to City Manager Office
January 8, 2013	Committee Discussion of Evaluation Scores and Final Scoring
	and Recommendation
January 9, 2013	Submit Resolution and Summary for Agenda
January 15, 2013	Decision by City Commission

Term of Contract:

The term of this contract shall be for a period of no more than one (1) year. The terms, provisions and conditions of this agreement shall apply for the initial term of the agreement.

Submittal Information:

The RFP submittal (1 original, 5 copies) and a CD or memory stick containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software must be delivered to City Hall in a sealed package, clearly marked on the outside and addressed to:

City of Fernandina Beach
City Clerk's Office
RFP# 12 - 108 ACTUARIAL CONSULTING SERVICES
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered submittals are to be taken to the Clerk's Office at the above address.

Any submittal received after 2:00 pm on January 3, 2013 will not be considered and will be returned unopened. It shall be the sole responsibility of the firm to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the firm.

Proposal Package:

The Proposal Package shall contain the following information behind tabs identified as A-E:

- Cover Letter and Contact Sheet Exhibit A
- Qualifications and Experience. (Tab A)
- Description of prior government projects and understanding of this project. (Tab B)
- Evidence of required Licenses/Certifications/Certificates of Insurance to legally provide services requested. (Tab C)
- Three (3) current references directly related to the requirements of this RFP. Contact information must include project name, contact person's name, company, complete address, phone number and <u>email address</u>. (Tab D)
- Cost of Services Fee Proposal (Tab E)
- Public Entity Crimes Statement Exhibit B. (Tab F)
- Drug Free Workplace Certification Exhibit C. (Tab F)
- E-Verify Statement Exhibit D. (Tab F)

Fee Proposal:

ACTUARIAL CONSULTING SERVICES - PENSION PLANS FOR GENERAL AND POLICE & FIRE EMPLOYEES

Please address your fee proposal in the following manner:

- a) With regard to the Actuarial Consulting Services described herein, other than in connection with a transaction, please propose the amount of your proposed fee on a fix annual cost, payable monthly.
- b) With respect to additional agreed upon services that may be best performed on an hourly basis, please provide your proposed compensation on a time and expense basis, with a list of hourly billing rates for the firm and any proposed charges.
- c) Fee Proposal must be itemized in the format provided in the Scope (above):
 - 1) Importing City Employee, Fire & Police data and payroll records.

Lump Sum Amount

- (2) Provide general advice and counsel on the Plans and benefit structures on possible plan changes and improvements.
- (3) Calculate and report the cost of changes in benefit structure and/or assumptions for the purpose of models & projections.
- (4) Meet, as necessary, with the City Manager, Controller, City Attorney, consultant attorneys and City Staff to explain changes to the Fund and actuarial assumptions based on certain projections or changes.

Hourly Rates

(5) Anticipated Expense Structure (i.e. copy per page amount, etc.)

If applicable, any related expenses such as supplies, printing, binders, etc. **shall be included in PROFESSIONAL's hourly rate**. Related expenses shall also include any postage, telephone toll charges, or other charges incurred in the normal course of business.

If the City of Fernandina Beach should require any travel, a PROFESSIONAL located outside of the five-county (Nassau, Duval, St. Johns, Clay and Baker Counties, Florida) area shall be compensated in accordance with current City per diem rates and travel policy. No costs for travel, meals, or accommodations shall be charged to the City for travel within the five-county area unless the PROFESSIONAL's office assigned to the project is located outside this area. PROFESSIONAL shall incur no travel expenses chargeable to the City without prior approval by the City Manager. PROFESSIONAL shall provide, if required by the City, documentation of all actual travel or related costs.

Evaluation Criteria:

Submittals shall be reviewed by the Evaluation and Recommendation Committee (ERC) which is comprised of qualified City of Fernandina Beach staff members appointed by the City Manager. The ERC will provide their recommendations for award to the City Manager. Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the City. The Items to be considered during the evaluation and the associated point values are as follows:

1) Experience/Technical	35%
Qualifications of the Persons Assigned to the Project	
2) Project Understanding, Proposed	35%
Approach and Methodology	
3) References and successfully	15%
completed similar projects	
4) Cost of Services	15%
_	
	100

MAXIMUM POINTS

100%

<u>Selection Process:</u> A short list of finalists and rankings will be determined by the City Manager and presented to the City Commission, in accordance with the applicable City of Fernandina Beach Code of Ordinances, and the City Commission will determine the topranked firm for the purposes of negotiating a contract with the top ranked firm.

General Terms and Conditions:

A. Fund Availability.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. City of Fernandina Beach abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Prompt Payment Act.

Payment due hereunder shall be made by the City to PROFESSIONAL in accordance with the Local Government Prompt Payment Act`. The City's preferred method of payment is electronically by credit card/line. Upon award, PROFESSIONAL will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. PROFESSIONAL must state on Exhibit "A" Bid Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.

C. Local Business Tax Receipt (formerly Occupational License).

City of Fernandina Beach requires a Local Business Tax Receipt (formerly Occupational License) be held by all its PROFESSIONALs. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state or city.

D. <u>Permits, Licenses, or Fees.</u>

Any permits, licenses, or fees required will be the responsibility of the PROFESSIONAL. The City will not entertain separate payment for these items.

Taxes.

City of Fernandina Beach does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from a contract issued under this RFP document.

E. Governing Laws and Venue.

Any contractual arrangement between City of Fernandina Beach and the PROFESSIONAL shall be consistent with, and be governed by, the ordinances of the City, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Nassau County, Florida.

F. Conflict of Interest,

All PROFESSIONALs must disclose, with their proposal, the name of any corporate officer, director, or agent who is also an officer or employee of the City. Furthermore, all PROFESSIONALs must disclose the name of any City of Fernandina Beach officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the PROFESSIONAL's firm or any of its branches, subsidiaries, or partnerships.

G. Additional Terms and Conditions.

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the PROFESSIONAL's authorized signature affixed to the proposal signature section attests to this.

H. Indemnification

The PROFESSIONAL agrees to assume liability for and indemnify, hold harmless. and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the PROFESSIONAL, its agents, officers, PROFESSIONALs, subPROFESSIONALs, employees, or anyone else employed or utilized by the PROFESSIONAL in the performance of this Agreement. The PROFESSIONAL's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the PROFESSIONAL against the City and the PROFESSIONAL hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

I. Insurance

The PROFESSIONAL shall not commence any Work until he/she has obtained all of the following applicable types of insurance and such insurance has been approved by the CITY, has named the CITY as an additional insured, except for Worker's Compensation Coverage, nor shall the PROFESSIONAL allow any SubPROFESSIONAL to commence Work on his subcontract until all similar insurance required of the SubPROFESSIONAL has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the CITY in writing.

The PROFESSIONAL's insurance, and the insurance of any other party bound to the PROFESSIONAL, shall be considered primary. The CITY's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions.

If the insurance of any PROFESSIONAL or any subPROFESSIONAL contains deductible(s), penalty (s) or self-insured retention(s), the PROFESSIONAL or SubPROFESSIONAL whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty (s) or self-insured retention(s). Certificates of Insurance acceptable to the City of Fernandina Beach for the PROFESSIONAL's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the PROFESSIONAL.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of the City of Fernandina Beach.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Excess Liability to include the City of Fernandina Beach as Additional Insured, including Completed Operations (Form CG 20 10 and CG 20 37 or equivalent). Other Additional Insured forms might be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement to the policy shall be provided with the certificate of insurance.

All Certificates of Insurance shall be dated and shall show the name of the insured PROFESSIONAL, the specific job by name and job number, the name of the insurer, the policy number, its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of the project and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, PROFESSIONAL shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

The failure of the City of Fernandina Beach to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in PROFESSIONALs coverage based on the evidence of insurance provided by the PROFESSIONAL shall not be construed as a waiver by the City of Fernandina Beach of PROFESSIONALs obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit PROFESSIONALs liability arising out of the work performed or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of PROFESSIONAL's right under any policy with higher limits, and no policy maintained

by the PROFESSIONAL shall be construed as limiting the type, quality or quantity of insurance coverage that PROFESSIONAL should maintain. PROFESSIONAL shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of PROFESSIONAL to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach.

Loss Deductible

If the insurance of any PROFESSIONAL or any subPROFESSIONAL contains deductible(s),

penalty (s) or self-insured retention(s), the PROFESSIONAL or SubPROFESSIONAL whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

SubPROFESSIONAL's Insurance

PROFESSIONAL shall require each of his SubPROFESSIONALs to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the PROFESSIONAL 's insurance.

PROFESSIONAL shall also obtain from each subPROFESSIONAL a written indemnification in form and substance identical to the indemnity as set forth in Part 1 above.

Certificate of Insurance

The CITY shall be furnished proof of insurance coverage as follows:

- The name of the insured PROFESSIONAL, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date
- Statement that the insurer will mail notice to the CITY and a copy to the CITY'S REPRESENTATIVE at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy
- Certificate of Insurance shall be in the form as approved by the CITY and such Certificate shall clearly state all the coverages required in this Article
- If requested by the CITY, the PROFESSIONAL shall furnish complete copies of his and his SubPROFESSIONAL's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies
 of policies by the PROFESSIONAL or by any of its representatives which
 indicate less coverage than required by the Contract Documents does not
 constitute a waiver of the PROFESSIONAL's obligations to fulfill the
 requirements of this Article.

Workers' Compensation Insurance

The PROFESSIONAL shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, the PROFESSIONAL shall require the SubPROFESSIONAL similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded

by the PROFESSIONAL. Such insurance shall comply with the Florida Workers' Compensation Law.

The PROFESSIONAL shall purchase and maintain at the PROFESSIONAL's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Subcontract. The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes

And

Part Two - Employer's Liability Insurance

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

*If leased employees are used, policy must include an Alternate Employer's Endorsement (WC 00 03 01 or equivalent) naming the PROFESSIONAL.

In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the PROFESSIONAL shall provide adequate insurance, satisfactory to CITY for the protection of employees not otherwise protected.

Liability Insurance

The PROFESSIONAL shall take out and maintain Commercial General Liability and Commercial Automobile Liability Insurance as shall protect CITY from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability

The PROFESSIONAL shall purchase and maintain at the PROFESSIONAL's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) (Modified Occurrence or Claims Made forms are not acceptable).

The Limits of this insurance shall not be less than the following limits:

The Limits of this insulance shall not be less than the following	ig ilitilits.
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products &	
Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

 Coverage shall include premises, operations, products, completed operations, independent PROFESSIONALs, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.

 If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

<u>Professional Liability</u> or functional equivalent with limits not less than \$1,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.

K. Public Entities Crimes.

A person or affiliate who has been placed on the convicted PROFESSIONAL list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a PROFESSIONAL, supplier, subPROFESSIONAL, 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, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted PROFESSIONAL list. By signature on this solicitation, the PROFESSIONAL certifies that it is qualified to do business with the City of Fernandina Beach in accordance with all Florida Statutes.

M. Acceptance of Goods/Services.

Receipt of goods/service shall <u>not</u> constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful PROFESSIONAL takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

N. Drug-Free Workplace.

By signature on this solicitation, and completion of the Drug-Free Workplace form, the PROFESSIONAL certifies that it is qualified to do business with the City of Fernandina Beach and has certification that they have implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes.

P. Additional Information.

The City of Fernandina Beach reserves the right to request any additional information needed for clarification from any PROFESSIONAL for evaluation purposes.

Q. Equal Opportunity.

City of Fernandina Beach recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All PROFESSIONALs are required to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action

R. Lobbying.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. PROFESSIONALs shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

s. Public Records.

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to this statute. All public records request shall be submitted to the City Clerk's office at 904-277-7305.

T. Cost of Submittal.

The PROFESSIONAL understands that any and all costs related to the submittal of a proposal is considered an operational cost of the PROFESSIONAL and shall not be passed on to, or be borne by, the City.

U. Federal Grant Money.

In the event a project is funded with federal grant monies, PROFESSIONAL may not participate in the RFP if PROFESSIONAL is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. https://www.epls.gov/epls/search.do . PROFESSIONAL shall include copy of search results with their proposal.

V. <u>Submission of Proposals.</u>

THE SIGNED PROPOSAL SHALL BE CONSIDERED AN OFFER ON THE PART OF THE PROFESSIONAL AND SUCH OFFER SHALL BE DEEMED ACCEPTED UPON APPROVAL OF THE CITY COMMISSION AS RECOMMENDED BY THE CITY MANAGER. IN CASE OF DEFAULT, THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS, TO WAIVE IRREGULARITIES AND TECHNICALITIES, AND TO REQUEST NEW PROPOSALS. THE CITY ALSO RESERVES THE RIGHT TO AWARD ANY RESULTING AGREEMENT AS IT DEEMS WILL BEST SERVE THE INTERESTS OF THE CITY.

The City reserves the right to determine, at its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals. The City further reserves the right to negotiate with any person or firm submitting Proposals and reserves the right to reject any or all Proposals with or without cause. In the event that this Request for Proposals is withdrawn by the City for any reason, the City shall have no liability to any applicant for any costs or expenses incurred in connection with this Request for Proposals or otherwise. All such expenses incurred in the preparation of a Proposal shall be borne by the

PROFESSIONAL. Failure or refusal of the successful PROFESSIONAL to execute a contract within thirty (30) days after award shall constitute a default. Any such PROFESSIONAL shall not assign, transfer, convey or otherwise dispose of any or all of its rights, title or interest therein, or its power to execute such contract to any person or firm without prior written consent of the City.

SEE ATTACHMENT 1 – City Pension Plan Documents (General and Police & Fire)

SEE ATTACHMENT 2 – City Pension Plans Actuarial Valuation Reports as of October 1, 2011

EXHIBIT "A"

CONTACT SHEET

CITY OF FERNANDINA BEACH RFP # 12 - 108

Name:	
Federal Taxpayer ID:	
Mailing Address:	
City, State, & Zip Code:	
Telephone:	Fax:
Email:	
Submitted By:	
Title:	
Vendor Accepts Credit Cards*: Yes No	
Accounting Contact:	
Name:	Title:
Email Address:	Phone:

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

EXHIBIT "B" TO GENERAL CONDITIONS TO RFP # 12 - 108

CITY OF FERNANDINA BEACH, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

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

1.	This sworn statement is submitted with Bid, Proposal or Contract for
2.	This sworn statement is submitted by (entity) whose business address is and (if applicable) Federal Employer Identification Number (FEIN) is (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number:)
3.	My name is and my relationship to the entity named above is
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion racketeering, conspiracy, or material misrepresentation.
5.	I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), <u>Florida Statutes</u> , means finding of guilt or a conviction of a public entity crime with or without ar adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- 1. A predecessor or successor of a person convicted of a public entity crime; or
- 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.) ____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.) Signature Date: STATE OF FLORIDA COUNTY OF _____ PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____ 201 ____, and is personally known to me, or has provided _____ as identification. Notary Public My Commission expires:

agents who are active in management of an entity.

EXHIBIT "C" TO GENERAL CONDITIONS TO RFP # 12- 108 CITY OF FERNANDINA BEACH

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed PROFESSIONAL certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY:		
CITY:	_ STATE:	ZIP CODE:
TELEPHONE NUMBER(S):		
SIGNATURE:		
NAME (TYPED OR PRINTED):		TITI E

EXHIBIT "D" RFP 12~108

CITY OF FERNANDINA BEACH



Bid/Proposal Number:

Project Description:	
Vendo	r/Consultant acknowledges and agrees to the following:
	r/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in ance with the terms governing use of the system, to confirm the employment eligibility of:
1.	All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2.	All persons, including subPROFESSIONALs, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.
Compa	any/Firm:
Author	rized Signature:
Title:_	
Date:_	