



City of Statesboro

Request for Qualifications:

Life Insurance Brokerage Services

The City of Statesboro is requesting sealed qualifications for the provision of life insurance brokerage services for a three year period. The City intends to select a broker to shop numerous insurance carriers in order to provide the best and most economical insurance coverage available. It is believed that by selecting a broker, the City will have access to potential quotes by all carriers thereby increasing competition vying to provide our policy. The broker will be selected by a committee made up of City of Statesboro staff members. This committee will evaluate each firm's submittal based on a set grouping of pre-determined criteria. Once selected and approved by Council, the firm will enter into negotiations for a contract to serve as broker for life insurance services for the City of Statesboro. The City of Statesboro shall reserve the right to accept and or reject any proposal submitted by the chosen broker. It is expected to start the new contract for life insurance services **February 1, 2014**. It shall be the responsibility of the selected firm to provide an acceptable coverage policy by this date. It is expected that a firm will be chosen during the first Council meeting in December. At this point, the selected broker will have until **February 1, 2014** to bring, for acceptance to the City, an acceptable life insurance policy. The City of Statesboro is a comprehensive municipality that includes but not limited to the following departments: Police (no jail facility), Fire, Natural Gas, Water/Sewer, Waste Water, Finance, Engineering, Community Development, IT, Human Resources, Legal, Clerk and an elected Council with Mayor. It is expected that the chosen broker will supply all needed services to include but not limited to: Assignment of staff to assess our insurance needs, present our policy to the markets based on selected coverage requirements, represent the City on negotiations with selected markets and bringing the proposals to the City for approval, administer any claims during the contract and notify the City of any premiums or renewals needed, provide any reports needed by the City pertaining to insurance coverage, primary account representative must be available at all times or other account team member if filling in and all other reasonable services required related to insurance. The finalized contract with the chosen broker will include all requirements as this is just intended to be a descriptive summary. The City of Statesboro shall reserve the right to require the selected broker to obtain a quote from any carrier that is available. This contract shall be for a three year term and the City of Statesboro shall retain all rights to include but not limited to the requirements listed in this bid package and the "boiler-plate" section as well. Please be sure to include all criteria areas in your RFQ sealed submittal as these five (5) criteria will be used to evaluate and to obtain a maximum score.

RFQ sealed submittal deadline: November 15, 2013 at 3 PM EST in the City of Statesboro Purchasing Office. All firms shall be responsible for any addendum issued. Please check with the Purchasing website or contact the Purchasing Office.



Street Address: City of Statesboro, c/o Purchasing Dept., 50 East Main Street, Statesboro, GA 30458

Mailing Address: City of Statesboro, c/o Purchasing Dept., PO Box 348, Statesboro, GA 30459

Phone Contact: Darren Prather, (912) 764-0642

Email Contact: darren.prather@statesboroga.gov

RFQs must be sealed at time of submittal. Emailed, faxed and other electronic submittal forms shall not be accepted.

Please mark sealed envelope "RFQ 2014-7 Life Insurance Brokerage Services"

Please submit five (5) copies of your sealed RFQ

Questions: Shall be presented in written form and must be submitted no later than **November 7th, 2013 at 3PM EST.** This will allow time to issue any addendums that are necessary. Please be sure to verify receipt of your questions.

Public Records: Firms should be aware that any information submitted is considered public record after the submittals have been publicly opened.

Reservation of Rights: The City of Statesboro shall reserve the right to accept and or reject any and or all RFQ submittals if it is in the best interest of the City to do so. The City shall reserve the right to modify and negotiate any terms or conditions contained herein.

Selection Process and Criteria: A selection committee will review the sealed RFQ submittals and evaluate and rate each submittal based on the established criteria. An evaluation team consensus will be formed by evaluation scores and further discussion and the selected firm will be recommended to the City of Statesboro Council for a contract to conduct life insurance brokerage services for the City. The evaluation criteria shall be as follows: (all criteria below shall be weighted a maximum of 20 points each in evaluation)

1. Please list all markets available for life insurance services and their AM Best rating if available. If an AM Best rating is not available please list premium volume obtained.
2. Local government (City, County School Boards etc.) life insurance experience. Please list each entity for which your firm has served or is serving within the last ten years. Please list the firm's history and general experience in Statesboro and similar communities.
3. Please list Firm's staff and the staff to be assigned to our account if awarded. Please list the credentials of the staff to be assigned.
4. Please list your firm's experience in brokering life insurance.
5. Please list pertinent references in local government if available. If none are available, please list other clients served. Please list a contact person and number for each reference.

Each sealed submittal will be evaluated based on the information provided in response to the five (5) information requests (criteria) listed above. Please make your response clear and concise and provide



answers that are categorized into the five (5) sections above. This is necessary in order to an efficient evaluation by the selected committee members. Thank you for your interest in this process as your participation benefits the City of Statesboro greatly.

Date: _____

Firm's Name: _____

Authorized Signature: _____

Phone: _____

**CITY OF STATESBORO
NOTICE**

**These are the “boiler-plate” rules and requirements
of the City of Statesboro in regards to submitting sealed
bids, proposals and qualifications.**

**(Please sign where required and adhere to the requirements that
pertain to this Bid)**

Also, please submit one copy with each Bid/RFP/RFQ response.

**Only one copy per vendor submittal—If sending five copies of bid, only send one of these signed—
both areas signed (agreement and non-collusion affidavit)**

All applicable terms and conditions contained herein shall apply.

**It shall be the sole right of the City of Statesboro to determine
the applicability of any condition in question.**

INSTRUCTIONS TO BIDDER

BID FORMS. Unless otherwise specified, vendor may submit individual bid forms.

BID OPENING AND BID RESULTS. Bids are opened publicly in the City of Statesboro Purchasing Office. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request.

BID WITHDRAWAL. Bidders' authorized representatives may withdraw bids only by written request received by the City of Statesboro prior to the submittal deadline. After the bid deadline has past, vendors shall not be allowed to withdraw their bids for a period of (90) days. The determined successful bidder shall not be allowed to withdraw their bid at any time.

INFORMED BIDDERS. Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

LATE BIDS. Bids not received by the Bid Submittal Deadline are late. Late bids will be returned to Bidders unopened.

PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

OFFERS OF MORE THAN ONE PRICE. Bidders are allowed to submit more than one bid but not more than four bids. Bidders may submit one Base Bid and up to three Alternate Bids. Where Bidder submits more than one bid, one bid shall be marked "Base Bid" and the others shall be marked "Alternate Bid". Each Base Bid and each Alternate Bid shall be submitted in accordance with the terms and conditions of this bid solicitation. Bidders may reproduce this bid package to submit alternate bids. Additional bid packages will not be furnished by the City of Statesboro. Also, if both parties agree, additional units may be purchase within a twelve (12) month calendar year from the original award of this contract with all terms and conditions of the original bid/contracting process being in effect.

INSTRUCTIONS TO BIDDER - Continued

QUESTIONS, INTERPRETATION, OR CORRECTION OF QUOTE DOCUMENTS. Bidders shall notify the City of Statesboro Purchasing Department of any inconsistency found during the examination of the solicitation. Any clarification shall be made, in writing to the COS Purchasing Agent. *Questions regarding this solicitation must be submitted in writing*, either by mail or facsimile, to COS Purchasing Agent and shall arrive at least four (4) working days prior to submittal Deadline. Questions received after the deadline will not be addressed. Bidder's company name, address, phone and fax number, and contact person must be included with the questions or comments.

Clarification, corrections, or changes to specifications. All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum *only*. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addendum will be send to all known solicitation holders by facsimile or US mail. It is the Bidders sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

TERMS OF THE OFFER. COS's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the COS. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

TERMS AND CONDITIONS

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

CANCELLATION OF CONTRACT. The City of Statesboro shall reserve the right to cancel this contract by giving (30 Days written notice to the vendor. The COS may cancel this contract with cause anytime by giving - (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the COS and shall include but not limited to: failure to supply materials or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the City of Statesboro (COS).

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the COS, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and COS's written acceptance shall constitute a binding contract.

TERMS AND CONDITIONS - Continued

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of Georgia. The parties stipulate that this contract was entered into in the county of Bulloch, in state of Georgia. The parties further stipulate that the county of Bulloch, GA, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the COS enters into a contract as a result of this solicitation.

REJECTION OF BIDS. The COS reserves the right to reject any bids, all bids, or any part of a bid. The COS reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the COS or any other governmental agency. The COS expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City of Statesboro (COS).

SAFETY. All articles delivered under this contract must conform to the Safety Orders of the State of Georgia, Division of Industrial Safety.

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the COS.

SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES, FEDERAL EXCISE. The COS is exempt from Federal Excise Tax.

TAXES, SALES. (State) Sales Tax should be shown separately on the Bid Form, when and where indicated.

WAIVER OF INFORMALITIES. The COS reserves the right to waive informalities or technicalities in bids.

SPECIAL PROVISIONS FOR MATERIALS & EQUIPMENT

AUTHORIZED DISTRIBUTOR. Successful Bidder must be an authorized distributor for the product he offers, or with his bid he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.

BRAND NAMES. Manufacturers names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS. Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City of Statesboro shall be the sole judge if equivalents are equal to the items specified. The City of Statesboro reserves the right to waive brand specific requirements.

COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the COS harmless for any failure to so conform.

DELIVERY HOURS.

DELIVERY TIME Please list when work can begin and a completion date.

DEMONSTRATION OF PRODUCT. A demonstration of the item(s) offered may be required. If the demonstration cannot not to be performed at a (Agency) facility, the demonstration must be performed within a 60-mile radius of the COS Purchasing Office. Bidders shall indicate on their bid the location of the demonstration site. Bids for item(s) that do not perform to the COS's satisfaction during the demonstration will be declared non-responsive and will not be considered for award of bid.

**SPECIAL PROVISIONS
FOR MATERIALS & EQUIPMENT - Continued**

F.O.B. POINT & SHIPPING CHARGES. All prices shall be quoted F.O.B. destination, City of Statesboro. All shipping and freight charges shall be shown separately on the bid form.

HOLD HARMLESS. Successful Bidder agrees to indemnify, defend, and hold harmless the City of Statesboro and all employees, insurance carriers connected with COS from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, for provision of the products specified under the contract. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity in this paragraph.

MANUFACTURER & MODEL NUMBER. On his Bid Form, Bidder must state the manufacturer name and model number of each item proposed.

NEW AND UNUSED. Unless specifically provided to the contrary, all materials and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.

SAMPLES. For evaluation purposes, samples may be requested from any Bidder. Samples shall be provided at no charge unless Bidder indicates on his bid the exact charge for samples. The COS reserves the right to consume samples for testing. The COS may retain sample until delivery and acceptance of contracted items and vendor shall remove samples at their expense at the request of COS.

TESTING. After delivery, random samples may be submitted to a commercial laboratory, or other inspection agency, for testing to determine if they conform to the specifications. In cases where tests indicate the samples do not meet specifications, the cost of the testing shall be borne by the contractor. When tests indicate the materials do not meet specifications, the COS reserves the right to cancel the award and to purchase the goods in the open market at the expensed of the vendor.

Bidder further agrees, in addition to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract:

F.O.B. Point. All shipments shall be made F.O.B. destination, City of Statesboro, GA). F.O.B. destination indicates that the *seller* is responsible for shipment until it is tendered to the City of Statesboro, even if the COS agrees to pay for shipping and handling. The COS will allow freight charges, but only if they are indicated on this form. Freight shall be shown separately on the lines provided.

Award. Bid award will be based on the lowest responsible bid price including any transportation charges, as well as any other criteria indicated in these specifications.

Signatures. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

Taxes. The COS is exempt from Federal Excise Tax. The COS is exempt from state sales tax in Georgia.

Non-Collusion Affidavit

State of (Georgia)
County of Bulloch ss.

_____, being first duly sworn, deposes and says that he or she is Owner of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not , directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

_____	_____
(Date)	(Signed)
_____	_____
Bidder Name (Person, Firm, Corp.)	Authorized Representative
_____	_____
Address	Representative's Name
_____	_____
City, State, Zip	Representative's Title

Vendor Name: _____

Representative: _____ / Title: _____

Signature: _____

*By signing this form, I agree to the terms and conditions contained in this bid package and if my company is awarded the contract, I agree that this signed bid response shall serve as the legal binding document concerning this contract.

