

SECTION 1. BACKGROUND

- 1.1 The City of Ocala is soliciting proposals for property and casualty insurance broker services for the following lines of coverage:
- Property and Inland Marine
 - Public Officials
 - Privacy (Cyber) Liability
 - Aviation
 - Crime
 - AD&D
 - Pollution
 - Liquor Liability (Golf Course and Theater)
 - Fiduciary Liability (General Employees, Police & Fire)
 - Surety Bond – Highway Bond
 - Workers Compensation
 - Fire Fighter Cancer Benefit
 - Automobile
 - General Liability

SECTION 2. SUMMARY OF WORK

- 2.1 **SERVICES:** The broker shall perform a full range of services for the City related to the property and casualty insurance lines shown above. This includes, but is not limited to:
- A. Design, market, and implement programs that adequately and economically protect the City of Ocala and designated parties.
 - B. Develop and issue solicitations for coverage lines; evaluate proposals; and make recommendations regarding carriers, coverage, limits, terms, conditions, and exposures.
 - C. Identify programs, products, and insurers capable of meeting the City's insurance needs.
 - D. Review policies and endorsements for accuracy and conformance with negotiated coverage.
 - E. Develop an annual schedule of coverage that lists the policy by coverage, company, policy number, policy duties, premium, and brief description.
 - F. Issue and deliver valid and timely binders for insurance policies purchased by the City through the broker.
 - G. Assist the City in developing insurance requirements for the various contracts (design, construction, and service) and in reviewing insurance policies, contracts, leases, and bonds as requested by the City.
 - H. Coordinate with the City's HR/Risk Management representative to assure that up-to-date exposure data will be incorporated into the issuance of newly purchased policies.

- I. Audit the City's Workers' Compensation classification coding.
 - J. Promptly and accurately process insurance policy certificates and endorsements and other change requests as needed.
 - K. Represent the City in negotiations with insurers, underwriters, insurance regulatory authorities, and other parties on brokered policies.
 - L. Assure that insurance policies purchased are delivered in accordance with the proposal(s) that were accepted by the City.
 - M. Coordinate loss control/safety services desired by the City that are available at "no-cost" from the insurers whose policies were purchased through the broker.
 - N. Provide evaluation, training, and education relative to loss control, safety, claims management, and related topics in the area of risk management.
 - O. Provide information concerning new exposures, regulatory requirements, and uninsurable risks.
 - P. Respond to questions and inquiries from City of Ocala HR/Risk management representatives.
 - Q. Serve as a resource for information on coverage issues, policy interpretation, claims issues, potential exposure, and other issues.
 - R. Assist in risk-related issues in contractual agreements.
 - S. Maintain and protect confidential information.
 - T. Provide COI review and provide guidance on coverage.
- 2.2 **PRICING:** Provide a **FLAT FEE** annual price based on the Scope of Work.
- A. This fee should be full compensation for the broker's professional services and shall include any and all travel required by the broker to meet with City staff as outlined in the Scope of Work and the proposer's approach and methodology.
 - B. Additional compensation will not be paid to the broker or to any other party and is strictly prohibited. **Any and all additional compensation or commissions, as part of brokered policies, paid to any party, including brokers, wholesale brokers, or third-party intermediaries, must be promptly returned to the City.**
 - C. Broker may not accept any type of compensation without full disclosure to the City of the dollar amount or percentage of compensation prior to binding the insured's coverage along with fully refunding the compensation to the insured.
 - D. Failure to disclose third-party compensation agreements/understandings to the City may result in bid rejection or future contract termination.

SECTION 3. STAFF REPLACEMENT

- 3.1 The City reserves the right to request the replacement of the assigned insurance agent/broker appointed as the broker for the City.
- 3.2 At the request of the City, the Consultant must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Consultant must each be promptly notified by the other of any complaints received.

SECTION 4. CITY RESPONSIBILITIES

- 4.1 City shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information, and any other information necessary for the effectuation of insurance coverage at the request of the broker.
- 4.2 City will provide the broker with a notice of any material changes in the City's business operations, risk exposures, or in any other material information provided under this Scope. In addition, the broker shall confirm the accuracy and recommend any changes to insurance policies issued to City.
- 4.3 The City is not obligated to procure any insurance or to use broker for insurance it might wish to procure. The City may do so independently at any time with no notice.