



REQUEST FOR PROPOSAL (RFP)

Actuary Study Of the County's Self-Insured Property, General Liability and Workers' Compensation Insurance Program

RFP Number: 14-0033 Contracting Officer: Susan Kay Dugan
 Proposal Due Date: September 10, 2014 Pre-Proposal Conference: None
 Proposal Due Time: 3:00 p.m. RFP Issue Date: 8/15/2014

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not Applicable
Certificate of Competency/License:	Page 14
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At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the proposal due date. A separate contractual document will be signed by the County and the awarded firm.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: Glicksman Con Phone Number: 561 994 4385
 E-mail Address: SGlicksman @ Contact Person: S. Glicksman

Glicksman Consulting. com

Section 1.1 Purpose

The purpose of this solicitation is to obtain a fixed price from qualified firms for performing an annual actuarial study of the County's self-insured Property, General Liability and Workers' Compensation insurance program.

Section 1.1.2 Background

The County has been self-insured since 1989 for property (including auto physical damage), liability (including general liability and auto liability) and workers' compensation. The property self-insured retention (SIR) is \$100,000 with excess coverage up to \$159 million. The liability limits that are in force during the 10/1/13 to 10/1/14 fiscal year are \$50,000 SIR for general liability with excess coverage up to \$4,000,000 per occurrence; and \$200,000 SIR for Workers' Compensation. The County has a SIR layer between \$500,000 to \$750,000.

Section 1.2 Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Susan Kay Dugan, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473
E-mail: sdugan@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3 Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria, which are listed in order of descending importance:

1. Qualifications

- a. Respondent shall have been engaged in the business of actuarial analysis, and have proven quantifiable ability in this area for a period of no less than three (3) years.
 - b. The individual and who will be performing the work must be an actuary who is a member of the Casualty Actuarial Society and/or the American Academy of Actuaries and have at least five (5) years of experience in performing studies as outlined herein.
2. Proposed materials and plans to accomplish task.
 3. Proposed cost for the total firm fixed price.
 4. Reports from direct and indirect references.
 5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
 6. Other relevant criteria.

Section 1.4 Pre-Proposal Conference

Not applicable

Section 1.5 Term of Contract

This contract shall be effective immediately following the date of execution by the County and remain in effect for thirty-six (36) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term.

Section 1.6 Option to Renew

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for two (2) additional twelve (12) month periods on a year-by-year basis under the same terms and conditions. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Prior to completion of each exercised contract term, the County may consider an adjustment to price based on the changes to the applicable CPI. It is the vendor's responsibility to request any pricing adjustment. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted ninety (90) days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. Any adjustment request received after the commencement of a new option period shall not be considered.

Section 1.7 Method of Payment

Upon completion and acceptance of each specific task required in conjunction with this contract, the vendor(s) shall submit one lump sum invoice that reflects the total value of the specific task. This invoice shall be submitted to the Human Resources Department.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8 Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000

SECTION 1 – SPECIAL TERMS AND CONDITIONS

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Contractual Liability	Included
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Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.), with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	\$ _____
Garage Keepers Liability at coverage value:	\$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in

the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9 Bonds

Not applicable

Section 1.10 Delivery

Per Section 3, Scope of Work

Section 1.11 Acceptance of Services

The services rendered as a result of an award from this solicitation shall not be deemed complete,

until accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

In the event that the service does not conform to the specifications, the County reserves the right to terminate the contract and will not be responsible to pay for any such service.

Section 1.12 Warranty

Not applicable

Section 1.13 Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14 Completion Requirements for RFP

The original proposal and three (3) complete copies of the proposal shall be submitted by the vendor in a sealed envelope and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County’s sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger.

Section 1.15 Proposal Content

The following items shall be included and submitted with your proposal:

- Tab A RFP Coversheet completed.
- Tab B Statement of Interest – to be submitted on the firm’s letterhead and include the following:
 1. Concisely state the firm’s understanding of the services required by the County including a proposed work plan.
 2. Provide a list of any exemptions your firm may have to this RFP. If none please provide the statement “No Exemptions”.
 3. The signature on the statement shall be that of a person authorized to represent and bind the firm.

- Tab C Firm Profile Form (copy attached). Attach proof of license to practice in Florida.
- Tab D Team Composition Form (copy attached). Identify key professional staff assigned to this project. Personnel assigned to this project should have experience working with governmental entities. Identify, at a minimum one (1) actuary who is a member of the Casualty Actuarial Society and/or the American Academy of Actuaries who will work on this project. Make copies of this form as needed.
- Tab E Similar Projects Form (copy attached). Reference similar work efforts (at least five (5) verifiable) performed by your firm within the last three (3) years, to other governmental entities. Make copies as needed.
- Tab F Pricing/Certifications/Signature Forms. Complete and provide Section 4 of this solicitation with all entries completed.
- Tab G Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.
- Tab H. Provide information of the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where a court or administrative agency has ruled for or against you or your organization in any matter related to you or your organization's professional activities.
- Tab I. Financial Stability. Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer.

Section 1.16 Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and

provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

Section 1.17 Additional Work

Although this solicitation and resultant contract identifies specific services to be provided, it is hereby agreed and understood that additional work may be added to this contract at the option of the County. When required, the contractor will be invited to submit price quotes for these additional services. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract. The additional work shall be added to this contract by formal modification.

Section 2.1 Scope of Service

Provide an actuarial study of the County's self-insured property, general liability and workers' compensation insurance program.

Each proposal shall be made on the basis of, and shall meet or exceed, each of the requirements contained herein. The actuary shall provide the County with a reasonable projection of loss costs, cash flows, Incurred but Not Reported (IBNR) costs, and information necessary for the County to comply with requirements of (GASB) Rule 10, for financial reporting purposes. The actuary shall provide, at a minimum, the following:

1. Determination of Required Reserves

Provide projections of reserves, ultimate loss, and allocated loss adjustment expenses (ALAE) for each self-insured program. The actuary shall determine the reserves as required by the Governmental Accounting Standards Board Statement 10 as of September 30, 2014. The actuarial estimate of required reserves shall be identified by the following items:

- Portions attributable to case reserves;
- IBNR reserves;
- Allocated Loss Adjustment Expense reserves.

The actuary shall employ a minimum of two (2) accepted actuarial methods in determining the ultimate losses and required reserves for each self-insured program.

2. Actuarial Report

This engagement requires the preparation of a written report. The report shall provide a description of the actuarial methods employed and a summary of the assumptions underlying the work. A draft report shall be provided to the County within thirty (30) days of receiving information required for the engagement and the final report shall be delivered to the County no later than November 19, 2014.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

BE CAUSE TO REJECT THE PROPOSAL.

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the

County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

**Actuary Study
Of the County's Self-Insured Property,
General Liability and Workers' Compensation
Insurance Program**

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this RFP:</p> <p style="margin-left: 100px;">Addendum #1, Dated: <u>8/29/14</u> </p> <p style="margin-left: 100px;">Addendum #2, Dated: _____</p> <p style="margin-left: 100px;">Addendum #3, Dated: _____</p> <p style="margin-left: 100px;">Addendum #4, Dated: _____</p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this RFP.</p>



LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1

August 29, 2014

RFP No. 14-0033

Actuary Study

**Of the County's Self-Insured Property,
General Liability and Workers' Compensation Insurance Program**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

The purpose of this addendum is to add and clarify the following items:

1. Who is the incumbent actuary?
AMI Risk Consultants, Inc.
2. Is the County satisfied with the incumbent's work product?
Yes
3. Why is the County going out to bid for actuarial services?
The current contract terms and renewals are set to expire.
4. Provide a copy of the prior actuarial report(s)?
Copy attached.

Firm Name: Glicksman Con. LLC

Date: 9/1/14

Signature:

Title: Actuarial

Typed/Printed Name: S Glicksman

5. What were the fees for the prior actuarial report?
Refer to the current contract on the Procurement website at
http://www.lakecountyfl.gov/departments/fiscal_and_administrative_services/procurement_services/term_and_sapply.aspx
6. Provide the names of the last 3 actuarial firms that provided the work and how long each of them provided the services.
The current vendor has been the vendor since 2006.
7. What were the annual fees charged for each year for the work required?
Refer to the current contract on the Procurement Website at
http://www.lakecountyfl.gov/departments/fiscal_and_administrative_services/procurement_services/term_and_sapply.aspx
8. Was the work required in prior years similar to that described in the current RFP?
Yes
9. Provide a copy of the last successful proposer?
10. Provide scoring from the previous RFP?
11. Provide the point distributions used to weight the various selection criteria used in determining the winning bidder?
We do not use points.
12. What data are available for the requested analysis and describe briefly the types of loss runs, number of years of data, loss development triangles, underwriting or exposure information that is available.
Refer to attached report.
13. Are there loss triangles, loss summaries, or summary statistical information that will assist in pricing the number of hours required to do the work described in the RFP?
Refer to attached report.
14. What documentation would be acceptable proof to show ability to practice in the state of Florida?
List your actuarial affiliations.

End of Page



LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 2
September 2, 2014
RFP No. 14-0033

**Actuary Study of the County's Self-Insured Property,
General Liability and Workers' Compensation Insurance Program**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

The purpose of this addendum is to amend and/or complete several responses provided in addendum 1:

Question 4: Provide a copy of the prior actuarial report(s)?

Response: A copy has been added as a separate download document to the County website page for this purchase.

Question 9: Provide a copy of the last successful proposer?

Response: This is not readily available. Vendors interested in viewing the document should tender a Public Records request.

Question 10: Provide scoring from the previous RFP?

Response: Not available as the County does not use a "scoring" approach in the evaluation process.

Addendum Acknowledgement:

Firm Name: Glicksman Consulting Date: 9/3/14
Signature: [Handwritten Signature] Title: Actuary
Typed/Printed Name: S Glicksman

**Actuary Study
Of the County's Self-Insured Property,
General Liability and Workers' Compensation Insurance Program**

Description	Total Lump Sum Fee
Annual actuary study of the County's Self-Insured Property, General Liability and Workers' Compensation Insurance Program per the preceding terms, conditions and scope of work.	\$ <u>2,400</u> per year

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.

Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state):

Boca Raton FL

2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: Yes No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: None

DUNS Number (Insert if this action involves a federal funded project): _____

**Actuary Study
Of the County's Self-Insured Property,
General Liability and Workers' Compensation Insurance Program**

By Signing This Proposal the Proposer Attests and Certifies That:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any related contract(s).

General Vendor Information and Proposal Signature:	
Firm Name:	<u>Glicksman Consulting LLC</u>
Street Address:	<u>599 W. Royal Palm Rd #A Boca Raton FL 33486</u>
Mailing Address (if different):	_____
Telephone No.:	<u>561 994 4385</u>
Fax No.:	<u>760 662 3820</u>
E-mail:	<u>SGlicksman@Glicksman.com</u>
FEIN No.:	<u>80 - 0116224</u>
Prompt Payment Terms:	_____ % _____ days, net <u>consulting</u>
Signature:	<u>[Signature]</u> Date: _____
Print Name:	<u>S Glicksman</u> Title: <u>Actuary</u>
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input checked="" type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official:	<u>[Signature]</u> Date: _____
Printed name:	_____ Title: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

- Attachment 1: Firm Profile Form**
- Attachment 2: Team Composition Form**
- Attachment 3: Similar Projects/Reference Form**

Firm Profile Form

<p>1. Firm (or joint venture) Name & Address:</p> <p>Glicksman Consulting, LLC 599 West Royal Palm Rd. #A Boca Raton FL 33486</p>	<p>1e. Licensed to do business in the State of Florida?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>1a. FEIN #</p> <p>80 011 6224</p>	<p>1f. Name, Title & Telephone Number of Principal to Contact</p> <p>Steven Glicksman Actuary 561 866 9371</p>
<p>1b. Year Firm was established _____</p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If you answered yes, please provide proof.</p> <p>1d. Firm is a Certified Minority Business Enterprise</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>1g. Address of office to perform work, if different from Item 1.</p> <p>same</p>
<p>2. Please list number of people by discipline that your firm/joint venture will commit to the County's project.</p> <p>Glicksman Consulting LLC, 2</p>	
<p>3. If submittal is by joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:</p> <p>all work done by Glicksman Consulting, LLC</p>	

**Mr. Steven Glicksman, FCAS, MAAA
Glicksman Consulting, LLC
599 West Royal Palm Road, Suite A
Boca Raton, Florida 33486
Land phone 561 994 4385
Cell phone 561 866 9371
Electronic fax 760 462 3820
<http://www.glicksmanconsulting.com>
SGlicksman@GlicksmanConsulting.Com**

September 4, 2014

Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800
(352) 343 9839

**Actuary Study of the County's Self-Insured Property,
General Liability and Workers' Compensation Insurance Program
RFP Number: 14-0033
Proposal Due Date: September 10, 2014
Proposal Due Time: 3:00 p.m.**

We appreciate this opportunity to submit this actuarial services proposal to Lake County (the County). This proposal is from Glicksman Consulting, LLC.

Our contact information is:

Mr. Steven A. Glicksman, FCAS, MAAA
Glicksman Consulting, LLC
599 West Royal Palm Road, Suite A
Boca Raton, Florida 33486
Telephone (561) 994 4385
Cell (561) 866 9371
Fax (760) 462 3820
SGlicksman@GlicksmanConsulting.Com
Our provider identification (EIN) is 80 011 6224

This proposal contains the following:

- Tab A RFP Coversheet completed. – page 2
- Tab B Statement of Interest. – page 2
- Tab C Firm Profile Form. – page 6
- Tab D Team Composition Form. – page 6
- Tab E Similar Projects Form. – page 7
- Tab F Pricing/Certifications/Signature Forms. – page 10
- Tab G Proof of Insurance. – page 10

- Tab H. Provide information of the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where a court or administrative agency has ruled for or against you or your organization in any matter related to you or your organization's professional activities. – page 10
- Tab I. Financial Stability. – page 11

Each section follows:

Tab A RFP Coversheet completed.

The form is appended.

Tab B Statement of Interest – to be submitted on the firm's letterhead and include the following:

Glicksman Consulting, LLC is qualified and interested in providing the services defined in RFP Number: 14-0033. Mr. Glicksman (an officer of Glicksman Consulting, LLC) has signed this proposal on the last page.

1. Concisely state the firm's understanding of the services required by the County including a proposed work plan.

We will perform an actuarial study of the County's self-insured workers' compensation, general liability, automobile liability and property / automobile physical damage insurance programs. The purpose of the work is to comply with the disclosure requirements of GASB Statement No.10, for financial reporting purposes and guidance for future budgeting.

We will provide as many hours as required to complete the work and explain the results.

The scope of work will specifically address the items below:

- i. Estimate Outstanding Losses. We will determine the loss reserves required for the self-insured liabilities (including allocated loss adjustment expenses [ALAE]) separately by coverage and fiscal years as of fiscal year end (September 30, 2014).
 - a. The outstanding losses amounts are the loss reserves required is the cost of unpaid claims. It includes case reserves for known claims and incurred but not reported (IBNR) claims. The case reserves and IBNR will be shown separately.
 - b. ALAE included. They are the direct settlement expenses for specific claims, primarily legal expenses.
 - c. Reinsurance and tort limits will be applied.

- d. The amounts will be shown on a full-value basis (not discounted for investment income) and on a present-value basis (discounted for investment income).
 - e. The amounts will be shown at various confidence levels (expected, 60%, 65%, 70%, 75%, 80%, 85% and 90%).
 - ii. Project Future Losses and Recommend Funding. We will project future losses and recommend funding for the upcoming five fiscal years (2014/15 and 2015/16, plus 2016/17, 2017/18 and 2018/19).
 - a. The projected future losses are the accrual cost of claims by year of occurrence.
 - b. Reinsurance and tort limits will be applied.
 - c. The amounts will be shown on a full-value basis (not discounted for investment income) and on a present-value basis (discounted for investment income).
 - d. The amounts will be shown at various confidence levels (expected, 60%, 65%, 70%, 75%, 80%, 85% and 90%).
 - iii. Project Future Cash Flow. We will project cash flow for the upcoming five fiscal years (2014/15 and 2015/16, plus 2016/17, 2017/18 and 2018/19).
 - a. The projected cash flow is the cash-out-the-door of claims by year of payment.
 - iv. Compare to Previous Study. We will compare the actuarial study with the previous study.
 - a. We will reconcile the actuarial projections. We will identify and explain material adverse deviations, if any.
 - v. GASB Statement No. 10 Compliance. We will provide a statement affirming GASB No. 10 compliance or, in the event of non-compliance, provide guidelines for future compliance.

The Scope of Work is more comprehensive than required by the County. For example, we are:

- Providing a greater range of confidence levels.
- Apportioning the outstanding losses into short-term (payable in one year) and long-term (payable after one year) components.
- Five years of future loss projections.
- Five years of future cash flow projections.

We will start with an initial teleconference. Transition to us is easy.

It typically takes less than a week to complete the data collection. The following items are needed:

- Contact name/phone/email of the third party claims administrator. We will ask for an electronic transfer (Excel file) of claims showing the claim numbers, dates of loss, paid and incurred amounts. We do not require any special format or summaries. 'Raw' data is preferred.
- A copy of the previous actuarial study as a convenient source of historical data
- Payroll for the current year and a projection for next year, if available

We will review large individual claims to identify any claims that are eligible for excess insurance recoveries.

We understand the governmental tort limits in Florida. Liability losses currently filed within the jurisdiction of Florida are capped to \$200,000 per claim and \$300,000 per occurrence unless special compensation is awarded by the legislature. Claims filed in federal court, such as many civil rights violations, are not subject to the caps.

We will compile the data and compare to the data in previous actuarial study to ensure it is reasonable and consistent.

We will consider several actuarial methodologies, including:

- Developed Paid Losses.
- Developed Reported Incurred Losses.
- Developed Case Reserves.
- Frequency Times Severity Analysis.
- Loss Rate Analysis.
- Bornhuetter-Ferguson Method (B-F).

We will determine the actuarial central estimated outstanding losses, including case reserves, IBNR and ALAE.

We will project future losses.

We will compare the actuarial study with the previous study.

We will affirm that the report is in compliance with generally accepted actuarial principles and relevant GASB statements, including GASB Statement No. 10 and all State disclosure requirements.

We will submit a draft report. The report will include the equivalent of an executive summary, background, objectives, conclusions, methodology/analyses and glossary sections. We will provide summary exhibits that will be designed to

readily communicate key findings to non-actuaries at a glance. We will document key assumptions and adjustments within the text of the actuarial report.

We will discuss the draft report with the County. Based on new facts ascertained in the discussion we will issue a final report as a deliverable.

We confirm that we will meet the delivery date of the draft is October 31 or sooner. The delivery date of the final is November 19 or sooner. We foresee no problems in performing work as required by the County.

We propose the following work schedule:

Item	Description of Work	Work Schedule
Data Collection	Conduct an initial discussion with the County. Gather and compile data. Review the data for reasonableness.	October 1 to October 10
Analysis	Perform a comprehensive actuarial study of the program.	October 11 to October 20
Preparation and Delivery of Report	Prepare a draft report of our conclusions and recommendations. Discuss the draft report with The County. Issue a final report.	Draft report by October 31 Final report by November 19

We guarantee the timeliness of our work. Our work is typically finished ahead of schedule.

We view this as a long-term relationship. We have ample time devoted to the County. We schedule the work as required to meet the County's needs.

We are committed to providing the County with superior service. We are exceptional in financial management. Telephone calls are answered promptly. We will take the time to integrate our report with the specific goals of the County.

As for management style, we are easy to work with. We only ask for data that is required. The report will feature clear summary tables of the information you require.

We have a hands-on approach. Work will not be delegated to non-accredited staff. Though this would normally involve significant additional cost, we do not support a top-heavy organizational structure.

All work will be performed in the United States. We do not out-source.

Glicksman Consulting, LLC has no regulatory or license sanctions. Glicksman Consulting, LLC has had no lawsuits. Glicksman Consulting, LLC has had civil or criminal litigation. Glicksman Consulting, LLC is unaware of any conflicts of interest that would impair our objectivity.

2. Provide a list of any exemptions your firm may have to this RFP. If none please provide the statement "No Exemptions".

No Exemptions.

3. The signature on the statement shall be that of a person authorized to represent and bind the firm.

See last page.

Tab C Firm Profile Form (copy attached). Attach proof of license to practice in Florida.

This proposal is from Glicksman Consulting, LLC. Glicksman Consulting, LLC was established as a Florida corporation in 2004. Glicksman Consulting, LLC is based in Boca Raton, Florida. We have served self-insured public entities since our formation. Mr. Glicksman has over twenty-five years of relevant experience.

Glicksman Consulting, LLC is the property and casualty actuarial consulting firm within the BDO Seidman Alliance. The BDO Seidman Alliance is a nationwide association of independently owned local and regional accounting, consulting and service firms. BDO Seidman is the fifth largest international accounting firm. It has over 2,000 non-profit and public entity clients.

Mr. Glicksman is a Fellow of the Casualty Actuarial Society and a member of the American Academy of Actuaries. He is responsible for the Actuarial Services. No specific Florida license is required to provide actuarial services.

- We can provide proof of Mr. Glicksman's actuarial accreditation upon request.
- We can provide a Boca Raton, Florida business license upon request.

The Firm Profile Form is appended.

Tab D Team Composition Form (copy attached). Identify key professional staff assigned to this project. Personnel assigned to this project should have experience working with governmental entities. Identify, at a minimum one (1) actuary who is a member of the Casualty Actuarial Society and/or the American Academy of Actuaries who will work on this project. Make copies of this form as needed.

Name: Mr. Steven Glicksman, FCAS, MAAA

Title: Actuary

Project assignment: Actuary

Name of firm with which associated: Glicksman Consulting, LLC

Years of experience: 30

With this firm: 10, with other firms: 20

Education: Certifications/Degree(s)/year/school/specialization: City University of New York, 1981, Bachelor of Science in Mathematics, Fellow of the Casualty Actuarial Society and Member of the American Academy of Actuaries

Other experience and qualifications relevant to the proposed project:

Mr. Steven Glicksman, FCAS, MAAA of Glicksman Consulting, LLC is the primary actuary. Mr. Glicksman is a Fellow of the Casualty Actuarial Society (FCAS) and a Member of the American Academy of Actuaries (MAAA). He has full responsibility for satisfaction with the work.

Mr. Glicksman's most recent position was (National Actuarial Practice Leader for Public Entities) Managing Director, Aon. Prior to Aon, Mr. Glicksman was Principal and Director of Actuarial Services at ARM Tech. His technical work included pricing and reserving of clients across commercial and property lines. His specialty is public entities.

Before Aon and ARM Tech, Mr. Glicksman managed Southern California office of the Actuarial and Benefits Consulting division of Coopers & Lybrand (now PricewaterhouseCoopers). He also was employed by the National Council on Compensation Insurance, Inc. (NCCI) where he worked in the Detailed Claim Information database and Legislative Evaluation units. Mr. Glicksman authored a publication on workers compensation claims characteristics.

Mr. Glicksman began his actuarial career with the Hartford Insurance Group (HIG) over thirty years ago. Before HIG, he taught mathematics at a community college in New York City.

Tab E Similar Projects Form (copy attached). Reference similar work efforts (at least five (5) verifiable) performed by your firm within the last three (3) years, to other governmental entities. Make copies as needed.

Please contact the references below. We have not included specific fees by project as this is proprietary. However, all the fees are between \$2,000 and \$5,000.

Collier County, Florida

Mr. Jeff Walker
(239) 252 8973
JeffWalker@CollierGov.Net

Complete annual actuarial studies of the self-insured workers compensation, liability and property programs. Work includes estimating outstanding losses (including IBNR); recommend future funding and cash-flow analysis. Estimated outstanding losses were apportioned into short-term and long term payables, confidence level analysis, and comparison to previous studies.
2011 to present

Leon County, Florida

Ms. Karen Harrell
(850) 606 5120
HarrellK@leoncountyfl.gov

Complete annual actuarial studies of the self-insured workers compensation, liability and property programs. Work includes estimating outstanding losses (including IBNR); recommend future funding and cash-flow analysis. Estimated outstanding losses were apportioned into short-term and long term payables, confidence level analysis, and comparison to previous studies.
2012 to present

Orange County, Florida

Ms. Susan Martin, ARM-P, CWCP
(407) 836 9639
Susan.Martin@ocfl.net

Complete annual actuarial studies of the self-insured workers compensation, liability and property programs. Work includes estimating outstanding losses (including IBNR); recommend future funding and cash-flow analysis. Estimated outstanding losses were apportioned into short-term and long term payables, confidence level analysis, and comparison to previous studies. Analysis of various self-insured retentions
2009 to present

Osceola County, Florida

Mr. Reginald Davis
(407) 742 1262
Reginald.Davis@osceola.org

Complete annual actuarial studies of the self-insured workers compensation program. Work includes estimating outstanding losses (including IBNR); recommend future funding and cash-flow analysis. Estimated outstanding losses were apportioned into short-term and long term payables, confidence level analysis, and comparison to previous studies.
2013 to present

Palm Beach County, Florida

Ms. Nancy Bolton, Director
(561) 233 5400

NBolton@pbcgov.org

Complete annual actuarial studies of the self-insured workers compensation, liability and property programs. Work includes estimating outstanding losses (including IBNR); recommend future funding and cash-flow analysis. Estimated outstanding losses were apportioned into short-term and long term payables, confidence level analysis, and comparison to previous studies.

2011 to present

Pinellas County, Florida

Ms. Virginia E. Holscher, CPCU

(727) 464 3559

volscher@pinellascounty.org

Complete annual actuarial studies of the self-insured workers compensation, liability and property programs. Work includes estimating outstanding losses (including IBNR); recommend future funding and cash-flow analysis. Estimated outstanding losses were apportioned into short-term and long term payables, confidence level analysis, and comparison to previous studies.

2013 to present

Santa Rosa County, Florida

Mr. DeVann Cook or Ms. Melissa Lloyd

(850) 983 1863

MelissaL@santarosa.fl.gov

Complete annual actuarial studies of the self-insured workers compensation, liability and property programs. Work includes estimating outstanding losses (including IBNR); recommend future funding and cash-flow analysis. Estimated outstanding losses were apportioned into short-term and long term payables, confidence level analysis, and comparison to previous studies.

2013 to present

Sarasota County, Florida

Mr. Steven Olmstead

(941) 232 0744

SOlmstead@scgov.net

Complete annual actuarial studies of the self-insured workers compensation, liability and property programs. Work includes estimating outstanding losses (including IBNR); recommend future funding and cash-flow analysis. Estimated outstanding losses were apportioned into short-term and long term payables, confidence level analysis, and comparison to previous studies.

2009 to present

City of Fort Lauderdale, Florida

Mr. Guy Hine

(954) 828 5439

GHine@fortlauderdale.gov

Complete annual actuarial studies of the self-insured workers compensation, liability and property programs. Work includes estimating outstanding losses (including IBNR); recommend future funding and cash-flow analysis. Estimated

outstanding losses were apportioned into short-term and long term payables, confidence level analysis, and comparison to previous studies.
2008 to present

City of Miami Beach, Florida

Ms. Allison Williams

(305) 673 7000

AllisonWilliams@MiamiBeachFl.gov

Complete annual actuarial studies of the self-insured workers compensation, liability and property programs. Work includes estimating outstanding losses (including IBNR); recommend future funding and cash-flow analysis. Estimated outstanding losses were apportioned into short-term and long term payables, confidence level analysis, and comparison to previous studies.

2005 to present

Tab F Pricing/Certifications/Signature Forms. Complete and provide Section 4 of this solicitation with all entries completed.

The form is appended.

We propose a fixed fee of \$2,400 per year for up to five years (total of \$12,000 for five years) to perform the analysis and issue the written report. The amount includes expenses for copying, postage and telephone. We will provide as many hours as necessary to complete the work and explain the report. It does not include an on-site meeting.

The reason that we can provide such high quality work at reasonable fees is scheduling. Typically, September is a slower month for our actuarial consulting practice. It is an ideal time to prepare for work by updating spreadsheets and text in anticipation of September 30 Florida clients. Then, when data is available in early October, we can efficiently deliver services.

If requested, we will present the work at an on-site meeting in the County offices. An on-site presentation (up to 6 hours) at the County's offices is an additional \$2,000. The amount includes travel expenses.

Tab G Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Accord Form is appended. We are exempt from Florida workers' compensation.

Tab H. Provide information of the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where a court or administrative agency has ruled for or

against you or your organization in any matter related to you or your organization's professional activities.

We have never had litigation.

Tab I. Financial Stability. Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer.

We certify that we are financially stable and have the necessary resources, human and financial, to provide the services at the level required by County.

Glicksman Consulting, LLC was established in 2004. We have no outstanding debt. We provide similar services to many Florida public entities. We have successfully completed every contract.

* * * * *

We are looking forward to working with you on this project. Please feel free to contact us if you have any questions concerning this proposal.

Respectfully submitted,


Steven Glicksman, FCAS, MAAA
Actuary
Glicksman Consulting, LLC