REQUEST FOR PROPOSALS

BROKERAGE/AGENCY FIRM
FOR
PUBLIC OFFICIALS / EMPLOYMENT PRACTICES LIABILITY POLICE PROFESSIONAL LIABILITY, AND EXCESS WORKERS’ COMPENSATION INSURANCE SERVICES

RFP No. 57-18-19

DATE OF ADVERTISEMENT
WEDNESDAY, MAY 22, 2019

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
FRIDAY, MAY 31, 2019 – BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

PROPOSAL SUBMITTAL DEADLINE
TUESDAY, JUNE 18, 2019 – BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

PLEASE CHECK THE PURCHASING DEPARTMENT’S WEBSITE FOR ADDENDA AND CHANGES BEFORE SUBMITTING YOUR PROPOSAL

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FLORIDA 33161-4116

The responsibility for ensuring that a response to this Solicitation is received by the City of North Miami at the Office of the City Clerk on or before the Submittal deadline rests solely with the Respondent. The City of North Miami is not responsible for any delays caused by the United States Post Office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

Copies of this Solicitation may be obtained by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 or downloaded from the City’s Purchasing Department website at:


Contact Person: Jean Joinville, Purchasing Agent
Email: Purchasing@northmiamifl.gov - Telephone: (305) 895-9886
The City of North Miami, Florida ("City"), is seeking proposals from qualified and experienced insurance broker/brokerage firms to provide services related to the City’s insurance program for Public Officials/Employment Practices Liability, Police Professional Liability, and Excess Workers’ Compensation coverage.

Please submit one (1) original Proposal, six (6) copies of the original Proposal and one (1) digital copy on compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the Submittal deadline specified in the Solicitation Timetable below. All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall. Proposals received after said date and time will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 NE 125th Street, North Miami, Florida 33161.

Please clearly mark Proposals as follows:

"IMPORTANT, SOLICITATION ENCLOSED"

Brokerage/Agency Firm
for
Public Officials/Employment Practices Liability, Police Professional Liability And Excess Workers’ Compensation Insurance Services
RFP No. 57-18-19

The Solicitation Timetable is as follows:

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<td>Last Date for Receipt of Written Questions:</td>
<td>Friday, May 31, 2019</td>
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<td>Opening of Solicitation:</td>
<td>Tuesday, June 18, 2019</td>
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<td>City Council Contract Approval Date:</td>
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Note: The City reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website.

CONE OF SILENCE

Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City’s Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect (see Appendix “A” for further information).

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade
Purchasing Director
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All of our contract forms are fill-in able and can be found on the City’s website at:

http://northmiamifl.gov/departments/Purchasing/forms.aspx

A-1 Public Entity Crimes Affidavit
A-2 Non-Collusive Certificate
A-3 Local Preference Affidavit
A-3(a) Statement of Intent
A-4 Questionnaire Instructions
A-5 Acknowledgement of Addenda
A-6 Disclosure of Subcontractors and Suppliers
A-7 General Insurance Requirements
A-14 References
SECTION 1.0
INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) “City” means the City of North Miami.
b) “Contract” means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded Respondent.
c) “Contractor” or “Awarded Vendor” means the Proposer or Respondent that is awarded a Contract pursuant to this Solicitation.
d) “Proposal” means any and all documents submitted by a Proposer in response to this Solicitation.
e) “Proposer” or “Respondent.” Any and all individuals, companies, joint ventures or other type of business organization submitting a response to this Solicitation.
f) “Scope of Services” or “Scope of Work” means the work to be performed by the selected Respondent under this Contract.
g) “Solicitation” means this Request for Proposals (RFP) document, and all associated addenda and attachments.
h) “Subcontractors” or “Sub-consultant” shall mean any person, Respondent, entity or organization, other than the employees of the Awarded Vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.
i) “Work” or “Services” includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided by the Awarded Vendor to successfully perform the Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

1.2 CITY OVERVIEW

The City of North Miami, Florida (with a population of over 62,000 residents) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the sixth largest City in Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities, and sustainability to provide a viable future for our residents and preserve the City’s rich history since its incorporation in 1926.

The City currently has over 500 employees and provides a wide range of governmental services including public safety/police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and awarded vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our goal of identifying the most cost-effective and competitive pricing, we strive to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City’s anticipated needs.
1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, (Form “A-1”) referenced in this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the Public Entity Crime Affidavit is not submitted as part of the Respondent’s Proposal package, is altered in any manner or is not fully completed, the Respondent may be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, subcontractors/subconsultants, vendors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event of such termination, shall not incur any liability to the Respondent for any work or materials furnished.

1.6. LOBBYING

All Respondents, their agents and sub-consultants or sub-contractors, are hereby placed on notice that neither the City Council Members, any Evaluation Committee member, employees of the City or employees of any other sponsoring agency shall be lobbied either individually or collectively regarding this Solicitation. Respondents and their agents, sub-consultants or sub-contractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent, its agents, subcontractors or sub-contractors who violate these guidelines will not be considered for review. The Purchasing Department shall be the only point of contact for questions and/or clarifications concerning this Solicitation, the selection process, and the negotiation and award procedures.

1.7. SUSPENSION OF AWARDED VENDORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 of the City’s Procurement Code, the City may temporarily or permanently suspend an Awarded Vendor from doing business with the City whenever said vendor materially breaches its Contract with the City, upon recommendation by the Purchasing Director. Any Proposal submitted by a Respondent, its sub-contractors, sub-consultants or vendors who are included on the City’s “Suspension List” shall not be considered for review.

In addition, the principals of any Respondent or its sub-contractors, sub-consultants or vendors who are included on the City’s “Suspension List” shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while they remain on said list. In the event of any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRES

Interested firms may contact the City’s Purchasing Department regarding any general questions. However, questions relating to
technical inquiries and/or clarification of specific criteria must be submitted to the Purchasing Department in writing, preferably via e-mail, to the address indicated on the cover page.

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of written addenda to be posted on the City’s web site (www.northmiamifl.gov) and DemandStar by Onvia at www.demandstar.com or by calling toll free 1-800-711-1712 and requesting the corresponding document number.

1.9. ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10. ADDENDA

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at (http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx) and on Demand Star by Onvia at www.demandstar.com at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City’s website (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the Demand Star can be downloaded.

1.11. CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12. PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer’s right to file a protest.

Notice of written protest along with the filing fee shall be timely filed with the City Clerk of the City of North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City’s Clerk’s Office.

1.13. CONTRACT

Proposers must understand that neither this Solicitation nor the responses submitted pursuant thereto shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City staff, approved by the
appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14. **PROPOSAL COST**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submittal or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15. **TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.16. **SUBMITTAL AND OPENING OF PROPOSALS**

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent’s return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a submittal issued by any City office, receptionist or personnel other than the Clerk’s Office will not constitute “delivery” as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17. **ASSIGNMENT OF RESPONSE**

A Respondent shall not transfer or assign its response to a third party following submittal of a Proposal to the City.

1.18. **WITHDRAWAL OF RESPONSE**

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are submitted, they become the property of the City and will not be returned to Respondents even when they are withdrawn from consideration.

Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed, except for any request from the City for clarifying information or request for documents during Contract negotiations.

1.19. **PUBLIC RECORDS AND EXEMPTIONS**

Please be advised that Proposals received by the City become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, whichever is earlier.
1.20. **REJECTION OF RESPONSES**

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

a) When such rejection is in the interests of the City;

b) If such Proposal is deemed non-responsive;

c) If the Respondent is deemed non-responsible; or

d) If the Proposal contains any materials irregularities.

Minor irregularities contained in a Proposal may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21. **REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal requirements stipulated in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the requisite documentation, is submitted in a timely manner and has the appropriate signature as required on each document. **Failure to comply with any of these requirements may result in a Proposal being deemed non-responsive.**

1.22. **PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS**

An Evaluation Committee shall be established in accordance with the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 4.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the City Council without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee’s final evaluation following their interview of the selected firms. The Committee’s results and recommendation for award shall be submitted to the City Council for review by the Purchasing Department.

1.23. **CITY MANAGER’S REVIEW**

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

a) Approve the Committee’s recommendation and submit to City Council for approval;

b) Reject the Committee’s recommendation and direct the Committee to re-evaluate and make further recommendation; or

c) Reject all Proposals.

1.24 **CITY COUNCIL REVIEW**

Upon receipt of the City Manager’s recommendation, the City Council may:

a) Approve the City Manager’s recommendation and authorize the contract or contract negotiations;

b) Reject all Proposals; or

c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.25 **CONTRACT AWARD**

Prior to Contract execution, the awarded Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the
insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

1.26 **PRICE PROPOSAL FORM**

Not Applicable

1.27 **NON-RESPONSIVE PROPOSALS**

Proposals deemed to be Non-Responsive by the City shall not be considered for this Solicitation. A Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of multiple Proposals from the same Respondent and/or its principals, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Build for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the submittal deadline.

1.28 **CONE OF SILENCE**

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation (see Appendix “C”).

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk’s Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.29 **SUBCONTRACTORS AND SUPPLIERS DISCLOSURE**

This RFP requires that the Respondent must list any and all sub-contractors and/or sub-consultants who will perform any part of the Contract work and all suppliers who will supply equipment and/or products to the Respondent under this Contract. **Failure to comply with this requirement shall render the Proposal non-responsive.** Moreover, the selected Respondent shall not change or substitute sub-contractors, sub-consultants or suppliers from those listed in the Proposal without prior written approval of the City (see Form A-6).
1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at www.northmiamifl.gov.

It is the sole responsibility of the business entity to contact the City and update any changes to their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

1.31 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.32 PROPRIETARY/CONFIDENTIAL INFORMATION

[See Section 1.19 above]

1.33 LOCAL VENDOR PREFERENCE

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3).

A local business shall be defined as:

A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or

Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or

Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business preference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.
1.34 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances, and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are responsible for being familiar with all Federal, State and Local laws, ordinances, codes, rules, and regulations that may in any way affect the goods or Services offered.

1.35 MODIFICATION OF PROPOSAL

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

1.36 TRUTH IN NEGOTIATION STATEMENT

The selected Respondent must provide a written statement stating “wage rates and other factual unit cost supporting the compensation are accurate, complete and current” prior to Contract execution.

1.37 LATE SUBMITTALS

The City will not accept Proposals received after opening time and encourages early submittal.

1.38 ATTORNEYS’ FEES

In the event of any dispute arising under or related to this Solicitation and/or the Contract issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Contract, including all such actual attorney fees, costs, and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.39 CONFLICTS OF INTEREST

The City’s Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with awarded vendors or Respondents providing professional services on Work assigned to the selected Respondent. All Respondents are hereby placed on notice that if awarded a Contract pursuant to this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

1.40 CONSTRUCTION SERVICES

Not Applicable.

1.44 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

END OF SECTION
SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The City of North Miami, Florida ("City"), is seeking proposals from qualified and experienced insurance broker/brokerage firms to provide services related to the City’s insurance program for Public Officials/Employment Practices Liability, Police Professional Liability, and Excess Workers’ Compensation coverage.

2.2 PRE-SOLICITATION CONFERENCE – NON-MANDATORY

Intentionally Omitted.

2.3 TERM OF CONTRACT

The initial term of the Contract shall be for one (1) year commencing on the date of award by City Council.

2.4 OPTION TO RENEW

The City Manager or duly authorized designee reserves the sole option to renew this Contract for four (4) additional one (1) year periods. Each renewal of this Contract is contingent upon approval by the City Manager or his authorized designee and continued satisfactory performance by the Firm in accordance with the Scope of Work stated herein.

The City shall be given at least one hundred and twenty (120) days notice of cancellation or non-renewal of contract by the selected Broker/Agency. The City shall have the option of terminating the Contract by giving the Insurance Broker thirty (30) days written notice.

2.5 METHOD OF AWARD

The City reserves the right to award one or more contract under this Solicitation.

2.6 MINIMUM QUALIFICATIONS

The following mandatory minimum requirements have been established. Subject to the City’s right to waive minor irregularities, Proposers that do not meet the mandatory minimum requirements will be deemed non-responsive and shall not be considered for further evaluation.

2.6.1 The Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as active.

2.6.2 The Proposer must hold the necessary business tax receipt and all required licenses (such as 2-20) within the State of Florida in order to provide the services contemplated by this RFP. Additionally, copies of the required licenses must be submitted with the proposal indicating that the entity, as well as the team assigned to the City’s account, is properly licensed to perform the work included
in the contract. Failure of the Proposer to submit required documentation may be grounds to deem Proposer non-responsive.

- 2-20 Property and Casualty Insurance License

2.6.3 The Proposer must be an active, registered business and have been licensed for no less than five years from the release date of this RFP.

2.6.4 The Proposer must have experience with public, private and/or non-profit entities. As a minimum qualification, Proposer must provide references from no less than three (3) contracts with either public, private and/or non-profit sector clients for similar services as stated in this Solicitation. (see Form A-14)

**Note:** Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed Non-Responsive.

2.7 **INDEMNIFICATION AND INSURANCE**

Respondents must submit with their responses, proof of insurance meeting or exceeding the following coverage, or a letter of intent to provide the following requirements if awarded a Contract:

2.7.1 **COMMERCIAL GENERAL LIABILITY**

With minimum limits of $1 Million per occurrence for bodily injury and property damage, $2,000,000 general aggregate. This coverage shall also include personal, advertising injury and medical expense.

2.7.2 **PROFESSIONAL LIABILITY** (Errors and Omissions)

$2 million minimum limit covering any errors or omissions of the Broker/Firm in the performance of professional services. The Self Insured Retention shall not exceed $25,000.

2.7.3 **COMMERCIAL AUTOMOBILE LIABILITY**

With minimum limit of $1 Million, covering any auto including non-owned, hired or leased.

2.6.4 **Umbrella Liability**

$3,000,000 minimum coverage Limit (written on an occurrence form) – to augment underlying policy limits.

2.6.5 **WORKER’S COMPENSATION**

As required by the State of Florida with statutory limits, and Employer’s Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

All insurance policies required by the Contract shall be maintained in full force and effect throughout the contract period. The insurance carriers shall have a minimum of A- rating
based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City’s Risk Management Division prior to signing of Contract. Successful Respondent may produce any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other contracts undertaken by successful Respondent.

Successful Respondent must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Successful Respondent shall guarantee all required insurance remain current and in effect throughout the term of Contract.

Successful Respondent shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the City 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 an Agreement by the successful Respondent or its employees, agents, servants, partners principals or Subcontractors.

Successful Respondent 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 City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Successful Respondent expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Brokerage/Firm shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

The successful Respondent must submit, no later than ten (10) days after award and prior to Execution of Contract, a Certificate of Insurance naming the City of North Miami as additional insured.

2.8 BID BOND/OFFER GUARANTY BASED ON PERCENTAGE OF OFFER PRICE

Intentionally Omitted.

2.9 PERFORMANCE & PAYMENT BOND

Intentionally Omitted.

2.10 FAILURE TO PERFORM

If in the opinion of the City's representative, the successful Respondent refuses to execute contractual obligations, or produces an unsatisfactory product, or neglects or refuses to address a suitable resolution that meets City's expectations, then City's
representative may notify the successful Respondent that the contract will be terminated by the City.

If at any time the City's representative shall be of the opinion that Services are unnecessarily delayed, then City's representative may notify the successful Respondent to discontinue all Work under the Contract. The successful Respondent shall immediately respect said notice, cease said Work and shall forfeit the Contract.

The City may thereupon look to the next lowest and responsive and responsible Respondent to complete the Work or re-advertise for Proposals and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.11 FEDERAL AND STATE REGULATIONS

The Broker/Firm shall comply with all applicable federal, state and local rules and regulations regarding the provision of Services.

2.12 ACCEPTANCE OF SERVICES BY THE CITY

The Services to be provided hereunder shall be provided in full compliance with the specifications and requirements set forth in the Contract Documents.

2.13 NOTICE TO PROCEED

The Broker/Firm shall not commence any Work until a written Notice to Proceed ("NTP") is issued by the City to Broker/Firm directing the commencement of Work.

2.14 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise provided in this Solicitation the Contractor shall furnish the labor, materials, equipment, and coordination of related services for satisfactory Contract performance.

2.15 CONTRACTS OVERLAPPING FISCAL YEARS

The City's fiscal year begins October 1 and ends September 30 of the following calendar year. When a Contract's term extends beyond the fiscal year in which the Contract commences, the City will issue a new Purchase Order to cover its needs for the balance of the fiscal year and a new purchase order will be issued to correspond with the remaining months of the Contract that extends into the next fiscal year. Issuance of a new Purchase Order shall be subject to the availability of budgeted funds.

2.16 NO DAMAGES FOR DELAY

The Broker/Firm shall not be entitled to any claim for damages including, but not limited to, loss of profits, commission, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, an act of God, strike, war or national disaster or emergency, unusual delay in service deliveries,
unavoidable problems with turnaround or other causes beyond the Broker/Firm’s control, or by delay authorized by the City, or by other causes which the Broker/Firm determines may justify delay. The Broker/Firm’s sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Service Schedule as determined by the City. However, additional costs to the Broker/Firm or delays in the Contractor’s performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City’s representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

2.17 COUNCIL MEETING

Successful Respondent must be available to attend City Council meetings when required. Broker/Firm must be prepared to answer any questions and/or provide oral presentations (using presentation board, PowerPoint or handouts) if requested by City Council and/or an authorized City representative.

2.18 SOLICITATION CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Department via email at purchasing@northmiamifl.gov. Contractor(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Bid Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE. Addendum(s) will be made available on the City’s webpage and it is the Respondent’s sole responsibility to assure receipt of all (if any) addenda(s).

2.19 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

The City reserves the right to reject any and all proposals and to waive minor irregularities in the procedure.

2.20 CONDITIONS OF PROPOSALS

2.20.1 Late Proposals – Proposals received by the City Clerk after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

2.20.2 Completeness – All information required by this RFP must be supplied to constitute an acceptable Proposal.
2.20.3 Public Opening – All Proposals will be publicly opened at the time and place specified.

2.20.4 Award – The Evaluation Committee will make recommendations based upon the most responsive and responsible Respondent(s) whose qualifications conform to the RFP and is most advantageous to the City. Several firms may be designated as approved qualified vendors for the delivery of goods and/or services from this contract through the effective period of the award. Successful qualified Broker/Firms shall be notified in writing of award.

2.20.5 Contract - A Contract (the “Agreement”) will be awarded in accordance with City Council approval, and Florida Statues, by the City Council. The City Manager reserves the right to execute or not execute, as applicable, a contract with the Broker/Firm that is determined to be in the City’s best interests. The Agreement is provided herein as an attachment to this RFP. The City Manager reserves the right to award a contract to more than one Respondent as is in the City’s best interest.

2.21 TRADE SECRETS

The City of North Miami is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Qualifications are governed by the disclosure, exemption and confidentiality provisions relating to public records in the Florida Statutes.

Except for materials that are “trade secrets” or “confidential” as defined by Chapter 812, Florida Statute, ownership of all documents, materials, and data submitted as part of Proposal in response to a Request for Qualifications shall exclusively to the City.

To the extent that the Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not being declared as trade secrets. In addition, the Proposer shall cite for each trade secret being claimed, on each relevant page, the Florida Statute number which supports the designation. Furthermore, the Proposal shall contain a brief written explanation as to why the information is being claimed as trade secret fits the cited statute number. Finally, the Proposer shall submit one (1) additional hardcopy and one (1) additional digital copy that redacts all designated trade secrets.

END OF SECTION
SECTION 3.0
SCOPE OF SERVICES /
TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES

A) INSURANCE PROCUREMENT AND MANAGEMENT SERVICES

The City has issued this Solicitation to engage a Brokerage/Agency firm from among qualified professional firms or individuals ("Respondent") with experience providing a range of insurance brokerage services. The successful Respondent will serve as insurance intermediary and shall use its best efforts to procure a competitive package of insurance on the City’s behalf for the following lines of coverage: Public Officials’ and Employment Practices Liability (EPLI), Police Professional Liability and Excess Workers’ Compensation insurance. The City has a 10/1 renewal for Public Officials/EPLI and Excess Workers’ Compensation coverage and a 10/31 renewal for Police Professional Liability.

- Consult with the City to formulate a marketing strategy that focuses on delivering cost-effective insurance products and coverage structure based upon current market conditions. Inform City of innovative coverage and risk financing solutions to reduce the City’s exposure. Agree to and meet the City’s schedule for submissions and other work product.

- Timely provide insurance documents: applications, binders, policies endorsements to City. Insurance applications shall be pre-completed by Broker, with as much information as available, prior to submission for completion by City.

- Assist City in providing comprehensive underwriting data and fulfilling criteria for insurance carrier negotiations. Represent the City in coverage negotiations with insurers, underwriters and other relevant parties with regard to procurement as well as interpretation and management of policies.

- Ensure that coverage is bound timely to avoid gaps in coverage, upon official approval by City.

- Provide consultation to City on exposures, existing coverage, and the desirability and/or feasibility of potential program changes.

- Process change endorsements at City’s request or when otherwise necessary, maintaining accuracy and timely delivery to carrier and City.

- Meet with City’s Risk Management designee to extensively review policies upon issuance; assure that billing/invoice(s) is received timely to facilitate coverage continuity.

- Review all billing and accounting data from insurer on City’s behalf for accuracy prior to noticing City.
- Annually provide stewardship report summarizing program and services provided throughout the year.

- Ability to access and secure coverage with insurers that meet or exceed minimum financial guidelines or Best rating of not less than A- (A.M. Best Company).

- Monitor published financial information of any insurer with whom City’s coverage is placed and alert City if status of any insurer is in jeopardy or falls below the A.M. Best guidelines outlined in City’s proposal.

**B) LOSS CONTROL SERVICES**

- Aid the City in improving its loss control program and strategies through educational training, seminars, evaluation and semi-annual analysis of loss trends to aid staff in mitigation/controlling losses; City is receptive to other measures.

**C) ADMINISTRATIVE SUPPORT**

- Assign designated staff member to City’s account. This designee will work with City’s staff to manage City’s account as it relates to matters pertaining to insurance identified in this RFP.

- Provide insurance consultation service relative to coverage applicability or insurance requirement upon City’s request.

**D) CLAIMS ADVOCACY**

- Participate in claims review meetings to ensure:
  
  a) Accuracy of loss reserves,
  
  b) Payment in excess of retention/deductible is reimbursed to City promptly
  
  c) Carrier assumes payments after City’s deductible/retention is met
  
  d) Bills are paid timely when carrier has assumed direct payment (e.g. fees/costs)
  
  e) Coordination of claims information with designated adjusters
  
  f) Review validity of claims’ denial, assist in claims and coverage disputes

**E) COMPENSATION**

Refer to Section 5.2 (5) Commission/fee
SECTION 4.0
EVALUATION/SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract will be awarded to the most responsible and responsive proposer whose Proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

By the submittal of a proposal, each firm acknowledges and agrees to all terms and conditions set forth in this RFP and agreement by the City of North Miami.

Each firm acknowledges and agrees that due care and diligence was exercised in the preparation of its proposal and all information contained therein is believed to be correct. The respondent acknowledges and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the proposal. Neither the City nor its representatives will be responsible for any error or omission in any proposal, or for the failure on the part of any respondent to determine the full extent of the exposure.

4.2 EVALUATION PROCESS

The City shall appoint an Evaluation Committee to review and evaluate the qualifications, prior experience, and proposed development of each Respondent.

Respondents who have met the responsiveness and responsibility conditions will be evaluated by the Committee in accordance with the criteria detailed under this Section. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in this Solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the criteria described below.

The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the City Council without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee’s final evaluation following their interview of the selected firms. The Committee’s results and recommendation for award shall be submitted to the City Council for review by the Purchasing Department.
4.3 **SELECTION CRITERIA**

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee’s score for each Respondent, adjusted by the Local Business Preference factor.

The evaluation criteria that will be utilized is as follows:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualification and experience of Broker/Agency Firm in providing lines of coverage</td>
<td>25</td>
</tr>
<tr>
<td>outlined in RFP</td>
<td></td>
</tr>
<tr>
<td>Qualification and experience of Brokerage/Agency’s Personnel to be assigned to City’s</td>
<td>25</td>
</tr>
<tr>
<td>contract</td>
<td></td>
</tr>
<tr>
<td>Expertise and Approach to service required by this RFP</td>
<td>25</td>
</tr>
<tr>
<td>Commission/Fee</td>
<td>10</td>
</tr>
<tr>
<td>References (Use Contract Form A-14)</td>
<td>15</td>
</tr>
<tr>
<td><strong>Total Maximum Score:</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

4.4 **ORAL PRESENTATIONS**

Respondents may be invited to provide an oral presentation as a part of the evaluation process for this Solicitation. The Evaluation Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The purpose of the presentation will be to clarify the Proposal and ensure a mutual understanding of the Scope of Work. The oral presentation may clarify but may not modify the prior written submission. Verbal exchanges between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee members. These exchanges are not in any way be construed as a "negotiation" of terms by either party.

4.5 **LOCAL BUSINESS PREFERENCE**

The evaluation of competitive solicitations is subject to Section 7-151 of the City’s Purchasing Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3).
Pursuant to Section 7-151, a “Local Business” is defined as a business meeting two of the following:

a) A business located in the City with a current City business tax receipt issued prior to the City’s issuance of the solicitation for supplies or services; or
b) A business that has at least ten (10) percent of its total workforce residing in the City prior to the City’s issuance of the solicitation for supplies or services; or
c) A business that subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

Note: The Respondent seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.

4.6 NEGOTIATIONS

If the City and said Proposer(s) cannot reach an agreement on a Contract, the City reserves the right to terminate negotiations and may, at the City Manager’s or designee’s discretion, begin negotiations with the next qualified, responsible and responsive proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

END OF SECTION
SECTION 5.0
PROPOSAL FORMAT

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

5.1 GENERAL INSTRUCTIONS

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section. Neatly typed and double-sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. Also when submitting your one (1) complete scanned electronic copy on CD or DVD in adobe or Word format be sure to promptly label with your company’s name, Solicitation number, and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

5.1.1 COPIES

Please submit an original Proposal and be sure to clearly mark it as “Original”. In addition, six (6) duplicate copies of the original Proposal must also be submitted. Each copy of the Proposal is distributed to an Evaluation Committee Member. If your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive containing a digital copy of your proposal is also requested with this Solicitation.

5.1.2 SUBMITTAL

Proposals are to be submitted in a sealed envelope/box bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the deadline specified in the Solicitation Timetable. Immediately after the deadline passes all Proposals received on a timely basis shall be opened and read in the City Council Chambers located on the Second Floor of City Hall.

PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED

Address your Proposal to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161 (Please clearly mark your Proposal with the name and number of this Solicitation).
5.2 PROPOSAL FORMAT

The Proposal must be in the following format. Failure to include responses to items #1 through #10 in this Section 5.2 may result in the proposer being deemed non-responsive and resulting in the Proposal not being considered.

Separated by a physical tab/divider each require and/or non-require document to insure all necessary documents are not overlooked. You can label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you may put “Not Applicable” on the tab divider page or on a sheet of paper.

EVALUATION/SELECTION CRITERIA – (LABEL EACH SECTION AS NUMBERED BELOW)

1. COVER PAGE FORM

   The Cover Page Form shall be submitted as part of the Solicitation. This Form must be completely and neatly filled-in. The Cover Page Form shall include the company name, identify the person authorized by law to render the Services (as registered with the State of Florida Division of Corporations) and title. In addition, the Respondent shall include the mailing address, phone number, fax number, and e-mail address. The Respondent shall identify one person of authority that will receive all notifications and will be contacted directly by the City as needed in reference to this Solicitation.

2. TABLE OF CONTENTS

   The Table of Contents should outline, in sequential order, the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents

3. LETTER OF INTRODUCTION

   Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation

4. BUSINESS STRUCTURE

   Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable

   Respondents submitting applications as joint ventures shall submit a copy of their joint venture agreement. Any firm(s) involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

   Give the location of the office, which will handle the City’s account and the number of professional staff personnel at the office
5. **QUALIFICATIONS/EXPERIENCE OF THE BROKER/FIRM IN PROVIDING THE LINES OF COVERAGE OUTLINED IN THIS RFP (25 POINTS)**

The Respondent shall provide a narrative description of the company and the services provided. Included as part of the narrative shall be the following information:

- State if the business is licensed, permitted and/or admitted to do business in the State of Florida, attach copies of all such licenses issued to the business entity (including State of Florida Sun Biz report).
- State the date business was organized and/or incorporated and place of incorporation.
- Indicate whether the business is a parent or subsidiary in a group of firms/agencies.
- State-specific experience demonstrating your firm’s ability to provide type, quality, and quantity of Services requested, including experience of delivering these services, technical skills in providing these services to similar type and size entity.
- What size clients does your firm generally represent?
- Describe what makes your firm uniquely qualified to work on City’s account.
- Describe a situation where you went above and beyond to meet your client’s service needs (such as those of interest to the City of North Miami).
- Provide any available record of performance rating for service rendered to current clients – minimum three (will accept vendor evaluation form completed by other governmental agencies represented by Broker).
- Provide a summary of the firm’s financial resources showing stability (include the latest year’s audited financial statements and annual report of Insurance Agency and holding company).
- Discuss any impending changes in the firm that could impact delivery of services.
- Give the location of the office (with respect to City of North Miami) which will handle the City’s account and the number of professional staff personnel at the office.
- Provide Listing of all lawsuits or proceedings involving the Respondent within the past ten (10) years, including case names and numbers, courts, nature of the actions and disposition or status.
- Provide proof that your firm carries the required insurance referenced in this RFP (refer to section 2.7) – Additional insured status will be required upon award.
6. **QUALIFICATIONS/EXPERIENCE OF PERSONNEL TO BE ASSIGNED TO CITY’S CONTRACT (25 POINTS)**

- Briefly describe your firm’s history and background
- Provide copies of all insurance licenses for Respondent’s Brokers/staff, allowing the transaction of insurance sales/service in the State of Florida.
- Provide resumes for all proposed personnel on the Respondent's team that will be assigned to the Contract to meet the requirements of this Solicitation. Include a resume for each specific personnel member to be assigned. Resumes should include, at a minimum, the following:
  - Name of individual
  - Academic credentials/degrees
  - Professional designations/certification
  - Professional Memberships
  - Brief history of employment
  - Licenses maintained
  - Details of relevant account/reference experience as it relates to proposed services. Information should be comprehensive and easily verifiable.
  - How often does your team meet with your clients and for what purposes?

7. **EXPERTISE AND APPROACH TO THE SERVICES REQUIRED BY THIS RFP (25 POINTS)**

Respondent’s expertise and approach to providing the Services requested in this Solicitation:

- An explanation of why the Respondent is best qualified to perform Contract requirements and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFP.
- An explanation on how Respondent will work with City’s staff to manage City's contract as it relates to matters pertaining to insurance identified in this RFP.
- In your opinion what are the two major challenges entities our size face and how can your firm help to meet these challenges as the City’s Insurance Broker?
- Describe the technical support you provide to your clients?
- Describe how you support your clients as a liaison between the client and the providers/insurers.
- Provide any supplemental materials which might enhance the City's understanding of the firm, its capabilities, and experience.
8. **COMMISSION/FEES (10 POINTS)**

The Respondent shall quote compensation in both of the following ways: Remuneration may consist of a flat fee or commissions to be derived for each line of insurance. The successful firm shall provide an annual statement from each carrier confirming that the insurance carrier has paid no commissions if a flat fee has been agreed to as a method of compensation. Full disclosure of all compensation earned, either directly or indirectly is required. All fees and or commissions earned must be disclosed.

Insurance placed by Broker on behalf of City will be invoiced based on agreed terms upon placement of coverage. The City shall remit payment to the agreed party in accordance with specified terms and conditions. Please complete the Commission/Fee Form located in Section Six (Attachments, Forms, and Appendix - Public Officials’ EPLI, Police Professional & Excess Workers’ Compensation. *(See Section 6.0, Schedule of Commission/Fee)*

- Explain your preference and reason relating to how you desire to be compensated for service rendered.
- Has your firm been subject to any lawsuits or settlements specific to compensation disclosure or practices within the last five years? If yes, explain.
- Does your firm have any reservations in making available “documents of commissions” received from insurers?
- What is your company’s philosophy on accepting contingency/override compensation from insurers relative to placement of insurance?

9. **REFERENCES (15 POINTS)**

Indicate at least three (3) clients with whom the City may speak with during the evaluation phase. *(Form A-14)*

Proposer must provide references from no less than three (3) contracts with either public, private and/or non-profit clients for similar services as stated in this Solicitation *(see Form A-14)*. References must include organization name, contact name, telephone number, and email address.

*Note: Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed Non-Responsive.*

10. **LOCAL BUSINESS PREFERENCE**

The evaluation of competitive solicitations is subject to Section 7-151 of the City’s Purchasing Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria *(see Form A-3).*
Pursuant to Section 7-151, a “Local Business” is defined as a business meeting two of the following:

a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; or

b) A business that has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or

c) A business that subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

Note: The Respondent seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation.

5.3 CONTRACT FORMS

Contract forms must be completed (with all blanks filled in), executed and properly notarized.

The following forms must be submitted in the following order:

- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non-Collusive Proposal Certificate
- Form A-3 Local Preference Affidavit (if applicable)
- Form A-3(a) Statement of Intent (if applicable)
- Form A-4 Questionnaire Instructions
- Form A-5 Acknowledgement of Addenda (if applicable)
- Form A-6 Disclosure of Subcontractors & Suppliers (if applicable)
- Form A-7 Insurance Requirements (Provide copies of the required Insurance or letter of intent to provide required insurance)
- Form A-14 References

All of our forms can be found on our website at:
http://www.northmiamifl.gov/departments/purchasing/forms.aspx

Please ensure to include all applicable forms with your Proposal documents signed and notarized as required.

In regards to “Form A-5 Acknowledgement of addenda”, it is the sole responsibility of the Respondent to check the City’s website for all applicable addenda issued at:
Completed responses shall include all the above information including all required forms included with this RFP or RFP submittal may be rejected.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.

END OF SECTION
SECTION 6.0
COVER PAGE, SCHEDULE OF COMMISSION/FEES, CHECKLISTS & APPENDIX
COVER PAGE & CONTACT PERSON INFORMATION

BROKERAGE/AGENCY FIRM
FOR
PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY
POLICE PROFESSIONAL LIABILITY, EXCESS WORKERS’ COMPENSATION
INSURANCE SERVICES
RFP No. 57-18-19

Include this sheet as the very first page of your Proposal. Please complete the entire form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

Legal Name of Proposer(s): ________________________________

Federal Employee Identification (FEIN) Number: ________________________________

Mailing Address: ________________________________

City, State, Zip Code: ________________________________

Contact Person: ________________________________

Title: ________________________________

Email Address: ________________________________

Telephone Number: ________________________________

Fax Number: ________________________________
## Schedule of Commission/Fee

<table>
<thead>
<tr>
<th>Line of Business</th>
<th>Commission</th>
<th>Fee</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Officials’ Employment Practices Liability</td>
<td></td>
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<tr>
<td>Police Professional Liability</td>
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<tr>
<td>Excess Workers’ Compensation</td>
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**Note:** Respondent should attach additional information (requested in the evaluation/criteria section) to further clarify their compensation/fee proposal for services to be provided under this Solicitation.

1. Respondent, individual, partnership, corporation or association responding to this solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also, the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.

2. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

---

Company Name

Authorized Company Representative (Print Name)  
Date

Signature  
Title
This checklist is provided for Proposer’s convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration and may be added to as the need arises.

Company Name: 

<table>
<thead>
<tr>
<th>Tab/Page No.</th>
<th>Appendix Forms</th>
<th>OFFICE USE ONLY</th>
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<tbody>
<tr>
<td></td>
<td>Cover Page/Information Sheet</td>
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<td>Response Submittal Checklist</td>
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<td></td>
<td>Table of Contents</td>
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<td></td>
<td>Letter of Introduction</td>
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<td></td>
<td>Business Structure</td>
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<td></td>
<td>General Company Information</td>
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<td></td>
<td>Licensing of Firm and Brokers employed by Brokerage/Agency</td>
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<td></td>
<td>Qualification/Experience of the Broken/Firm</td>
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<tr>
<td></td>
<td>Qualifications/Experience of Personnel to be assigned to City’s Contact</td>
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<td></td>
<td>Expertise and Approach to service required by this RFP</td>
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<td></td>
<td>Schedule of Commission/Fee</td>
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<tr>
<td>Tab/Page No</td>
<td>City Contract Forms</td>
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<td>A-1 Public Entity Crimes Affidavit</td>
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Appendix “A”
Cone of Silence Ordinance
Cone of Silence Notification

Public Officials and Employment Practices Liability
Police Professional Liability, Excess Workers’ Compensation
Insurance Services
RFP No. 54-18-19

DIVISION 8. CONE OF SILENCE

Sec. 7-192. Cone of Silence.

(a) *Purpose and intent.* The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection, and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) *Cone of silence is defined to mean a PROHIBITION on:*

(1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

(3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;
(2) Communications with the city attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.