

REQUEST FOR PROPOSALS

PROPERTY, CASUALTY AND LIABILITY INSURANCE

PROGRAM

RFP No. 2016-36



The Town of Miami Lakes Council:

Mayor Michael A. Pizzi, Jr.
Vice Mayor Timothy Daubert
Councilmember Manny Cid
Councilmember Tony Lama
Councilmember Nelson Hernandez
Councilmember Ceasar Mestre
Councilmember Frank Mingo

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

DATE ISSUED: Tuesday, June 28, 2016

CLOSES: 2:00 PM EST Thursday, July 21, 2016

Request for Proposals No. 2016-36

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Attachment A – Price Proposal Worksheet (Excel file)

Attachment B – Policy Binder including Schedule of Vehicles & Trailers

Attachment C – WC Annual Deposit Payrolls

Attachment D – Professional Services Agreement

SECTION 1

LEGAL NOTICE/REQUEST FOR PROPOSALS

RFP No.: 2016-36
RFP Name: Property, Casualty and Liability Insurance Program
Pre-Proposal Conference: N/A
Proposals Due: 2:00 PM, Thursday, July 21, 2016

The Town of Miami Lakes, Florida, (the “Town”) is accepting sealed proposals from qualified firms to provide a Property, Casualty and Liability Insurance Program (the “Services”). Proposals must be submitted in the form of one (1) original and five (5) copies of the Response, plus one (1) copy of the complete Technical Proposal in digital form on CD-ROM or flash drive in PDF format in addition to the Price Proposal in digital format, and **must** be received by the Office of the Town Clerk, 6601 Main Street, Miami Lakes, Florida 33014 **by no later than 2:00 P.M. on Thursday, July 21, 2016**, at which time the time for receiving Responses will close.

The Scope of Work includes providing property, casualty and liability insurance for the Town for a policy effective date of October 1, 2016.

Section 4.5 of the RFP stipulates the minimum requirements, which Proposers must meet to be considered for an award under this RFP.

Copies of the RFP, including all related documents can be obtained by visiting the Town’s website at <http://www.miamilakes-fl.gov/>, and selecting “Contractual Opportunities” and on www.DemandStar.com. The Town is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the Town of Miami Lakes Procurement Division.

All inquiries regarding this RFP **must** be directed to the Procurement Division at procurement@miamilakes-fl.gov. Pursuant to subsection (t) “Cone of Silence” of Section 2-11.1 “Conflict of Interest and Code of Ethics Ordinance” of Miami Dade County, public notice is hereby given that a “Cone of Silence” is imposed concerning this solicitation. Failure to comply with the “Cone of Silence may result in the rejection of a Response. For additional information concerning the “Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.

SECTION 2 – SUBMISSION OF A RESPONSE

2.1 Submittal Requirements

Proposers submitting a response (“Response”) to this Request for Proposals (“RFP”) must submit both a Technical Response and a separate Price Response based on the requirements set forth in the RFP.

Sealed written Responses must be received by the Town of Miami Lakes; Town Clerk’s Office, no later than the date, time and at the location indicated in Section 1 of the RFP, in order to be considered responsive. Faxed or e-mail Responses are **not** acceptable, and will not be considered. **Responses received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive and shall not be considered.**

Only one (1) Response from an individual, firm, partnership, corporation, business entity, or joint venture will be considered in response to this RFP.

One (1) original and five (5) copies of the Response, plus one (1) copy of the complete Response in digital form (on CD-ROM in .pdf format as stated in Section 1, must be timely received by the Town or your Response may be disqualified.

2.2 Additional Information or Clarification

Requests for additional information or clarifications **must** be made in writing. Proposers **must** e-mail their requests for additional information or clarifications (“RFI”) in accordance with “Cone of Silence” and contact information provided in Section 1. Any request for additional information or clarification must be received five (5) business days prior to the Response Submission Date.

The Town may issue responses to inquiries and any other corrections or amendments it deems necessary in written addendum, which will be issued prior to the Response Submission Date. The Town may not issue a response to all RFI submittals. Proposers should not rely on any oral or written representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's sole responsibility to ensure receipt of all addenda. Prior to submitting the Response, the Proposer should check the Town’s webpage identified in Section 1 for any addendum.

2.3 Agreement

The Town anticipates awarding a Professional Services Agreement for an initial three (3) year period with an option to renew for two (2) additional one-year periods. The Proposer(s) selected to provide the service(s) requested herein (the “Successful Proposer(s)”) shall be required to execute an agreement (“Agreement”) with the Town, a draft of which has been included as part of the RFP.

2.4 Price Proposal

The Price Proposal will be publicly opened at the Evaluation Committee meeting immediately following evaluation of the Technical Proposals. The total Price Proposal score will be incorporated into the overall rating and ranking of the Responses.

The Town reserves the right to negotiate the final price should that be deemed in the best interest of the Town.

2.5 Award of an Agreement

A Professional Services Agreement may be awarded to the Successful Proposer by the Town Council, based upon the requirements contained in the RFP. A draft Professional Services Agreement attached hereto as Attachment D is hereby incorporated into and made a part of this RFP.

The Town may award an Agreement on the basis of the initial Response, without negotiations. As such, Proposer's Response should contain the Proposer's best terms from a technical and monetary standpoint.

The Town reserves the right to execute or not execute, as applicable, an Agreement with the selected Proposer, where it is determined to be in the Town's best interests. The Town does not represent that any award will be made.

2.6 Agreement Execution

Proposer by submission of its Response agrees to execute the Professional Services Agreement in substantially the form provided herein. Without diminishing the foregoing, the Proposer may request clarifications and submit comments concerning the Agreement for the Town's consideration.

Upon award of an Agreement, the contents of the Response of the Successful Proposer(s) may be included as part of the Agreement, at the Town's sole discretion.

Responses that are conditioned to mandatory additions, deletions or revisions to the Agreement's terms and conditions may be rejected as non-responsive.

2.7 Submittal Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.

Responses shall be submitted in sealed envelope(s) or package(s) with the RFP number, title, and opening date clearly noted on the outside of the envelope(s) or package(s).

2.8 Changes, Alterations and Withdrawal

Responses shall be valid and irrevocable for at least 120 days. Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Town Clerk. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response

Submission Deadline. Proposers shall not assign or otherwise transfer their Response. A transfer or assignment of the Response will result in the rejection of the Response as non-responsive.

2.9 Subconsultant(s)/Subcontractors

Subcontracting of the Services under this RFP is not permitted.

2.10 Joint Ventures

Joint ventures must submit their joint venture agreement indicating that the person signing the Proposal is authorized to sign RFP documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

2.11 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the individual identified and in the manner prescribed in Section 1 of the RFP. Should it be necessary, the Town will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

2.12 Disqualification/Rejection of Responses

This RFP requires the use and submission of specific Town Forms. In addition, the RFP requires the submission of additional documents and information. These are mandatory requirements that must be met to be considered responsive. Failure to utilize the Town Forms and submit the required documents will result in the rejection of the Response as non-responsive and it will not be considered. Modification of, retyping, or any alterations to the Town Forms will result in the rejection of a Response as non-responsive.

The Town reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

Throughout this RFP, the phrases “must” and “shall” will denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

Any Proposer who submits in its Response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration for award of the Agreement.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the Town (including any agency or department of the Town) or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by an federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and shall not be considered for award.

The Town, in its sole discretion may reject all responses, specific Responses, portions of a Response where such action is determined based on the RFP or the best interest of the Town.

2.13 Proposer's Expenditures

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the Town in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The Town shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response, and/or anticipation of an award of a contract, and/or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.

2.14 Due Diligence

Proposer is solely responsible for performing all necessary investigations to inform themselves thoroughly as to all difficulties and issues involved in the completion of all Work required pursuant to the mandates and requirements of the RFP and the Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Proposer to fulfill, in every detail, all of the requirements of the Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time

2.15 Execution of Response

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. When a Partnership is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he/she shall sign his/her name, give title of his/her office and affix the corporate seal and shall be attested to by the Corporate Secretary or Assistant Secretary. Corporations must furnish documentation demonstrating the officer's authority to sign on behalf of the corporation. Partnerships must furnish also furnish documentation demonstrating the partner's authority to sign on behalf of the partnership.

Anyone signing the Response as agent must file with the Response legal evidence of signature authority. Proposers who are nonresident corporations shall furnish to the Town a duly certified copy of their permit to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Response.

Failure to properly execute the Response may result in the Response being rejected as non-responsive.

Proposer understands that by submitting this RFP such submittal does not constitute an agreement or contract with the Proposer.

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SECTION 3 –SCOPE OF SERVICES

The Town of Miami Lakes (the “Town”) is soliciting proposals to provide a complete cost effective Property, Casualty and Liability Insurance Program for the Town. The Proposer shall provide insurance coverage in accordance with the declaration pages included in Attachment B. Proposer shall be responsible for managing all of the Town’s insurance needs during the period of the Agreement, as well as providing claims management as part of the Services. Successful Proposer will be responsible for recommending Services that will best meet the needs of the Town in terms of cost, level of protection and long term feasibility. Each Proposer should separately indicate their qualifications, experience, and present municipal clientele in accordance with Section 5 of the RFP.

Proposers will provide the price proposal using Attachment A – Price Proposal Worksheet (Excel file). Premiums must be based on the Town’s current coverage as provided in Attachments B and C.

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SECTION 4 – RFP TERMS AND CONDITIONS

4.1 Acceptance/Rejection

The Town reserves the right to accept or reject any or all Responses or to select the Proposer that, in the opinion of the Town, is in its best interest. The Town also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the Town, and who is not in a position to perform the requirements defined in this RFP. Further, the Town may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFP and may, at its discretion, withdraw and/or re-advertise the RFP. All such actions taken shall be in accordance with the applicable sections of the Town Code and this RFP.

4.2 Legal Requirements

This RFP is subject to all applicable federal, state, county, Town and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. By submitting a Response the Proposer certifies that it has full knowledge of such laws, codes, and ordinances, and any lack of knowledge by the Proposer shall in no way be cause for relief from responsibility for compliance with these requirements.

4.3 Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this award, then the Town, shall have the unqualified right to terminate the Agreements upon written notice to the Consultant, without any penalty or expense to the Town.

4.4 Business Tax Receipt Requirement

Proposer(s) shall meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended. Proposer(s) with a business location outside the Town of Miami Lakes shall meet the applicable local or County Business Tax Receipt or Occupational License requirements.

4.5 Minimum Qualification Requirements

The Town is seeking to procure a qualified and experienced insurance broker, agent, or agency meeting the following requirements:

- Ten (10) years of experience writing property, casualty, and liability insurance for public entities in the State of Florida, preferably in Southeast Florida.
- Proposer's key personnel, who will be primarily responsible for the Program shall be a licensed insurance agent(s) in the State of Florida, as of the RFP Due Date.
- Proposer must be licensed as an insurance broker, agent or agency by the State of Florida, Department of Financial Services.

A minimum of five (5) client references from agencies of a similar, size, scope, and complexity that have been completed in the past three (3) years that were in effect for no less than one (1) year are to be included in the Response. The Proposer must utilize the Reference

Certification Form included herein for these references. Failure to submit the reference forms may result in the Response being deemed non-responsive.

4.6 Local Preference

This RFP is subject to the Local Business Preference as specified in Ordinance 09-115 of the Town Code.

4.7 Public Entity Crimes

Proposers must be in compliance with Section 287.133, Florida Statutes. Proposers shall submit the corresponding form herein with their Response.

4.8 Review of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” Response is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under Section 4 of the RFP may result in a rejection of the proposal as non-responsive.

4.9 Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all Responses where collusion may have occurred.

The Proposer shall include in its Response, in the applicable section of its Response, the Non-Collusive Affidavit, included herein. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive. Should the Proposer fail to include the affidavit with its Response the Town may, at its sole discretion, allow a Proposer a specified period of time to submit the affidavit to the Town, after which time the Response the will be deemed non-responsive.

4.10 Clarifications

The Town reserves the right to make site visits to facilities where the vendor has completed an implementation of a comparable system, visit the Proposer’s place(s) of business, to request clarifications of information submitted and to request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Responses.

4.11 Key Personnel

Subsequent to submission of a Response and prior to award of an Agreement Key Personnel shall not be changed. Any changes in Key Personnel **will** result in the Response being rejected and not considered for award.

4.12 Audit Rights and Records Retention

The Successful Proposer agrees to provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the RFP and any resulting Agreement for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition shall result in the immediate termination of the Agreement (if awarded) by the Town.

4.13 Public Records

Proposer understands that the Response is a "public record, and the public shall have access to all documents and information pertaining to the Response and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Response, acknowledges that the Town may provide public access to and/or copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Response by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

4.14 Conflict Of Interest

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFP.

Proposer must include as part of its Response a detailed statement describing any relationships; professional, financial or otherwise that it may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the Town written notice of any other relationships; professional, financial or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Response being deemed non-responsive.

4.15 Debarred/Suspended Vendors

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Response that includes such an entity or affiliate shall be deemed non-responsible and the Response will not be considered.

4.16 Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

4.17 Contingent Fees

Proposer represents and warrants to the Town that it has not employed or retained any person or company to solicit or secure the award of an Agreement, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of an Agreement.

4.18 Assignment; Non-Transferability of Response

A Response shall not be assigned, transferred, purchased, or conveyed. A Proposer who is purchased by or merged with any other corporate entity during any stage of the Proposal process, through, to and including awarding of and execution of an Agreement, shall have its Response deemed non-responsive and shall not be considered or further considered for award.

4.19 Drug Free Workplace

Proposer that meets the requirements of Florida Statute 287.087 shall receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee.

Should a tie in the ranking of Responses occur the tied Proposers shall be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

SECTION 5 – INSTRUCTIONS FOR PREPARING A RESPONSE

Proposer's Response to this RFP must contain the following information and documents follow the instructions in its preparation. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration.

5.1 Preparation Requirements

Each Response must contain the following documents and forms required by Sections 5.1 A&B, each fully completed, and signed as required utilizing the same outline as provided in the RFP. Documents shall be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee. Page limitations have been established for some of the Town Forms, as well as other documents. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process. The font size and type for Town Forms are set and cannot be changed. Proposer shall use the font style Calibri, Times New Roman, or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

Hard cover binders are not to be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers, as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Response complies with the format set forth in this Section of the RFP.

A. TECHNICAL PROPOSAL

Proposal Letter (maximum 1 page)

1. Provide a cover letter introducing your company and why you believe your company should be selected.
2. **Proposer's Qualifications**
 - i. Provide a brief history and description of the Proposer's firm, the primary markets served, and the local office proposed to service this Program. Include the address of the home office and the office proposing to service this Program. Include the number of years that the Proposer has been in existence, the current number of employees of the company as a whole and for the office providing the Services under the Program. If the Proposer also has a home office, provide the address of the home office. **(maximum 2 pages)**

- i. Describe the proposer's experience in providing insurance for governmental entities within the past five (5) years. If the experience is from a different office of the Proposer this must be clearly identified. **(maximum 1 page)**
- ii. Describe any other Proposer's experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed that the Proposer believes are unique to its organization and would benefit the Town. **(Maximum 1 page)**

3. Proposer's Team & Key Personnel

- i. Provide a table of organization showing all key personnel to be assigned to the Town, which also reflects the reporting structure of the Team. Key Personnel includes partners, managers, seniors, and any other professional staff that will perform Services under the Agreement. **(Maximum 1 page)**
- ii. Provide the following information for the individual primarily responsible for the account:
 - name, position, and business address
 - experience, qualifications and other vital information including relevant experience with similar insurance programs
 - function to be performed as part of the Program
 - type and size of similar programs this individual currently handles (be specific)
 - number of accounts this individual currently handles
- iii. Identify the following information for all other individuals assigned to the account:
 - name, position, and business address
 - experience, qualifications and other vital information including relevant experience with similar insurance programs
 - type and size of similar programs this individual currently handles (be specific)
 - number of accounts this individual currently handles
 - the role of each individual and the reporting relationship in the Proposer's office.
- iv. Maximum of a one page resume for each of the key personnel that includes job descriptions, education, professional designations, licenses, professional experience and any other key qualification information.
- v. Provide copies of Florida Department of Financial Services License for general lines (Property, Casualty, Liability) for all key personnel who will be primarily responsible for the Program.

4. Proposer's Experience & Past Performance (maximum 3 pages)

- i. Provide a detailed description for at least three governmental entity clients of similar size to the Town where similar insurance has been provided, within the last three years, where the Proposer was the retail insurance broker, agent, or agency. The description should identify for each contract:
 - client
 - description of program
 - total dollar value of the contract

- dates covering the term of the contract
- client contact person, e-mail address, and phone number

Do not include accounts where the Proposer was not the retail broker, agent, or agency.

5. Proposer's Approach (maximum 2 pages)

- i. Describe Proposer's approach and methodology in performing the Scope of Services **(see Section 3.0)**. Include details regarding the process/strategy that the Proposer will utilize to secure the most cost effective Program that meets the needs of the Town and the Proposer's approach to Program management to assist the Town.
- ii. Describe specific coverage/services that Proposer recommends that the Town purchase in connection with the Program. Detailed information must include cost, limits, deductibles, carrier selection, service ability and service history. The reputation of the insurance carriers(s) will be evaluated on AM Best financial ratings must be provided for each insurance carrier.
- iii. Describe all services and assistance that will be provided by the Proposer to the Town for the Program, i.e. annual pre-meeting with the Town prior to placing insurance, providing insurance certificates, auto identification cars, monthly/quarterly/annual reports, negotiations with carriers, policy reviews, etc.
- iv. List the primary issues and concerns for the Town relative to the Program. Identify how the Proposer proposes to handle these concerns.
- v. Describe what distinguishes the services provided by the Proposer from the services provided by other brokers or insurance agencies.

6. Documents

- i. Copy of Proposer's license to operate as an insurance company in the State of Florida.
- ii. Documentation substantiating that the Proposer's is authorized to conduct business in the State of Florida.

7. Form of Agreement

Proposer shall include any comments related to the Town's form Professional Services Agreement included as part of the RFP.

8. Forms/Affidavits

- i. Addendum Acknowledgement
- ii. Proposer's Affidavit
- iii. Certificate of Authority & Notarization
- iv. Anti-Kickback Certification
- v. Non-Collusive Affidavit
- vi. Public Entity Crime Affidavit
- vii. Drug-Free Workplace

B. PRICE PROPOSAL

The Proposer is required to complete Attachment A.

i. **Submission of Price Proposal**

The Price Proposal shall be submitted in ***a separate sealed envelope*** concurrent with the submittal of the Technical Proposal, utilizing Attachment A - Price Proposal Worksheet.

Price Proposal is to be inclusive of the proposed total annual premium and shall include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Services, including all direct costs and expenses, and shall also include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating margin (profit).

Price Proposal is submitted for the purposes of determining the successful proposers and establishes the maximum potential value of the Agreement to be awarded by the Town. The Town, at its sole discretion, may conduct further negotiation to determine the final value of the Agreement to be awarded.

ii. **Proposal Errors**

Where Proposal forms have erasures or corrections, the Proposer must initial each erasure or correction in ink. Errors between any sum, computed by the Proposer and the correct sum will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written word. Use of any other forms will result in the rejection of the Response as non-responsive.

iii. **Evaluation of Price Proposal**

The Price Proposal will be evaluated in the following manner:

- a. Points to be figured (reference section 5.3 below) will be allocated based on the final sum of line (C) "Total Per Line of Coverage to be paid by TOML" in Attachment A.
- b. Every other Response will be given points proportionally in relation to the lowest total base cost. This point total will be calculated by dividing the lowest total base cost by the total base cost being evaluated. The result being multiplied by the maximum weight for the price for the Phase to arrive as a cost score of less than the full score for price.

Example:

<u>Lowest Total Base Cost Proposed</u>		Total Points
Proposer's Proposed Total Base Cost	X	for Price = Price Score

Lowest Bid is \$1,000

Your Bid is \$1,500

Your Price Score would be 0.67 multiplied by 25 points, which produces a Price Score of 16.75 points.

Failure of the Proposer to provide all of the required pricing detail shall be cause for rejection of the Response as non-responsive.

5.2 Evaluation Procedures

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Responses.
3. Opening of Technical Proposals and listing of all Responses received.
4. Preliminary review of the Technical Proposals by Town staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
5. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Selection Committee, appointed by the Town Manager, shall meet to evaluate each responsive Technical Proposal in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Selection Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Subsequent to completing its evaluation of the Technical Proposals, the Price Proposals will be opened by Town staff at the Selection Committee meeting.
8. Town staff will calculate the score for each Price Proposal in accordance with the methodology stated in Section 5 and advise the Selection Committee.
9. Town staff will then total the score of each Proposer and advise the Selection Committee of each Proposer's combined score.
10. The Selection Committee forwards its recommendation of the most qualified Proposer to the Town Manager inclusive of the ranking of the Responses.
11. The Town Manager shall review the Selection Committee's recommendation and make a recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Selection Committee for reconsideration. In the event of a tie the recommendation of the Town Manager shall control. The Town Manager may submit a recommended firm or "short list" of a combination of a recommended firm and the "short list" to the Town Council.
12. The Town Manager may attempt to negotiate an Agreement with the most qualified Proposer. If the Town Manager is unsuccessful in negotiating an Agreement with the highest ranked firm the negotiations with the firm will be terminated and the Town Manager will attempt to negotiate an Agreement with the next highest ranked firm and so on.
13. The Town Council shall make the final award.

5.3 Evaluation Criteria

Responses shall be evaluated according to the following criteria and respective weight for a maximum of 100 points per Proposer:

- | | |
|--|-------------------|
| ➤ Proposer's Experience, Qualifications, | Maximum 25 points |
|--|-------------------|

& Past Performance

- Relevant Experience & Qualifications of Key Personnel
- Approach to providing the Services
- Price Proposal

Maximum 10 points

Maximum 15 points

Maximum 50 points

PRICE PROPOSAL

**PROPOSERS MUST COMPLETE
ATTACHMENT A - PRICE PROPOSAL WORKSHEET (Excel File)**

STATEMENT OF NO-RESPONSE

If your company will not be submitting a response to this Bid/RFP, please complete this Statement of "No" Response Sheet and return, prior to the Bid/RFP Due Date established within, to:

The Town of Miami Lakes
 Procurement Division
 6601 Main Street
 Miami Lakes, FL 33014
 Email: procurement@miamilakes-fl.gov

This information will help The Town of Miami Lakes in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: _____

Signature: _____ Date: _____

RFP 2016-36
ADDENDUM ACKNOWLEDGEMENT FORM

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

_____ No Addendum issued for this RFP

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

**PROPOSER'S AFFIDAVIT**

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

_____ Last name	_____ First name	_____ Relationship
_____ Last name	_____ First name	_____ Relationship
_____ Last name	_____ First name	_____ Relationship

- b) Any family relationships with any employee or elected representative of the Town.

_____ Last name	_____ First name	_____ Relationship
_____ Last name	_____ First name	_____ Relationship
_____ Last name	_____ First name	_____ Relationship

Authorized Signature

Date

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____ Print: _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____ Print: _____

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing the Proposal is authorized to sign RFP documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Proposal to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____ Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did/did not) take an oath.

SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of _____)

) SS:

County of _____)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that ____executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, ____.

My Commission Expires:

Notary Public State of Florida at Large

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3)(a), FLORIDA STATUTES**

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

1. This sworn statement is submitted to the Town of Miami Lakes
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives,

partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR produced identification _____ Notary Public – State of _____

(type of identification) My commission expires _____

(Printed, typed or stamped commissioned
name notary public)

CONFLICT OF INTEREST AFFIDAVIT

State of _____ }

} SS:

County of _____ }

_____ being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

Witness

(Printed Name)

(Title)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 20____.

My Commission Expires:

Notary Public State of Florida at Large

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BUSINESS NAME

FIRM'S SIGNATURE

REFERENCE CERTIFICATION FORM

Name of Proposing Firm: _____

1) Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Telephone: _____
Scope of Work: _____
Contract Term Effective Dates: _____
Contract Amount: \$ _____

2) Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Telephone: _____
Scope of Work: _____
Contract Term Effective Dates: _____
Contract Amount: \$ _____

3) Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Telephone: _____
Scope of Work: _____
Contract Term Effective Dates: _____
Contract Amount: \$ _____

4) Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Telephone: _____
Scope of Work: _____
Contract Term Effective Dates: _____
Contract Amount: \$ _____

5) Name of Firm, City, County or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Telephone: _____
Scope of Work: _____
Contract Term Effective Dates: _____
Contract Amount: \$ _____