



## REQUEST FOR PROPOSALS

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### AGENT OF RECORD FOR EMPLOYEE BENEFIT PROGRAMS RFP No. 71-18-19

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#### DATE OF ADVERTISEMENT

MONDAY, JULY 22, 2019

#### ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

FRIDAY, AUGUST 2, 2019 – BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

#### PROPOSAL SUBMITTAL DEADLINE

THURSDAY, AUGUST 22, 2019 – BY NO LATER THAN 3:30 PM (LOCAL TIME)

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**CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, FIRST FLOOR  
776 NE 125<sup>TH</sup> 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 prior to the Submittal deadline rests solely with the Respondent. The City of North Miami will not accept late submittals due to delays resulting from or 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 at [www.demandstar.com](http://www.demandstar.com) or calling 206-940-0305 or downloaded from the City's Purchasing Department website at:

[http://northmiamifl.gov/departments/Purchasing/current\\_bids\\_proposals.aspx](http://northmiamifl.gov/departments/Purchasing/current_bids_proposals.aspx)

Contact Person: Jean Joinville, Purchasing Agent  
Email: [Purchasing@northmiamifl.gov](mailto:Purchasing@northmiamifl.gov) - Telephone: (305) 895-9886



The City of North Miami, Florida (“City”) is soliciting proposals from qualified and experienced firms to provide Brokerage and Consulting Services for the City’s Employee Benefit programs. The successful Respondent shall obtain competitive market quotes and will provide enrollment and administrative support services for a wide range of employer group and individual employee benefits for the City.

Please submit one (1) original Proposal, six (6) copies of the original Proposal and one (1) digital copy on a 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 N E 125th Street, North Miami, Florida 33161.

**Please clearly mark Proposals as follows:**

**“IMPORTANT - SOLICITATION ENCLOSED”  
Agent of Record for Employee Benefit Programs  
RFP No. 71-18-19**

The Solicitation Timetable is as follows:

Event	Date	Time
Advertisement Date	Monday, July 22, 2019	
Deadline for Questions or Request for Clarification	Friday, August 2, 2019	3:30 pm
Proposal Submittal Deadline	Thursday, August 22, 2019	3:30 pm
Evaluation Committee Interviews	To Be Determined	
City Council Approval Date	To Be Determined	

*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 “C”** for further information).

We look forward to your participation in this Solicitation.

Sincerely,

*Alberto Destrade*

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/sub-consultants, 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, sub-consultants 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](http://www.northmiamifl.gov)) and DemandStar at [www.demandstar.com](http://www.demandstar.com) or by calling 206-940-0305 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](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)) and on DemandStar at [www.demandstar.com](http://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](http://www.northmiamifl.gov)) and Demand Star at [www.demandstar.com](http://www.demandstar.com) or calling 206-940-0305 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 125<sup>th</sup> Street, 1<sup>st</sup> 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-responsive; 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-Builder 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](http://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.

**1.41 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 purpose of this RFP is to solicit proposals from qualified firms to provide Brokerage and Consulting Services for the City's employee benefit services. The successful Proposer will obtain competitive market quotes and will provide enrollment and administrative support services for a wide range of employer group and individual employee benefits as further provided herein.

The City has approximately 600 employees and retirees participating in the benefit plans.

The benefit plans include the following, but is not limited to:

- Health Insurance
- Dental Insurance
- Life Insurance
- Long Term Disability
- Short Term Disability
- Vision
- Voluntary Benefits Services

### 2.2 **TERM OF CONTRACT**

The initial term of the Contract shall be for three (3) years commencing on the date of award by City Council.

### 2.3 **OPTION TO RENEW**

The City Manager or duly authorized designee reserves the sole option to renew this Contract for three (3) 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.

### 2.4 **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 will not be considered for further evaluation.

- The Proposer must have experience with public, private or non-profit entities. As a minimum qualification, Proposer must provide references from no less than three (3) contracts with public, private or non-profit sector clients, with 600 employees or more (see Form A-14)
- The Proposer must hold the necessary business tax receipt and all required licenses (such as 2-15 Life/Health or 2-14 combined with a 2-40 or 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.**

- 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.
- The Proposer must satisfy City's minimum insurance requirements, including any requests to be named additional insured which are included under Section 2.7 of this Solicitation.
- Proposer shall be responsible for all actions of any subcontractor or outsourced service provider and shall assure that they hold all required licenses and carry the requisite insurance for the services it will perform.
- The Proposer and any subcontractor or outsourced service provider must provide all administrative and technical services contemplated by this RFP within the United States and shall not offshore any Employer data.

**2.5 EMPLOYER BENEFITS INFORMATION**

For purposes of responding to this RFP, the following chart represents City's Existing Benefit Plan Structure

Coverage Type	Current Provider	Eligible Groups
Medical	Aetna	Active/Retired/COBRA
Dental	Aetna	Active/Retired/COBRA
Vision	Aetna	Active/Retired/COBRA
Life Insurance	Lincoln Financial	Active/Retired/COBRA
Short-term Disability	Lincoln Financial	Active Employees
Long-term Disability	Lincoln Financial	Active Employees

Insurer or Administrator	Active Employees	Retirees
Medical	429	55
Dental	426	84
Vision	328	21
Short Term Disability	180	0
Long Term Disability	179	0
Group Term Life	448	169
Supplemental Life	267	0

## **2.6 JOINT VENTURES**

All proposers intending to submit a proposal as a joint venture are required to have filed proper documents with the Florida Department of Business and Professional Regulation and any other state or local licensing agency prior to submitting their proposal (see Section 489.119, Florida Statutes). Respondents shall submit a fully executed copy of their joint venture must also and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.

## **2.7 INSURANCE AND INDEMNIFICATION**

**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 (OCCURRENCE FORM)**

Minimum limit of \$1 Million per occurrence/ \$2 Million aggregate for bodily injury and property damage liability; this coverage shall also include personal, advertising injury and medical expense, independent contractors and contractual liability.

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

Minimum limit of \$1 Million covering any errors or omissions of the Contractor in the performance of Professional Services; the Self Insured Retention shall not exceed \$25,000. If the self-insured retention (SIR) or deductible exceeds \$25,000, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. Policies written on a "Claims-Made" basis shall include a Retroactive Date equal to or preceding the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, Contractor shall purchase a SERP with a minimum reporting period of not less than three (3) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

### **2.7.3 COMMERCIAL AUTOMOBILE LIABILITY**

Minimum limit of \$1 Million, covering any auto including owned, non-owned, hired or leased. In the event Contractor owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing Contractor to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, Contractor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or a separate Commercial Auto coverage form.

### **2.7.4 WORKER'S COMPENSATION**

As required by the State of Florida and in accordance to F.S.440, with statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.



## **2.7.5 CYBER LIABILITY**

**Minimum limit of \$1,000,000 to include network security, privacy liability.**

**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.**

Insurance policies required by Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ 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 Director prior to signing of Contract. Contractor 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 projects undertaken by Contractor.

Contractor must submit, prior to signing of Contract, Certificates of Insurance evidencing all coverage requested in this RFP. Additional insured designation in favor of the City shall be included on the Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances (including endorsements) remain current and in effect throughout the term of Contract. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the City’s review or acceptance of insurance maintained by the successful Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Contractor under the Contract.

Contractor shall indemnify and hold harmless the City of North Miami 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 Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor 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 ensue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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. Insurance policies provided under this contract shall be primary and non-contributory to any similar insurance policies maintained by or available for the benefit of the City of North Miami. Proposer’s policies shall include a Waiver of Subrogation Endorsement in favor of the City of North Miami with respect to work performed under this contract.

The Contractor must submit, no later than ten (10) days after award and prior to execution of Contract, a Certificate of Insurance evidencing all required coverage and naming the City of North Miami as additional insured where applicable.

## **2.8 FAILURE TO PERFORM**

If in the opinion of the City's representative the Contractor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City's expectations, then City's representative may notify the Contractor that the City will terminate the contract.

If at any time the City's representative shall be of the opinion that service delivery is unnecessarily delayed and will not be completed within the prescribed time, then City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and cease said Work and shall forfeit the Contract.

The City may there-upon look to the next responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract 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.

## **2.9 FEDERAL AND STATE REGULATIONS**

The Contractor shall comply with all applicable federal, state and local rules and regulations regarding provision of Services.

## **2.10 ACCEPTANCE OF SERVICES BY THE CITY**

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

## **2.11 NOTICE TO PROCEED**

The Contractor shall neither commence any Work, nor enter City Work premises, until a written Notice to Proceed has been issued by the City directing the commencement of Work.

## **2.12 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR**

Unless otherwise provided by in this Solicitation, the Contractor shall furnish all labor, materials, equipment and coordination of services as necessary for successful Contract performance.

## **2.13 NO DAMAGES FOR DELAY**

The Contractor shall not be entitled to a claim for damages including, but not limited to, loss of profits, commissions, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the service 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 deliveries, unusual delay in service delivery, unavoidable problems with turnaround, or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor'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 Contractor 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.

## **2.14 COUNCIL MEETING**

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

## **2.15 SOLICITATION CLARIFICATIONS AND INQUIRIES**

For any additional information concerning procedures for responding to this Solicitation, contact the Purchasing Department, at (305) 895-9886 or via email at [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov). Such Contact is to be for procedural clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Work of this Request for Qualifications must be submitted in writing by email. The Solicitation number and title must be included on all correspondence. All responses to questions or clarifications will be addressed by written addendum to the Bid. No questions will be received verbally or after said deadline.

## **2.16 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS**

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

## **2.17 CONDITIONS OF PROPOSALS**

**2.17.1** 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.

**2.17.2** Completeness – All information required by this RFP must be supplied to constitute an acceptable Proposal.

**2.17.3** Public Opening – All Proposals will be publicly opened at the time and place specified.

**2.17.4** 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 Contractors shall be notified in writing of award.

**2.17.5** Contract - A Contract (the “Agreement”) will be awarded in accordance with City Council approval, and Florida Statutes, by the City Council. The City Manager reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) 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 Consultant as is in the City’s best interest.

## **2.18 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**

The successful Proposer shall:

1. Serve as City's Broker of Record/Consultant and provide such brokerage services to the Employer to ensure comprehensive and cost-effective benefits are included in City's benefit plans for selection by City's eligible employees and retirees.
2. Present plan design recommendations that support City's benefits strategies and position Employer to comply with Federal, State and other regulatory requirements year after year.
3. Administer City's health and welfare plans, including setting reserves, reporting experience and projecting funding levels when applicable.
4. Provide ongoing advice on ERISA, COBRA, FMLA, and HIPAA reporting obligations, and other laws and regulations affecting City's benefit plans as it relates to the insurance products within this RFP.
5. Assist with City's reporting obligations, including but not limited to ACA, Section 125, and COBRA as it relates to the products within this RFP.
6. Provide comprehensive services (traditional and web-based) necessary to enroll eligible employees and retirees in the City's benefit plans.
7. Propose and develop communication materials for employee education on current plan designs, plan modifications and consumer education.
8. Provide comprehensive services necessary to serve as City's Section 125 and Voluntary Benefits Administrator, including enrollment support and election reconciliation.
9. Provide key contact(s) to facilitate immediate access by Employer to Successful Proposer for a speedy answer to questions and resolution to any challenges experienced by either party.
10. Provide a Call Center with representatives to respond to City's employees and retirees.
11. Shall agree that all data exchanged between selected Proposer, and Employer or prospective customers belongs to the Employer and shall be accessible at any time during the life of the contract for no additional fee.
12. The Proposer must provide a benefits administration technology platform to be accessible year-round for new hire enrollment and change in status elections of benefits.

13. Provide technical assistance to reduce the overall cost of providing these benefits through a variety of means including developing effective negotiations strategies to expeditiously reduce the absolute cost of health insurance benefits.
14. Solicit and negotiate annual renewal of existing coverage including soliciting multiple or alternative proposal coverage.
15. A comprehensive summary of responsive quotes from insurance carriers will be presented to the City and City Manager.
16. Respond to all employee issues and questions in a timely manner regarding their benefits.
17. Provide City with dedicated agents for any assistance needed.
18. Provide the City with support for the wellness program.
19. Support the City in organizing coordinating two (2) employee wellness fairs, annually.
20. Assist the City in the evaluation and implementation of a wellness and disease management program and measure the effectiveness of that program.
21. Provide program for ACA Tracking and 1095 reporting, which includes mailing out forms. Examples include:
  - a. Plan Source
  - b. Aatrix
  - c. Worxtime
  - d. Sovos, Inc.
22. Identify claims trends and anomalies in a timely manner and prepare recommendations to the City on actions to be taken, if any.
23. Review, process and administer all employee claims issues
24. Review historical claims experience, demographic data trends and plans performance from a financial prospective.
25. Coordinate and participate in the implementation and enrollment process and employee meetings.
26. Assist in the review and or creation of enrollment materials to enhance the overall perceived value of the benefits and compensation.
27. Coordination of annual benefits fair at no cost to the City.
28. Preparation of insurance applications, compile and format support information needed and requested by insurance company underwriters.
29. Compile and maintain historical underwriting information. Provide copies of this information to the City.
30. Development of annual employee benefit statements.

**END OF SECTION**



## **SECTION 4.0 PROPOSAL FORMAT**

### **I. PROPOSAL FORMAT**

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section, neatly typed 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, DVD, or USB Flash Drive in Adobe or Word format be sure to promptly label it 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.

#### **A. 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.

#### **B. 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 125<sup>th</sup> Street, North Miami, Florida 33161 (**Please clearly mark your Proposal with the name and number of this Solicitation**).

### **II. MANDATORY SUBMITTAL REQUIREMENTS**

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The proposal must include the following information:

#### **A. Cover Page (See Appendix "B" of this RFP)**

Include this sheet as the very first sheet of your Proposal. Please complete the 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 RFP.

#### **B. 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.

**C. 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.

**D. Business Structure & Licenses**

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, as well as the insurance licenses stipulated under Section 2.4 of this Solicitation.

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.

**E. General Company Information**

1. Please provide a brief overview of your organization, including history, year established, entry into the benefits brokerage field, ownership, and your operational structure.
2. Describe any mergers or acquisitions in the last five years.
3. Describe your firm's commitment to remain in the benefits administration, brokerage, and consulting business.
4. What, if any, financial interest does your firm have in any of the companies providing services that your firm might include in this RFP or recommend for inclusion in this RFP?
5. Describe the key characteristics of your firm that distinguishes you in the marketplace (unique capabilities, products or services).
6. Describe your approach to carrier and product selection.
7. Please provide additional background on your firm to include:
  - a. Total number of employees and the number of employees dedicated to benefits exclusively.
  - b. Total number of employees that are professionally licensed agents.
  - c. Home office location and location(s) of offices that will be involved in servicing this account.
  - d. Firm's annual revenue
    - i. Disclose annual revenue of the firm's employee benefits operations. Figure should include revenue from only the unit(s) that will be working with the Employer.
  - e. Disclose any state or federal regulatory actions against your firm and/or any key suppliers related to benefits administration and/or consulting services and final disposition.

8. Provide an organizational chart that includes the key contact(s), and the employees assigned to service City's benefit plan. Include resumes and descriptions of each employee's expected role in the servicing of City's benefit plan. Identify any of these employees who are professionally licensed agents.
9. Identify primary contact for Employer including a description of their experience in evaluating and consulting for public entities.
10. Describe your code of ethics. How is it enforced?
11. Describe your approach to and compliance with state and federal privacy and security requirements.
12. Describe your business continuity plan as it relates to the services to be provided under this RFP.
13. Describe your procedures for measuring client satisfaction
14. What steps are you taking to be a market leader?

#### **F. Benefits Brokerage and Consulting Services**

1. List and then describe the full range of Employee Benefits Brokerage and Consulting Services that your firm provides. You may be more expansive than the services identified in the Scope of Services required under this RFP.
2. In which professional benefits associations does your firm participate?
3. If you are the Successful Proposer, what will be your first objective?
4. Explain, with examples, your experience in identifying potential cost containment controls and how you implement these controls.
5. Further outline the experience of the assigned staff in evaluating and employing alternative funding methods in relation to various benefit plans.
6. Describe and provide samples of on-going plan reporting and planning tools.
7. Describe your experience with negotiation and tracking of progress of performance guarantees on behalf of your clients, including the results of these guarantees.
8. Describe how you monitor the performance of insurance providers, in order to ensure the provider can meet the requirements of Employer. What is the notification process to the Employer if a provider has fallen below the acceptable financial rating?
9. Describe the full range of Regulatory Consulting Services that your firm provides. Explain your ability to monitor regulatory and legislative developments on the federal and state level that may impact City's benefit plans and how your firm will disseminate this information to Employer.
10. Does your organization publish newsletters or other descriptive publications that are routinely provided to clients? If so, please describe and provide a copy of a recent issue.
11. Does your organization sponsor periodic seminars on timely benefit issues? If so, what are the specific issues your firm has addressed during the last two years and where were the seminars presented?
12. Describe any innovative "outside the box" solutions your firm has provided to your clients.

## **G. Benefit Communication & Enrollment Services**

1. Describe the full range of Benefits Communication and Enrollment Services that your firm provides. You may be more expansive than the services identified in the Scope of Services required under this RFP.
2. Explain the methodology of your firm in reference to employee education concerning the City's benefits program?
3. Describe how your firm will create a communication strategy for City's benefits plan; include examples of past strategies used with clients. Provide sample documents included in past campaigns, describe their purpose. Explain how you measure the success of a campaign.
4. If your materials have been recognized in trade publications or by trade associations, please provide examples of materials and cite any awards won.

## **H. Benefit Administrative Services**

1. Describe the full range of Administrative Services that your firm provides. You may be more expansive than the services identified in the Scope of Services required under this RFP. Include the number of years you have provided administrative services to active employees, retirees, and COBRA beneficiaries.
2. Describe how your firm will provide the implementation, data exchange and data management services contemplated by the Scope of Services.
3. Provide a sample timeline associated with managing City's plan from contract award and implementation, through plan enrollment, ongoing data exchange, and preparation for plan renewal.
4. As part of your Administrative Services, does your firm outsource or maintain your own Call Center for employees who have special needs or questions? Describe the full range of services available to employees or retirees who call during Open Enrollment and throughout the benefits plan year, the number of service agents and hours of operation. Include the following in your response:
  - a. A description of the documentation your firm maintains on incoming calls.
  - b. The call monitoring system, call tracking and resolution procedures used by your firm.
  - c. The key performance indicators your Call Center tracks by client.
  - d. How customer satisfaction is assessed?
  - e. What is the process for resolving customer complaints/issues?
5. What type of formal reports or scheduled meetings can Employer expect? (Content, frequency, participants and objectives.)

## **I. Cost Saving Initiatives**

1. Describe how your firm will analyze existing coverage and identify or develop cost/saving alternative benefit strategies and plans.
2. Describe how your firm will assist in the development of alternative strategies to reduce cost. Kindly include a sample of cost-containment information or initiatives which you have used previously.

3. Describe how your firm will assist in the development of and planning of long-range goals and strategies, including making projections of potentials savings.

**J. Compensation**

Provide your method of compensation e.g. Fee, commission, or combination of the two. Provide total annual dollar amount, if fee-based, or commission percentage, if commission based. Please see Appendix "A" for Proposed Schedule of Fees.

**K. References**

Provide at least three (3) current or former public, private or non-profit sector clients, with 600 employees or more (**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.***

**L. Local Business Preference**

This RFP is issued in accordance with the City of North Miami Code of Ordinances Sec. 7-151, which states that preference be given to local businesses, in the form of ten percent (10%) of the total evaluation points or ten percent (10%) of the total bid price. Respondents must submit Forms A-3 and A-3(a) (if applicable) with their submittal to receive local preference. **Failure to submit required documentation may render the Respondent ineligible for local preference.**

**M. Additional Information**

Provide any additional and/or relevant information regarding the firms' capability in regards to similar projects.

**N. Litigation**

Provide a 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 of each case.

**O. Insurance Requirements**

All Respondents shall provide evidence of the ability to obtain appropriate insurance coverage. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all requirements, or (2) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the City's requirements will be submitted before final execution or issuance of the contract. (**Form A-7**)

**P. RFP Forms**

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:  
[http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

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 5.0**

### **EVALUATION CRITERIA/SELECTION PROCESS**

#### **5.1 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(s) will be awarded to the most 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.

#### **5.2 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.

Upon completion of the technical criteria evaluation, rating, and ranking, the Committee may choose to conduct interviews with the Respondent(s), which the Evaluation/Selection Committee deems to warrant further consideration based on the best-rated proposal providing the highest quality of service to the City; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

#### **5.3 EVALUATION OF PROPOSALS**

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 is as follows:

<b>Evaluation Criteria</b>	
<b>Criteria</b>	<b>Points</b>
<p><b>Qualifications and Experience / Ability of Professional Personnel/Financial</b></p> <ul style="list-style-type: none"> <li>▪ Expertise of human resources and employee benefits management, in public, private and/or non-profit sector</li> <li>▪ Qualifications &amp; experience of the firm, &amp; its subcontractors/suppliers relevant to the Scope of Work</li> <li>▪ Availability of qualified personnel</li> <li>▪ Ability to meet set standards</li> <li>▪ Previous contracting experience with the other public, private and/or non-profit agencies (<b>see References</b>)</li> <li>▪ Financial resources and capabilities per financial statements</li> <li>▪ Evidence of insurance and/or bonding capacity</li> <li>▪ Location of local office</li> </ul>	<b>25</b>
<p><b>Quality of Services / Technical Approach to the Scope of Work</b></p> <ul style="list-style-type: none"> <li>▪ High-quality level of services to be provided to the City</li> <li>▪ Understanding of City needs</li> <li>▪ Ability to convey a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully</li> <li>▪ Conveyance of a willingness to work with City staff to maximize resources</li> <li>▪ Approach to the Project and Methodology</li> <li>▪ Technical Soundness of the proposal</li> <li>▪ Applicability of the services offered</li> </ul>	<b>25</b>
<p><b>Cost Saving Initiatives</b></p> <ul style="list-style-type: none"> <li>▪ Development of long-range cost strategies</li> <li>▪ Innovative ideas for cost containment</li> <li>▪ Examples of cost-savings implementation for clients that may have saved money</li> </ul>	<b>25</b>
<p><b>Proposed Fee</b></p> <ul style="list-style-type: none"> <li>▪ Pricing Structure</li> <li>▪ Fee Schedule/Cost Proposal</li> <li>▪ Any other additional costs</li> </ul>	<b>25</b>

#### 5.4 **COMMITTEE INTERVIEWS**

The Committee may select and choose to invite any and/or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

#### 5.5 **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.***

#### 5.6 **NEGOTIATION PROCESS**

If the City and said the Committee's recommended firm 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 ranked, 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**



## **Appendix “A” Schedule of Fees**



**Schedule of Fees**  
**Agent of Record for Employee Benefits Programs**  
**RFP No. 71-18-19**

Compensation shall be quoted in either of the following ways. Remuneration may consist of flat or variable fees, or commissions 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 agent-broker on behalf of the City will be invoiced based on agreed terms upon placement of the coverage. The City shall remit payment to the agreed party in accordance with the specified terms and conditions. **Please complete the information below regarding the proposed fees for each line (health, dental, vision, life & disability)**

Line of Business	Commission	Fee	Comments
Group Health Insurance			
Group Dental Insurance			
Group Vision Insurance			
Group Life Insurance			
Group Disability Insurance			

**Note:** Respondent should attach additional information (clarification) as part of their proposal regarding their proposed compensation for all 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

---

Authorized Company Representative (Signature)

---

Title



## **Appendix “B” Proposal Forms**

Cover Page & Contact Information Form  
Proposal Submittal Checklist





**COVER PAGE & CONTACT INFORMATION**

**RFP No. 71-18-19  
AGENT OF RECORD FOR EMPLOYEE BENEFIT PROGRAMS**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward 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:  
(if any)

---



I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The 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. Moreover, the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

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

---

Company Name

---

Authorized Company Representative (Print Name)

---

Date

---

Authorized Company Representative (Signature)

---

Title



**RESPONSE SUBMITTAL CHECKLIST**

**AGENT OF RECORD FOR EMPLOYEE BENEFIT PROGRAMS  
RFP No. 71-18-19**

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 Bid 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 complete 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: \_\_\_\_\_

Tab/Page No.	Appendix Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Response Submittal Checklist	
Tab/Page No.	Narrative	OFFICE USE ONLY
	Table of Contents	
	Letter of Introduction	
	Business Structure	
	General Company Information	
	Benefits Brokerage and Consulting Services	
	Benefit Communication & Enrollment Services	
	Benefit Administrative Services	
	Cost Saving Initiatives	
	Compensation	
	Litigation	
Tab/Page No.	City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-3 Local Preference Affidavit <i>(if applicable)</i>	
	A-3(a) Statement of Intent <i>(if applicable)</i>	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	
	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	
	A-7 Insurance Requirements	
	A-14 References	



**Appendix "C"**  
**Cone of Silence Ordinance**

# Cone of Silence Notification

## **Agent of Record for Employee Benefit Programs RFP No. 71-18-19**

### 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.**

**(c) Exceptions. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written**

communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.