



Request for Proposal

Issue Date: May 9, 2022

Title: **Property and Casualty Insurance Broker Services**

Contact: City of Ocala Procurement Department
David Williams, Buyer
dwilliams@ocalafl.org
(352) 629-8350

SECTION 1. GENERAL INFORMATION

- 1.1 The City of Ocala is issuing this solicitation for the Risk Management department.
- 1.2 The City requests qualified companies to submit proposals and qualifications for consideration in the selection for Property and Casualty Insurance Broker Services.
- 1.3 All terms and conditions of this request, any addenda, proposer's submissions, and future negotiated terms are incorporated into the contract by reference as set forth herein.
- 1.4 All dates and information contained herein may be extended, changed, or updated within the listing at www.bidocala.com. **Proposers are responsible for verifying all listing information before submitting a response to the solicitation.**
- 1.5 **ANTI-LOBBYING:** Any bidder/proposer violating anti-lobbying in Section 6 will have their proposal rejected and will not be considered further.
- 1.6 **ANTI-COLLUSION STATEMENT/PUBLIC DOMAIN:** Proposer shall not divulge, discuss, or compare this solicitation with any other proposer or collude with any other proposer in the preparation of this response in order to gain an unfair advantage in the award of this contract. By submitting a response, Proposer acknowledges all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

SECTION 2. TIME SCHEDULE

- 2.1 The City will receive submittals until the time and date cited in our e-procurement system, ProRFx. Only submittals received electronically on www.bidocala.com by the correct time and date will be recorded.
- 2.2 Proposer shall upload one (1) electronic submittal package through the listing on www.bidocala.com for evaluation.

SECTION 3. INSTRUCTIONS TO RESPONDING FIRMS

- 3.1 All proposals must be electronically submitted by or before **2:00 PM**, on the listing end date/bid close date at www.bidocala.com under the appropriate listing.
- 3.2 Proposals may not be submitted by any other means other than as described in Section 3.1. The City will not accept proposals sent by U.S. Mail, private couriers, fax, or email.

- 3.3 Any proposals received after the stated time and date will not be considered.
- 3.4 Selection may be made directly from the solicitation. Some or all of the responding firms may be requested to provide written or oral technical proposals, or both, for the scoring process.

SECTION 4. AWARD

- 4.1 The City reserves the right to accept or reject any or all proposals.
- 4.2 The resulting contract will be for an initial term of three years (**January 1, 2023 - December 31, 2025**), with one optional, three-year renewal term.
- 4.3 The City reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request clarification or other information to evaluate any or all proposals.
- 4.4 The City will negotiate an agreement with the highest-rated proposer. If an agreement cannot be reached with the highest rated proposer, the City reserves the right to negotiate with the next highest proposer (or subsequent proposers) until an agreement is reached.
- 4.5 The City reserves the right, prior to City Council approval, to cancel or terminate this solicitation, any negotiations, or the proposed agreement, without penalty.

SECTION 5. INQUIRIES

- 5.1 Any and all questions must be submitted to the Procurement Department electronically via www.bidocala.com. Responses will be made electronically and posted online. It is the responsibility of the proposers to check for updates.
- 5.2 If necessary, an addendum will be posted on the www.bidocala.com website.
- 5.3 No verbal or written information which is obtained other than by information in this document or by an addendum to this request will be binding on the City.

SECTION 6. LOBBYING AND PROPOSER CONTACT

- 6.1 PROPOSERS ARE HEREBY ADVISED THAT CONTACT IS NOT PERMITTED WITH ANY CITY PERSONNEL OR BOARD MEMBER RELATED TO OR INVOLVED WITH THIS REQUEST. PROPOSERS ARE RESTRICTED FROM DISCUSSING THEIR SUBMITTALS AND THIS SOLICITATION WITH COMPETING FIRMS UNDER THIS SOLICITATION. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE ASSIGNED PROCUREMENT PERSONNEL.
- 6.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A CITY COUNCIL MEMBER OR ANY CITY PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE CITY COUNCIL VOTE ON THE AWARD OF THIS CONTRACT. CONTACT WITH OTHER SUBMITTING PROPOSERS IS RESTRICTED AFTER ADVERTISEMENT AND PRIOR TO THE CITY COUNCIL VOTE ON THE AWARD OF THIS CONTRACT.
- 6.3 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF THE PROPOSER OR INTERACT WITH OTHER PROPOSERS AS DESCRIBED IN 6.1 AND 6.2 DURING THE TIME SPECIFIED WILL RESULT IN REJECTION/ DISQUALIFICATION OF THEIR PROPOSAL UNDER SAID SOLICITATION.

SECTION 7. CITY OF OCALA PROTEST POLICY

- 7.1 ANY PROPOSER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN THE CITY OF OCALA PROCUREMENT POLICY LOCATED AT <http://www.bidocala.com/vendor-resources/>. FAILURE TO POST BOND WITH THE CITY OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND CITY OF OCALA RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE CONTRACTING OFFICER FOR THE CITY.

SECTION 8. PREPARATION AND SUBMISSION

- 8.1 The Proposer's response shall be **no more than thirty (30) pages**, excluding a cover page, cover letter, resumes, letters of reference, certifications, licenses, and insurance.
- 8.2 Proposers are required to complete **Exhibit B - Proposal Response Form** in lieu of formatting their own response. Proposal response shall include a completed Proposal Response Form, cover letter, and appropriate attachments.
- 8.3 The proposal shall include the following sections:

Qualifications, Experience, and Licensing Requirements***40 points**

** Do not include the City of Ocala in your references or experience.*

A. Qualifications (20 points):

1. Identify the individuals who will be assigned to provide services, their roles, resumes, tenure, and qualifications.
2. Include name, title, phone number, and location of the office.

B. Experience (15 points):

1. Provide a list of at least two (2) public agencies, or large private agencies, for which your company has provided similar services during the last five (5) years.
2. Include the agency/company name, contact information, period of the contract, dollar value of the contract, services provided, and insurance lines.

C. Licensing Requirements (5 points):

1. Describe how frequently you evaluate your licensing requirements and what that process entails.
2. Are you in full compliance with the requirements now?

Approach and Methodology;

OPTIONAL: Value Added Programs/Services

40 points**D. Approach and Methodology (38 points):**

1. Provide an overview of your approach to performing the Scope of Work to best serve the City of Ocala. Demonstrate the intended methods for design, implementation, maintenance, communication, and improvement of the City's property and casualty insurance lines.
2. Specify your service commitment levels, including timeframes for the following: RFP timeframe; binder delivery; policy issuance (including receipt of policy or amendments); and billing.

3. What is your expected response time to answer questions/inquiries from City of Ocala HR/Risk management representatives? What will the inquiries be limited to?
4. What is your process to identify programs, products, and insurers capable of meeting the City's insurance needs? Explain your sourcing and marketing program to add new insurers to your database/distribution list.
5. Please provide your standard carrier financial requirements. Please indicate the rating based on AM Best, Standard & Poors, etc. The City requires all placements to meet the minimum-security requirements of AM Best rated companies (A- or better); can you comply?
6. Describe the criteria used when evaluating current insurance markets.
7. How will you develop an annual schedule of coverage which lists the policy by coverage, company, policy number, policy duties, premium, and brief description? Provide examples of the schedule format. Does this include proposing coverage enhancements?
8. How will your firm issue solicitations and evaluate proposals? Provide examples if available.
9. What is your process for reviewing policies and endorsements for accuracy and conformance with negotiated coverage? Who is responsible for this verification? Do you have a process currently in place?
10. Detail your process to issue and deliver valid binders for insurance policies purchased by the City through the Broker. What information will be included in the binders?
11. How will you assist the City in determining insurance requirements for various City contracts (design, construction, and service)? Will you assist the City in reviewing insurance policies, contracts, leases, and bonds as requested by the City? Do you currently have standard requirements?
12. Will your service team join client meetings if needed? Are meetings included in your fee?
13. Will you audit the City's Workers' Compensation classification coding? If so, explain the process. Is this audit included in your fee, or a separate charge (provide charge amount)?
14. Explain how you will coordinate with the City's HR/Risk Management representative to assure that up-to-date exposure data will be incorporated into the issuance of newly purchased policies.
15. How will you promptly and accurately process insurance policy certificates and endorsements and other change requests as needed? Outline the timeframes for these processes.
16. Explain your role when representing the City in negotiations with insurers, underwriters, insurance regulatory authorities, and other parties on brokered policies. Do you currently provide such services?
17. How will you coordinate loss control/safety services desired by the City that are available at "no-cost" from the insurers whose policies were purchased through the broker?
18. What is your plan to provide evaluation, training, and education relative to loss control, safety, claims management, and related topics in the area of risk management?
19. How often will you provide information concerning new exposures, regulatory requirements, and uninsurable risk? Where is this information garnered from and how will you communicate it to the City?
20. Do you allow insureds to report claims directly to the Carrier?

21. How will you serve as a resource for information on coverage issues, policy interpretation, claims issues, potential exposure, and other issues? Do you have In-House claim professionals available to advise the City of Ocala?
22. Detail how you will assist in risk-related contractual agreements.
23. How do you maintain confidential client data? Describe your firm's process for data security monitoring.
24. Can you provide access to the Carrier's online reporting data or adjuster notes?
25. Will you provide COI review for compliance and provide guidance on coverage to best protect the City's interests?
26. State any services you are unable to provide or any deviations from the Scope of Work.
27. List performance guarantees.

E. OPTIONAL: Value-Added Programs/Services (2 points):

1. List any additional programs or services provided by your company at no cost to the City (i.e. training programs, written programs, educational classes).
2. This may include OSHA, HR, wellness, safety, etc.

Price Proposal

20 points

F. Price Proposal (20 points):

1. Provide a **FLAT FEE** annual price based on the Scope of Work.
 - This fee should be full compensation for the broker's professional services and shall include any and all travel required by the broker to meet with City staff as outlined in the Scope of Work and the proposer's approach and methodology.
 - Additional compensation will not be paid to the broker or to any other party and is strictly prohibited. **Any and all additional compensation or commissions, as part of brokered policies, paid to any party, including brokers, wholesale brokers, or third-party intermediaries, must be promptly returned to the City.**
 - Broker may not accept any type of compensation without full disclosure to the City of the dollar amount or percentage of compensation prior to binding the insured's coverage along with fully refunding the compensation to the insured.
 - Failure to disclose third-party compensation agreements/understandings to the City may result in bid rejection or future contract termination.

G. References (REQUIRED - No points): *NOT PROVIDING REQUIRED REFERENCES AND LETTERS OF REFERENCE IS CAUSE FOR PROPOSAL REJECTION*

1. Submit a minimum of four references, of which two must be letters of reference, with names, titles, mailing addresses, email addresses, telephone numbers, and the service description.
 - References should be for similar services provided over the last five years. Public agency references are preferred.

- Include at least two current clients with 500 or more employees.
2. **A minimum of two letters of reference are required.**

SECTION 9. PROPOSAL EVALUATION PROCESS

- 9.1 The Selection Committee will be comprised of a minimum of three (3) members from various and appropriate City departments.
- 9.2 All proposals received by the submission deadline will be reviewed by the Procurement Department for responsiveness. Responsive proposals will be distributed to the Selection Committee members for review.
- 9.3 The committee members will independently evaluate and score each proposal received in accordance with the evaluation criteria in Section 10.1 below. During the Selection Committee meeting, the committee members will review the solicitation and will submit their individual scoring of all proposals to the buyer for compilation to determine a shortlist. Dates will be set for conducting interviews or presentations with shortlisted firms, and notification will be sent by e-mail and/or telephone of their assigned date and time, by Procurement staff.
- 9.4 The Contracting Officer shall negotiate further terms and conditions of an agreement, including the final fee with the highest-rated proposer. If the Contracting Officer cannot reach a mutually beneficial agreement with the first selected proposer, the City reserves the right to enter into negotiations with any of the proposers as a best-and-final offer and continue this process until an agreement is reached or the City decides to terminate this solicitation.

SECTION 10. EVALUATION CRITERIA

- 10.1 The Selection Committee shall score all proposals, meeting the submittal requirements based on the following factors:

EVALUATION CRITERIA	WEIGHT
Qualifications, Experience, and Licensing Requirements	40 points
Approach and Methodology; <i>OPTIONAL: Value-Added Programs/Services</i>	40 points
Price Proposal	20 points
TOTAL	100 points

SECTION 11. CONFLICT OF INTEREST

- 11.1 All firms must list all and any affiliations they have with other firms.
- 11.2 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, as amended, governing conflict of interest. All proposers must disclose with each proposal the name of any officer, director or agent who is also a public or City employee. Further, all Proposers must disclose the name of any public employee who owns directly or indirectly an interest of five percent (5%) or more in the proposer's firm or any of its branches. City of Ocala municipal employees, appointed persons, and elected officials (herein referred to as "employees") may engage in outside activities and hold financial interests subject to the requirements of City of Ocala Employee Handbook regulations, state law, and federal regulations and law, if applicable.

Every employee who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the City of Ocala ("City") must complete an "Officer and Employee Disclosure Statement" and file the statement with the required procurement documents submitted to the respective procurement staff member. A statement must be submitted with every procurement response if the proposer has a disclosure to document. This statement is available at <http://www.bidocala.com/wp-content/uploads/Officer-and-Employee-Disclosure-Statement-and-Intro.pdf>

SECTION 12. CITY REQUIRED CLAUSES

- 12.1 **INDEMNIFICATION CLAUSE.** The Proposer shall indemnify and hold harmless the City of Ocala and their elected officials, employees, and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission of the Proposer.
- 12.2 **INSURANCE REQUIREMENTS.**
- A. **Commercial General Liability:** with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - B. **Commercial Automotive Liability:** a combined limit of not less than \$1,000,000.
 - C. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.
 - D. **Professional Liability/Errors & Omissions Insurance:** with limits of \$10,000,000. Coverage must continue three (3) years after contract expiration.
- 12.3 **MATERIALS.** All materials submitted in response to this solicitation shall become the property of the City.
- 12.4 **COST INCURRED IN RESPONDING.** All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.
- 12.5 **INDULGENCE.** Indulgence by the City on any non-compliance by the proposer does not constitute a waiver of any rights under this request.
- 12.6 **FEDERAL DEBARMENT.** By submitting a proposal, the proposer certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- 12.7 **PUBLIC ENTITY CRIMES.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, sub-consultant, or consultant under a contract with any public entity; and may not transact business any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO(\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
- 12.8 **E-VERIFY.** The Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of the contract and shall expressly require any sub-consultants performing work or providing services pursuant to the state

contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-consultant during the contract term.

SECTION 13. EXHIBITS

Exhibit A - Scope of Work

Exhibit B - Proposal Response Form