



## **CITY OF ROCKY MOUNT**

### **FINANCE**

**Request for Proposal #: 320-261022RP**

**City of Rocky Mount Broker Services**

**Date of Issue: 11/16/2022**

**Proposal Opening Date: 12/19/2022**

**At 1:00 PM ET**

**Direct all inquiries concerning this RFP to:**

Ramona Plemmer

Email: [Ramona.Plemmer@rockymountnc.gov](mailto:Ramona.Plemmer@rockymountnc.gov)

Phone: 252-972-1228



**ROCKY MOUNT**  
FINANCE  
THE CENTER OF IT ALL

## **Request for Proposal # 320-261022RP**

For purchasing division processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

**ID Number:**

\_\_\_\_\_

Federal ID Number or Social Security Number

\_\_\_\_\_

Vendor Name

***“All bidders are hereby notified that they must have the proper license as required under the North Carolina laws. All prospective contractors shall be responsible for complying with state law and local ordinances.”***



## City of Rocky Mount Finance

<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b> Ramona Plemmer Purchasing Manager	<b>Request for Proposal # 320-261022RP</b>
	<b>Proposals due date: 12/19//2022 1:00 pm</b>
	<b>Contract Type: Service</b>

**EXECUTION**

In compliance with this Request for Quote, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item within the time specified herein. By executing this quote, the undersigned Vendor certifies that this quote is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this quote, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or City department. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the City, or from any person seeking to do business with the City. By execution of any response in this quote, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. **Do you have a financial interest or tangible personal benefit with a city of Rocky Mount employee, officer, or agent?**  Yes  No **If yes note the employee, officer, or agent; department; and the perceived or actual conflict of interest.**

**Failure to execute/sign quote prior to submittal shall render quote invalid and it WILL BE REJECTED. Late quotes cannot be accepted.**

<b>VENDOR:</b>		
<b>STREET ADDRESS:</b>	<b>P.O. BOX:</b>	<b>ZIP:</b>
<b>CITY &amp; STATE &amp; ZIP:</b>	<b>TELEPHONE NUMBER:</b>	<b>TOLL FREE TEL. NO:</b>
<b>PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):</b>		
<b>PRINT NAME &amp; TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:</b>	<b>FAX NUMBER:</b>	
<b>VENDOR'S AUTHORIZED SIGNATURE:</b>	<b>DATE:</b>	<b>EMAIL:</b>

Offer valid for at least 60 days from date of quote opening, unless otherwise stated here:  days.

**ACCEPTANCE OF PROPOSAL**

If any or all parts of this quote are accepted by the City of Rocky Mount, an authorized representative of the City of Rocky Mount shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

<p><b>FOR CITY USE ONLY:</b> Offer accept, and Contract awarded this _____ day of _____, 20__ as indicated on the attached certification, by _____ Purchasing Manager.</p> <p><b>PRE-AUDIT:</b> This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.</p> <p>_____          Finance Director <span style="float: right;">Date</span></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## Contents

<b>1.0</b>	<b>PURPOSE AND BACKGROUND .....</b>	<b>5</b>
<b>2.0</b>	<b>GENERAL INFORMATION.....</b>	<b>5</b>
<b>2.1</b>	<b>REQUEST FOR PROPOSAL DOCUMENT .....</b>	<b>5</b>
<b>2.2</b>	<b>NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS .....</b>	<b>5</b>
<b>2.3</b>	<b>RFP SCHEDULE .....</b>	<b>5</b>
<b>2.4</b>	<b>PROPOSAL QUESTIONS.....</b>	<b>6</b>
<b>2.5</b>	<b>PROPOSAL SUBMITTAL .....</b>	<b>6</b>
<b>2.6</b>	<b>PROPOSAL CONTENTS .....</b>	<b>7</b>
<b>2.7</b>	<b>DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....</b>	<b>7</b>
<b>3.0</b>	<b>METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....</b>	<b>8</b>
<b>3.1</b>	<b>METHOD OF AWARD.....</b>	<b>8</b>
<b>3.2</b>	<b>CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....</b>	<b>8</b>
<b>3.3</b>	<b>INTERPRETATION OF TERMS AND PHRASES.....</b>	<b>8</b>
<b>4.0</b>	<b>REQUIREMENTS .....</b>	<b>9</b>
<b>4.1</b>	<b>PRICING.....</b>	<b>9</b>
<b>4.3</b>	<b>INVOICES.....</b>	<b>9</b>
<b>4.4</b>	<b>MWBE GOOD FAITH EFFORTS.....</b>	<b>9</b>
<b>4.5</b>	<b>MINORITY BUSINESS PARTICIPATION.....</b>	<b>9</b>
<b>4.6</b>	<b>REFERENCES .....</b>	<b>10</b>
<b>4.7</b>	<b>PERSONNEL.....</b>	<b>11</b>
<b>4.8</b>	<b>VENDOR’S REPRESENTATIONS .....</b>	<b>11</b>
<b>5.0</b>	<b>SCOPE OF WORK .....</b>	<b>11</b>
<b>5.1</b>	<b>GENERAL .....</b>	<b>11</b>
<b>5.2</b>	<b>VENDOR’S REPRESENTATION.....</b>	<b>13</b>
	<b>ATTACHMENT A: PRICING.....</b>	<b>15</b>
	<b>ATTACHMENT B: ACCEPTANCE OF TERMS &amp; CONDITIONS.....</b>	<b>15</b>
	<b>ATTACHMENT C: ACCEPTANCE OF GENERAL TERMS &amp; CONDITIONS.....</b>	<b>15</b>
	<b>ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION.....</b>	<b>15</b>

## 1.0 PURPOSE AND BACKGROUND

---

The City of Rocky Mount is seeking RFPs for the services listed under the scope of work section of these specifications.

Incorporated in 1867, the community at the falls of the Tar River that became the City of Rocky Mount dates from the middle of the 1700s. Historically strong in rail transportation, textiles, and agriculture, the economy of Rocky Mount has diversified into biomedical pharmaceuticals, manufacturing, and logistics. The City's population was 54,341 as of the 2020 census, making it the 20<sup>th</sup> most populous city in North Carolina at the time. The city is 45 miles east of Raleigh.

Please refer to the City's website to find additional information about the City of Rocky Mount at [www.rockymountnc.gov](http://www.rockymountnc.gov).

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

---

### 2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference. Vendor may attach its proposal to this RFP for submission; however, any and all additional, modified or conflicting terms and conditions submitted on or with Vendor's proposal shall be disregarded and shall not be considered apart of any contract arising from this RFP. Any attempt to delete or avoid the force of the previous sentence shall render Vendor's proposal invalid, and it shall not be considered.

### 2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the Cities terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.4 PROPOSAL QUESTIONS. If the City determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The City may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the City rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

Contact with anyone working for or with the City regarding this RFP other than the City Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the City's election.

### 2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The city will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	City	Wednesday 11/16/2022
Submit Written Questions	Vendor	Friday 11/21/2022 3:00 pm
Provide Response to Questions	City	Friday 12/2/2022
Submit Proposals	Vendor	Monday 12/19/2022 1:00 pm
Contract Award	City	TBD

## 2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to Ramona.Plemmer@rockymountnc.gov by the date and time specified above. Vendors should enter “RFP # 320-261022RP: Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the City’s response, and any additional terms deemed necessary by the City will be posted in the form of an addendum the City of Rocky Mount Purchasing web-page <http://www.rockymountnc.gov/services-finance-bids/> and/or to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

## 2.5 PROPOSAL SUBMITTAL

If applicable to this RFP, sealed proposals, subject to the conditions made a part hereof and the submission requirements described below, shall be delivered to the physical address indicated in the table below, for furnishing and delivering those items or Services as described herein.

Vendors shall deliver to the address identified in the table above: one (1) paper copy and one (1) electronic copy (USB) included in the sealed envelope.

All proposals shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table, below. File contents **shall NOT** be password-protected but shall be in .PDF or XLS format and shall be capable of being copied to other sources.

Proposal shall be marked on the outside of the sealed envelope with the Vendor’s name, RFP number and date and time of opening. If Vendor is submitting more than one proposal, each proposal shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed proposals from a single Vendor may be included in the same outer package. Do not include proposals for more than one solicitation in the same package.

<b>MAILING ADDRESS FOR DELIVERY OF PROPOSAL VIA U.S. POSTAL SERVICE</b>	<b>OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER</b>
-------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------

PROPOSAL NUMBER: 320-261022RP Attn: Ramona Plemmer City of Rocky Mount PO BOX 1180 Rocky Mount, NC 27802	PROPOSAL NUMBER: 320-261022RP Attn: Ramona Plemmer City of Rocky Mount 331 S. Franklin Street Rocky Mount, NC 27804
----------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or e-mail, in response to this RFP shall NOT be accepted.**

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s).

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding on this RFP periodically check the City's IPS website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

Contact with anyone working for or with the City of Rocky Mount regarding this RFP other than the City of Rocky Mount Purchasing Office Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the City of Rocky Mount Purchasing Office election.

## 2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Completed version of ATTACHMENT A: PRICING
- e) ATTACHMENT B: TERMS AND CONDITIONS
- f) Completed and signed version of ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION
- g) Completed and signed version of ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION

## 2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BUYER:** The employee of the City or Other Eligible Entity that places an order with the Vendor.
- b) **CONTRACT LEAD:** Representative of the City of Rocky Mount Purchasing Office who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the City and who will administer this contract for the City.
- c) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- d) **RFP:** Request for Proposal
- e) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- f) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

---

### 3.1 METHOD OF AWARD

Pursuant to North Carolina General Statutes Section 143-131, “award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.”

While the intent of this RFP is to award Contracts to multiple Contractors for different properties, the City reserves the right to make a single award to one Contractor, to not award one or more properties or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the City to do so.

The City reserves the right to waive any minor informality or technicality in proposals received.

**Local Preference Policy.** *The only exception to the lowest responsive, responsible bidder method of award will be the local preference policy. The preference will allow an Eligible Local Bidder to match the price and terms of the lowest responsible, responsive bidder who is a Non-Local Bidder, if the Eligible Local Bidder's price is within five percent (5%) or \$25,000, whichever is less, of the lowest responsible, responsive Non-Local Bidder's price. An eligible local vendor is one that is current on property taxes in the City of Rocky Mount and meets the qualifications set forth in the policy. An application can be found at <https://rockymountnc.gov/vendors>*

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using department, issuing department, other government department office, or body (including the purchaser named above, department secretary, department head, members of the general assembly and/or governor’s office), or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the contents of another Vendor’s proposal, another Vendor’s qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the City’s discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the City would not be served by the disqualification. A Vendor’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing department for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

### 3.3 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department’s needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.



## 4.0 REQUIREMENTS

---

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the City to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.5.

### 4.1 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal. The amount bid for the initial annual term is subject to negotiation and adjustment considering CPI after the first year and agreed to by the City.

### 4.3 INVOICES

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address: City of Rocky Mount Attn: Accounts Payable  
PO BOX 1180  
Rocky Mount, NC 27802
- c) Payment amounts will be made on a NET 30 day pay period upon submission of an invoice and appropriate trip tickets to support such invoice.

### 4.4 MWBE GOOD FAITH EFFORTS

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. The awarded bidder will be asked to show proof of good faith efforts.

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the bid and subcontract documents available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 7 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 8 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 9 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

### 4.5 MINORITY BUSINESS PARTICIPATION

The Bidder has the responsibility to make a good faith effort to solicit minority proposals and to attain the aspirational ten percent (10%) goal. We encourage all Bidders even MWBE/HUBs to obtain the aspirational goal where sub-contracting and supplier opportunities exist. Use the table below to note the MWBE businesses that will be used as suppliers or subcontractors for this contract.

MWBE FIRM	OWNERSHIP STATUS	ADDRESS	WORK TYPE

If the goal of 10% participation by HUB Certified or minority businesses is not achieved, the Bidder shall provide the following documentation to the City of his/her good faith efforts:

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- a) Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- b) Copies of quotes or responses received from each MWBE responding to the solicitation.
- c) A telephone log of follow-up calls to each firm sent a solicitation.
- d) For subcontracts where a minority business is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- e) Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- f) Copy of pre-bid roster
- g) Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- h) Letter detailing reasons for rejection of minority business.
- i) Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in a non-responsive bid.

#### 4.6 REFERENCES

Vendors shall provide at least three (3) different references for which your company has provided Services of similar size and scope to that proposed herein. The city of Rocky Mount shall contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Contractor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the quote. If city of Rocky Mount references is provided it cannot be counted towards your three (3) required references but may be included in addition to.

COMPANY NAME	CONTACT NAME	COMPANY EMAIL	TELEPHONE NUMBER

<b>Optional:</b> City of Rocky Mount			

**4.7 PERSONNEL**

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The city will approve or disapprove the requested substitution in a timely manner. The City may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the City may request acceptable substitute personnel or terminate the contract services provided by such personnel.

**4.8 VENDOR’S REPRESENTATIONS**

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the City under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors that may be approved by the City. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor’s proper performance, provision and delivery of the service and deliverables under this Contract or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

**5.0 SCOPE OF WORK**

**5.1 GENERAL**

City of Rocky Mount is evaluating their Broker Service options and has identified the following project goals:

- Assemble a broker service team that can provide the expertise to address the City’s insurance/risk management issues.

- Identify partners with the capability and expertise to identify opportunities to add additional value to the organization.
- Ensure appropriate procedures and guidelines are in place to eliminate any actual or potential conflicts of interest;
- Ensure the brokerage arrangements are priced competitively.

The process will focus on the broker’s capabilities, experience of team members, ability to add value and broker compensation. Specifically, we request that you not approach any insurance markets or service providers on our behalf in connection with this project and that the information included in this request for proposal be kept confidential. Any participant violating this requirement will be disqualified.

**FINALIST PRESENTATIONS**

During the evaluation process, the City of Rocky Mount will, at its discretion, request any one or all brokerage firms to make oral presentations for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, brokers are cautioned that the City of Rocky Mount is not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the broker. Not all participants may be asked to make such oral presentation.

**TIMELINE OF BROKER SELECTION PROCESS**

Activity		Target Date
1.	Post formal announcement of RFP to various websites and send courtesy notification to potential bidders	November 16, 2022
2.	Questions from Brokers due by 3:00pm EST	November 21, 2022
3.	Response to Brokers’ questions (addendum)	December 2, 2022
4.	Qualifications and responses received from Brokers	December 19, 2022 at 1:00 pm EST
5.	Notification to Brokers who will be interviewed	January 4, 2023
6.	Interviews to be held at City of Rocky Mount	Week of January 16, 2023
7.	Selection of broker	Mid-February 2023
8.	Effective date of program	July 1, 2023

Your response will be thoroughly evaluated, and your firm may be invited to an oral interview, **therefore, please note the dates reserved for interviews.** Your response should be tailored specifically to address the questions outlined in this RFP.

**RESPONSE INSTRUCTIONS**

- **Overview**

An acceptable and complete response to this Request for Proposal will include the following information:

- **Specific Questions**

Please provide clear and concise responses to the following:

- A. Provide a brief history and description of your firm. This includes the size (number of employees and/or revenues) and areas of specialization. Provide specific information for the office that would handle the account.
- B. Provide the names, titles and experience of each individual that would be assigned to work on the account. This should include account executives, marketing personnel, technical representatives, and others that would be actively involved. Include resumes highlighting specific experience and expertise in the public power sector. Identify the individual within your firm who would have overall responsibility and identify the office in which each account member is located.
- C. Provide the names, addresses, and telephone numbers of at least five, but no more than eight, clients handled by your firm. For all references provided, list the major lines of insurance currently being handled and the length of time you have handled them. References within the public sector would be helpful.
- D. Describe any special expertise your firm has in providing insurance to an organization similar to City of Rocky Mount. Include in your response any capability of your firm in the areas of research and benchmarking.
- E. City of Rocky Mount prefers to compensate its broker on a fee basis. Describe how your firm determined the level of the proposed brokerage fee. Would your firm be willing to enter into a multi-year agreement to provide broker services? Describe any additional actual or potential compensation in addition to the proposed fee that your firm would or could receive such as contingent commissions, commissions or fees to affiliated firms, etc.
- F. This RFP includes City of Rocky Mount's Broker Service Agreement, which will be executed with the broker who is awarded the services. Please review the Broker Services Agreement and confirm that your firm has no issues with the provisions in this Agreement.
- G. Describe the method you would use in designing a comprehensive insurance program for the City. Explain your approach to marketing and timeliness of events relating to insurance placement. Describe the process you would employ to evaluate and keep abreast of the City's loss exposure.
- H. Specifically, describe your organization's in-house capabilities in providing insurance and risk management services, including:
  - 1) Placement of insurance
  - 2) Risk management information systems
  - 3) Loss control
  - 4) Claims management
  - 5) Actuarial analysis and services, if needed
  - 6) Underwriting and coverage advice
  - 7) Risk assessment and educational programs
  - 8) Other client services and programs
- I. What do you perceive to be your firm's strengths, weaknesses, and opportunities relative to your competitors?

## 5.2 VENDOR'S REPRESENTATION

- a) Vendor warrants that qualified personnel shall provide all services that may be required under The Contract in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent with at least the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the City under The

Contract. Vendor shall serve as the prime contractor under The Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the City. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder.

- b) If any goods, services, functions, or responsibilities not specifically described in The Contract are required for Vendor's proper performance, provision and delivery of the goods and services under The Contract, or are an inherent part of or necessary sub-requirement included within such goods and services, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the goods and services.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of The Contract; and that entering into The Contract is not prohibited by any contract, or an order by any court of competent jurisdiction.

**Attachments to this RFP begin on the next page.**

**ATTACHMENT A: PRICING**

---

All labor costs, direct and indirect, shall have been determined and included in the quote. The cost and availability of all equipment, materials, and supplies associated with performing the services described in the scope of work shall have been determined and included in the quote.

Item #	Description	Cost
1	Contract Year 1	\$
2	Contract Year 2	\$
3	Contract Year 3	\$
4	Contract Year 4	\$
5	Contract Year 5	\$

**ATTACHMENT B: ACCEPTANCE OF TERMS & CONDITIONS**

City of Rocky Mount Instructions to Bidders Review <https://rockymountnc.gov/services-finance-vendor-registration/>

**ATTACHMENT C: ACCEPTANCE OF GENERAL TERMS & CONDITIONS**

Review Terms and Conditions: General at <https://rockymountnc.gov/services-finance-vendor-registration/> Terms and conditions on the vendor webpage that do not apply to this bid: [Federal UG Terms, FEMA Contract Provisions, Sample Contract Terms.](#)

- Check here to indicate that you have read and agree to the City of Rocky Mount General Terms & Conditions.

**ATTACHMENT D: SUPPLEMENTAL VENDOR INFORMATION**

**HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business?  Yes  No
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  Yes  No

If so, state HUB classification: [REDACTED]

**NEW VENDOR REGISTRATION**

New vendors must complete a vendor registration form using the link below. If you are a current vendor that needs to update your vendor information you may also complete the online vendor registration form. Once registration is complete email a copy of your W9 an E-Verify Affidavit to the contact person listed on the coversheet. [rockymountnc.gov/services-finance-vendor-registration/](https://rockymountnc.gov/services-finance-vendor-registration/)

**SUSTAINABILITY**

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content?  Yes  No

If yes, what is the post-consumer recycled content? [REDACTED] % What is the total recycled content? [REDACTED] %

Other sustainable properties:

**HOW TO DO BUSINESS WITH THE CITY OF ROCKY MOUNT**

- Becoming a Vendor <https://youtube/MGOjZxl4iQc>
- Competing in the Bid Process <https://youtu.be/yy8dYzPOCUs>
- Purchase Order, Payment and Performance <https://youtube/wA5zVTizZQM>



**CITY OF ROCKY MOUNT**  
SCHEDULE OF INSURANCE POLICIES

<b>Insurance Coverage</b>	<b>Insurance Carrier</b>	<b>Policy Period</b>	<b>Major Limits of Liability</b>	<b>Deductible</b>
Automobile Liability and Physical Damage	Travelers Indemnity Company	7/1/22-23	Liability \$1,000,000 Physical Damage (Owned & Hired): Comprehensive ACV Collision ACV	\$50,000 \$25,000/\$1,000 \$25,000/\$1,000
Bond – Abdul Baloch (Interim Finance Director)	RLI Insurance Company	7/19/22-23	Amount \$250,000	N/A
Bond – Felicia Taylor (Tax Collector)	Western Surety Company	11/12/22-23	Amount \$50,000	N/A
Crime	Travelers Casualty and Surety Company of America	7/1/22-23	Employee Theft \$1,000,000 Forgery or Alteration \$1,000,000 On Premises \$1,000,000 In Transit \$1,000,000 Computer Fraud \$1,000,000 Claims Expense \$5,000 Money Orders & Counterfeit Money \$1,000,000 Funds Transfer Fraud \$1,000,000 Social Engineering Fraud \$100,000 Telecommunications Fraud \$100,000	\$50,000 \$50,000 \$50,000 \$50,000 \$50,000 \$0 \$50,000 \$50,000 \$50,000 \$5,000
Cyber Liability	Travelers Casualty and Surety Company of America	7/1/22-23	Aggregate Limit \$1,000,000 Liability Costs \$1,000,000 Privacy Breach Notification \$100,000 Computer & Legal Experts \$100,000 Data Restoration \$10,000 Extortion Costs \$10,000 Public Relations \$100,000 Social Engineering Fraud \$100,000 Telecom Fraud \$10,000	\$50,000 \$50,000 \$50,000 \$1,000 \$1,000 \$50,000 \$5,000 \$1,000
Employment Practices Liability	Travelers Indemnity Company	7/1/22-23	Each Wrongful Act \$1,000,000 Aggregate Limit \$1,000,000	\$250,000
Excess Workers' Compensation	Midwest Employers Casualty Company	7/1/22-23	Workers' Compensation Statutory Employers' Liability \$1,000,000	\$750,000 applies to codes 7710 and 7720/ \$650,000 all other codes
General Liability/ Employee Benefits Liability	Travelers Indemnity Company	7/1/22-23	General Aggregate \$2,000,000 Products/Completed Operations \$2,000,000 Aggregate \$2,000,000 Premises Operations \$1,000,000 Personal & Advertising Injury \$1,000,000 Damage to Premises Rented to You \$100,000 Failure to Supply \$500,000 Employee Benefits: Each Employee \$1,000,000 Aggregate \$3,000,000 Sexual Abuse Aggregate \$1,000,000	\$50,000 \$50,000 \$50,000

Insurance Coverage	Insurance Carrier	Policy Period	Major Limits of Liability	Deductible
Inland Marine	Travelers Property Casualty Company	7/1/22-23	Limit for Scheduled Items (Train & Carousel) \$275,000 Contractors Equipment \$11,207,918 Unscheduled Equipment \$50,000 Leased or Rented Equipment \$50,000 Flood \$11,307,918 Earthquake \$11,307,918  Radio Tower \$1,400,000 Transmitting or Receiving Equipment \$812,100 Flood \$275,000 Earthquake \$275,000  Tar River Dam & Gates \$2,200,000 Earthquake \$2,200,000	\$10,000                    \$100,000 \$100,000
Inland Marine-Fine Arts Children’s Museum & Art Center	Travelers Property Casualty Company	7/1/22-23	Limit for Scheduled Items \$1,018,352 Property in Transit \$1,000,000 Library Reference Material \$250,000	\$1,000 except Flood \$100,000
Law Enforcement Liability	Travelers Indemnity Company	7/1/22-23	Each Wrongful Act \$1,000,000 Aggregate Limit \$1,000,000	\$100,000
Property	Travelers Property Casualty Company	7/1/22-23	Blanket Real and Personal Property \$311,993,704 Blanket Business Income and Extra Expense \$1,000,000 Data Processing Equipment And Media \$50,000 Expediting Expenses \$1,000,000 Newly Acquired Property Buildings \$2,000,000 Personal Property \$1,000,000 Flood \$10,000,000/\$2,500,000 Earthquake \$10,000,000 Utility Services \$1,000,000 Ordinance or Law \$1,000,000 Debris Removal \$250,000 Pollution Cleanup & Removal \$100,000 Valuable Papers \$250,000	\$100,000                    72 Hours                    \$250,000 \$100,000                    \$10,000
Public Entity Management Liability	Travelers Indemnity Company	7/1/22-23	Each Wrongful Act \$1,000,000 Aggregate Limit \$1,000,000	\$100,000
Umbrella Excess Liability	Travelers Property Casualty Company	7/1/22-23	Per Occurrence \$5,000,000 Annual Aggregate \$5,000,000	\$10,000



## Broker Service Agreement

This agreement, effective \_\_\_\_\_, is between City of Rocky Mount, NC, hereinafter referred to as "City" and \_\_\_\_\_, hereinafter referred to as "Broker".

### 1. Purpose

This is an agreement for specified services whereby City retains Broker to perform insurance brokerage services as more fully set forth below.

### 2. Broker's Duties

In consideration of the compensation specified in Paragraph 4 of this Agreement, Broker agrees to:

1. Act as City's insurance Broker, negotiating on City's behalf with insurance companies regarding coverage terms, service, and premiums and the placement of coverage with insurers and act as a liaison with City's insurers.
2. Follow up with insurers for timely issuance of policies, endorsements, audits, etc.
3. Review the City insurance policies for compliance with the insurers' proposals and the specifications submitted to insurers on City's behalf and obtain revisions when needed.
4. Check the accuracy of each binder, certificate, endorsement, premium audit or adjustment, and any other document received from City insurers and obtain revisions when needed.
5. Send or deliver originals of insurance policies and endorsements to City within 15 workdays of receipt.
6. Monitor the service provided by City insurers and facilitate or negotiate changes in the nature, scope, and level of services provided if necessary.
7. Provide City with detailed invoices on a timely basis.
8. Obtain permission from City's insurers to issue certificates of insurance, binders, and other evidence of coverage, issue these certificates of insurance, binders, and other evidence of coverage by no later than the next business day after requested, and to send these certificates of insurance, binders, and other evidence of coverage by e-mail, fax and/or overnight mail, as requested.
9. To the extent authorized by City insurers, prepare and provide to City insurance identification cards and similar documents as required.
10. Provide applications, claim forms, loss runs, etc., electronically if possible.
11. Monitor the financial strength of the carriers providing City coverages and inform City of material adverse developments.
12. Develop and execute an insurance coverage marketing strategy. Renewal action plans should include a timeline that highlights accountability and meets City's reasonable objectives. Final renewal by no less than 20 days prior to renewal date. Policies delivered no later than 90 days following inception.
13. Monitor the loss control assistance provided by City's insurers, evaluate the recommendations submitted by the insurers and negotiate amendments, if appropriate.
14. Monitor insurers' claims handling and claims management and assist City in settling claims, if necessary, recognizing that proof of loss is City's responsibility.
15. Provide detailed loss data for major lines of coverage on an annual basis and as requested.
16. Assist City in the preparation of underwriting information and insurance applications and, upon request, facilitate meetings with insurance company in underwriting, claims, and loss control.
17. Serve as OMU's advocate in every aspect of City's insurance program. It is recognized that City may not always be right and that Broker will, in such cases, offer fair, reasonable, and sound objections and alternatives to City.

- 18. Perform any other services specifically set forth by Broker in proposals whether or not specifically identified in this agreement.
- 19. Outline in an appendix to this agreement the ongoing reports and data that Broker reasonably expects that City will need to submit to Broker or City’s insurers.
- 20. City’s Broker will obtain optional renewal quotes for each line of coverage and document the carriers approached that decline to quote for each specific coverage.

**3. Qualifications**

Broker warrants and certifies that it has the time, ability, and professional expertise to perform the services required under this agreement in a professional, efficient, trustworthy, courteous, and businesslike manner.

**4. Compensation**

Broker will deliver its services to City of Rocky Mount for the Fixed Fee as follows:

- Contract Year 1 ( \_\_\_\_\_ ) - \$
- Contract Year 2 ( \_\_\_\_\_ ) - \$
- Contract Year 3 ( \_\_\_\_\_ ) - \$
- Contract Year 4 ( \_\_\_\_\_ ) - \$
- Contract Year 5 ( \_\_\_\_\_ ) - \$

Broker will endeavor to have all commissions eliminated and insurance premiums reduced accordingly. However, if this is not possible in any case, the Broker’s fee will be reduced by the amount of any commissions received by Broker and/or Broker’s parent, sister, or affiliated companies, for the placement of City’s insurance coverages and performances of the other duties set forth in this Agreement. The commissions or other remuneration netted against the annual fee shall include any City-specific contingent commission arising from the placement of insurance coverages by Broker and/or Broker’s parent, sister, and affiliated companies for City. Broker will disclose to City all commissions received by Broker and/or Broker’s parent, sister, and affiliated companies, for the placement of City’s insurance coverages including any City-specific contingent commission arising from the placement of insurance coverages by Broker and/or Broker’s parent, sister, and affiliated companies for City. Compensation for any services by Broker to City not covered by this Agreement shall be agreed upon in advance by City and Broker.

**5. Indemnity**

Broker shall defend, indemnify, save and hold harmless City, its officers, directors, agents, and employees from any claims, suits, or actions that may be brought by third parties on account of the actual or alleged negligent or tortious actions, errors, or omissions including but not limited to, the performance of services under this Agreement by Broker.

**6. Broker’s Insurance**

Broker agrees to maintain in full force and effect the following insurance coverages during the term of this Agreement:

Workers’ Compensation and Employers’ Liability Insurance

This insurance shall protect the Contractor against all claims under applicable state laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers’ compensation law.

WC/Employers’ Liability	Statutory/\$1,000,000
-------------------------	-----------------------

Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

Combined Single Limit	\$1,000,000
-----------------------	-------------

Commercial General Liability

(\*including Excess/Umbrella Liability as necessary)

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of the Owner or others arising out of the Contract or any act or omission of the Contractor or his agents, employees, or subcontractors.

Each Occurrence	\$1,000,000
Personal & Advert. Injury	\$1,000,000
General Aggregate	\$2,000,000
Products & Comp. Ops. Agg.	\$2,000,000
*Contract Amount/Expend:	
>\$300,000	\$2,000,000
>\$1,000,000	\$5,000,000
>\$10,000,000	\$10,000,000
>\$25,000,000	\$15,000,000
>50,000,000	\$25,000,000

Professional (Insurance Agents/Brokers Errors & Omissions) Liability Insurance

This insurance shall protect Broker for claims resulting from actual or alleged professional errors & omissions. The limit of liability shall not be less than:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

**7. Confidentiality**

To the extent consistent with performances of Broker’s duties under this Agreement, Broker agrees to keep confidential all information and data, whether written or oral, obtained from City or pursuant to the performance of Broker’s duties under this Agreement. This confidentiality agreement shall extend beyond the term of this agreement.

**8. Records**

During this Agreement and for at least five subsequent years, Broker shall provide City access to all files and records maintained on City’s behalf.

**9. Term**

The term of this Agreement shall be one year from [REDACTED].

**10. Suspension or Termination of Services**

Broker shall have the right to suspend or terminate any or all of the services covered by this Agreement upon giving ninety (90) days written notice to City. City shall have the right to suspend or terminate any or all services covered by this Agreement upon giving thirty (30) days written notice to Broker.

If the relationship of the parties terminates for any reason during the first six months of any contract term, broker will be deemed to have earned 40% of the agreed annual fee for that term. If termination is effective between six and nine months of any contract term, Broker will be deemed to have earned 60% of the agreed upon fee for that term. If termination is effective between nine and 12 months of any contract term, Broker will be deemed to have earned 100% of the agreed upon fee for that term.

**11. Assignment**

Broker is engaged to perform unique professional services. Therefore, there shall be no assignment of this Agreement by Broker without the prior written consent of City.