



## REQUEST FOR PROPOSAL

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### Excess Workers' Compensation Insurance Coverage Services

**RFP No. 51-13-14**

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**PRE-SOLICITATION CONFERENCE**

**NOT-APPLICABLE**

**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE**

TUESDAY, AUGUST 19, 2014 AT 12:00PM

**RESPONSE SUBMISSION DATE AND TIME**

TUESDAY, SEPTEMBER 2, 2014 AT 3:00PM (LOCAL TIME)

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AT

CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>ST</sup> FLOOR  
776 NE 125<sup>TH</sup> STREET  
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation Document may be obtained by contacting DemandStar by Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document **No. 51-13-14**

Contact Person: Patrick Dulcio, Purchasing Agent  
Email: [pdulcio@northmiamifl.gov](mailto:pdulcio@northmiamifl.gov) | Phone: (305) 895-9886 | Fax: (305) 895-1015



The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Proposals from qualified and experienced insurance brokerage firms to acquire insurance coverage for Excess Workers' Compensation Insurance Coverage.

Please submit one (1) original bound Proposal, five (5) complete copies of the original Proposal and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly after a public opening will take place in the Council Chambers at which time accepted Proposals will be opened and read. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark Proposals:

**"IMPORTANT, SOLICITATION ENCLOSED"**

**Excess Workers' Compensation  
Insurance Coverage Services  
RFP No. 51-13-14**

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Wednesday, July 30, 2014	
Non-Mandatory Pre-Solicitation Conference:	Not-Applicable	10:00am
Last Date for Receipt of Written Questions:	Tuesday, August 19, 2014	12:00pm
Opening of Solicitation:	Tuesday, September 02, 2014	3:00pm
City Council Contract Approval Date:	To Be Determined	

*(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)*

Copies of this Solicitation may be obtained by contacting DemandStar via Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 or may be purchased for a non-refundable fee of \$25.00 from the Purchasing Department.

**ACCEPTANCE AND REJECTIONS**

The City reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with the City as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,  
Marc-Anthony Tulloch,  
Purchasing Manager

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All of our Contract forms are fill-in able and can be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>.

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-5 Acknowledgement of Addenda
- A-6 Proposer's Disclosure of Subcontractors and Suppliers
- A-7 Insurance Requirements
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- Attachment A Client Reference Form & Sample Questionnaire
- Attachment B Generic Application for Insurance -Quote
- Attachment C 12/01/13 Florida Self-Insurers Experience Rating
- Attachment D Claims History for all Open Claims
- Attachment E Payroll Report (Actual-2013 & Projected-2014)
- Attachment F Reserve Expenditure Report- FY02 thru FY13
- Attachment G Application for Drug Free Workplace FY14

# 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 Contractor.
- c) "Contractor" means the Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation.
- d) "Department" means a department of the City of North Miami.
- e) "Proposal" or "Response" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
- f) "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this RFP.
- g) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work or Services to be performed by the Contractor under Contract.
- h) "Solicitation" means this Request for Proposal (RFP) document, and all associated addenda and attachments.
- i) "Subcontractors" or "Subconsultant" to mean any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, equipment, services, and materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.
- j) "Work" or "Services" means the provision of insurance brokerage services specifically guided towards Excess Workers' Compensation Insurance Coverage for eligible City employees.

### 1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of 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 550+ 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 Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will 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")* attached to 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 shall be deemed non-responsive to the Solicitation requirements.

### 1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, 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 in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

## **1.6 LOBBYING**

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on noticed that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed Subconsultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Manager or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

## **1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS**

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Manager of Procurement, may temporarily or permanently suspend Contractors from doing business with the city whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants 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 the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is 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**

Respondents shall contact the contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be conRespondented in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-

1712 and requesting the corresponding documents 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 Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star and by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.**

## **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 (excluding weekends and City observed holidays) 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 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**

The selected Respondent understands that this Solicitation or the response 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 DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission 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 RESPONSE SUBMISSION AND OPENING**

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 response by any City office, receptionist or personal 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 submission 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

submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent Contract negotiation.

### **1.19 PUBLIC RECORDS AND EXEMPTIONS**

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing 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. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, 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:

- (1) When such rejection is in the interests of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Respondent is deemed non-responsive; or
- (4) If the Proposal contains any materials irregularities. Minor irregularities contained in response will 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 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS**

The selection committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentation will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

### **1.22 REVIEW OF PROPOSAL FOR RESPONSIVE**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

### **1.23 CITY COUNCIL REVIEW**

The Purchasing Manager will report the result of this RFP to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into Contract Negotiation. The City reserves the right to reject all Proposals.

### **1.24 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.

### **1.25 CONTRACT AWARD**

The City anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Contractor 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 shall be just cause for the termination of the award.

### **1.26 PROPOSAL SUBMITTAL/ADDENDUMS**

All Proposals submitted shall include the completed Proposal Form and all required product information and any other items as indicated on the Proposal Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

### **1.27 NON-RESPONSIVE PROPOSALS**

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or 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, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), 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 due date for submission.

### **1.28 CONE OF SILENCE**

This RFP is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFP or IFB after the advertisement of said RFP, RFP or IFB. At the time of imposition of the cone of silence, the Manager of the Purchasing Department or designee shall provide for public notice of the cone of silence. The Manager of the Purchasing Department shall issue a written notice thereof to the affected Departments, file a copy of such a notice with the city clerk, with the 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, RFP or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, contract negotiations, public

presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

**1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Proposal except upon written approval of the City (See "Form A-6").

**1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION**

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at [www.northmiamifl.gov](http://www.northmiamifl.gov) it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

**1.31 EXCEPTION TO THE RFP**

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take 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. The City, after completing evaluations, may accept or reject the exceptions. Where 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**

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

**1.33 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS**

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 afRespondent in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the Solicitation. A local business shall be defined as:

- a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or
- b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the Solicitation for supplies or services; or
- c) The local preference may be applied to Respondents that subcontract at least ten percent (10%) of the contractual amount of a City project to Subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

**1.34 RULES, REGULATED 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. Respondent are presumed to be 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 COMMUNITY BENEFITS PLAN**

The Contractor will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami’s Local Preference requirement, under Section 7-151 of the City Code.

The Contractor will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Contractor shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City’s Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the Contractor, as a precondition to the execution of any agreement. The Contractor’s Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer.

**1.36 MODIFICATIONS OF PROPOSAL**

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

**1.37 TRUTH IN NEGOTIATION STATEMENT**

The Contractor must provide at the time for Contract execution a written statement stating that “wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting”.

**1.38 REVIEW OF SOLICITATIONS**

The City will not allow any request for documents or reviews of submittals until thirty days after Proposals are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

**1.39 LATE SUBMISSIONS**

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

**1.40 SOLICITATION OPENING**

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud.

However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Council Chambers located on the 2<sup>nd</sup> floor of City Hall 776 NE 125<sup>th</sup> Street North Miami, FL 33161. A list of Respondents shall be placed on the City’s website.

**1.41 ATTORNEYS’ FEES**

In the event of any dispute arising under or related to the Agreement, 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 Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

**1.42 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 contractors or Respondents providing professional Services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

**1.43 CONTRACTOR OBLIGATIONS**

The Contractor warrants that any and all Work, materials, Services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, Services or equipment necessitated by the Inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Work into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

**END OF SECTION**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 PURPOSE**

The purpose of this Solicitation is to solicit qualifications, pricing and selection of a Respondent(s) to provide Excess Workers' Compensation Insurance Coverage Services as requested throughout this Solicitation. This Solicitation shall serve to provide interested parties with general information as to the procedures for which a Respondent maybe selected.

### **2.2 PRE-SOLICITATION CONFERENCE – NON-MANDATORY**

Intentionally Omitted

### **2.3 TERM OF CONTRACT**

A Contract will commence on October 1, 2014, succeeding the approval of the Contract by the City Council, unless otherwise stipulated in the Notice of Award letter, which is distributed by the City's Purchasing Department and contingent upon the completion and submittal of all required Solicitation documents.

The initial term of the Contract shall be for one (1) year with the first six (6) months being a trial period. If the Services provided by the Contractor are satisfactory as determined by the City at the conclusion of the six-month trial period, the Contract term will continue. The Contract shall remain in effect for the entirety of the initial term, unless otherwise terminated earlier by the City. In the event Services are scheduled to end because of the expiration of the Contract, the Contractor shall continue Services with the written consent of the City.

### **2.4 OPTION TO RENEW**

Following the initial term, the City reserves the right to renew the Contract with the same pricing, terms, and conditions, for an additional four (4) successive one-year term periods. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

The City shall be given at least one hundred and twenty (120) days notice of cancellation or non-renewal of Contract and at least one hundred and twenty (120) days notice of any increase in premiums after the initial Contract period. Changes in cost shall occur no more frequently than on an annual basis.

The City shall have the option of terminating the Contract by giving the insurance provider sixty (60) days written notice.

### **2.5 METHOD OF AWARD**

See section 4 for method of evaluation and award.

## **2.6 INDEMNIFICATION AND INSURANCE**

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

### **2.6.1 COMMERCIAL GENERAL LIABILITY**

With minimum limits of **\$1 Million** per occurrence for bodily injury and property damage. This coverage shall also include personal, advertising injury and medical expenses.

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

**\$1 million minimum limit** covering errors or omissions of the company/broker in the performance of professional services. The Self Insured Retention shall not exceed \$25,000.

### **2.6.3 COMMERCIAL AUTOMOBILE LIABILITY**

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

### **2.6.4 WORKER'S COMPENSATION**

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

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

All insurance policies required by the Contract shall be maintained in full force and effect throughout the 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 Management 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.

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

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the 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 issue 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.

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

## **2.7 BID BOND/OFFER GUARANTY BASED ON PERCENTAGE OF OFFER PRICE**

Intentionally Omitted

## **2.8 PERFORMANCE & PAYMENT BOND**

Intentionally Omitted

## **2.9 FAILURE TO PERFORM**

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

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

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

## **2.10 FEDERAL AND STATE REGULATIONS**

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

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

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

## **2.12 NOTICE TO PROCEED**

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

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

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

## **2.14 CONTRACTS OVERLAPPING FISCAL YEARS**

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

## **2.15 NO DAMAGES FOR DELAY**

The Contractor shall not be entitled to any 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 Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, an act of God, strike, war or national disaster or emergency, unusual delay in service deliveries, unavoidable problems with turnaround or other causes beyond the 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.

## **2.16 COUNCIL MEETING**

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

## **2.17 SOLICITATION CLARIFICATION AND INQUIRIES**

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Agent, Patrick Dulcio via email at [pdulcio@northmiamifl.gov](mailto:pdulcio@northmiamifl.gov). Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

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

**END OF SECTION**

## **SECTION 3.0 SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS**

### **3.1 SCOPE OF WORK**

The City has issued this Solicitation to solicit competitive Proposals from qualified professional firms or individuals ("Respondent") with experience providing a broad range of insurance brokerage services to provide the City with a competitive insurance coverage as listed below.

### **3.2 BACKGROUND INFORMATION**

The City is currently insured with PGIT- Preferred Governmental Insurance Trust - at an annual premium of \$115,770. Coverage provided is as follows:

- Part I "Workers Compensation" – Statutory
- Part II "Employers Liability" - \$1,000,000 (bodily injury by accident)
- Bodily by Disease- \$1,000,000 each employee & Agreement Limit

The Policy is written with a \$500,000 Self Insured Retention (SIR), through T.R. Jones & Company as the broker of record.

### **3.3 GENERAL REQUIREMENTS**

Interested insurance companies or brokers shall be qualified pursuant to law and must be currently licensed to practice and engage in the soliciting and delivery of insurance products within the State of Florida, as required by law.

All Coverage should be provided on standard forms approved by the Insurance Commissioner's Office of the State of Florida, and specimens of the policy with all required endorsements attached shall accompany each Proposal.

Designation of the agent or agents of record in the distribution of commissions for this Proposal is the sole responsibility of the insurance carrier who becomes the successful proposer.

Provide Excess Workers' Compensation Insurance to protect the employer- City of North Miami-against all losses in excess of \$350,000 due to any one occurrence, injury or accident.

### **3.4 ADDITIONAL REQUIREMENT**

Attached to this Solicitation is pertinent information for underwriting purposes only. (See attachments B through G)

### **3.5 ALTERNATE PROPOSALS**

The City of North Miami will consider alternate Proposals. An alternate Proposal is viewed by the City as a Proposal describing an approach to accomplishing the requirements of the Request for Proposal which differs from the approach set forth in the solicitation.

An alternate Proposal may also be a second Proposal submitted by the same proposer which differs in some degree from its basic or primary Proposal.

Alternate Proposals may be in the area of technical approach, or other provisions or requirements of the solicitation.

Any other options and limits will be considered including three (3) year rate guarantee.

**END OF SECTION**

## **SECTION 4.0 EVALUATION/SELECTION PROCESS**

### **4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

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

### **4.2 MINIMUM REQUIREMENTS**

To be eligible to respond to this Solicitation, the Respondent must be licensed by the State of Florida and demonstrate sufficient capacity, resources and experience to provide said Services pursuant to all applicable sections under Article XXXVIII, Florida Statutes. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE” and may not be evaluated / scored.

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

**4.2.2** Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submission. The Respondent shall submit copies of the following;

- 2-20 Property and Casualty License

**4.2.3** References at a minimum: Proposer must provide at least three (3) references of local government clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Proposer is currently providing, or has provided, Services within the last five (5) years.

### **4.3 EVALUATION PROCESS**

A selection/evaluation committee appointed by the City’s Purchasing Department shall review the responses to this Solicitation for compliance with the Solicitation requirements and provide an objective evaluation of all Respondents for selection (“Evaluation Committee”). The Evaluation Committee will be comprised of appropriate City personnel from multiple Departments and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation Committee is balanced with regard to both ethnicity and gender. Criteria weights may be changed by the Evaluation Committee prior to evaluation. The Evaluation Committee’s initial evaluation of Respondents shall be on the basis of the specific insurance coverage needs and the professional Services offered by the Respondent as

stated in the Qualifying Information submitted, in accordance with those criteria listed below.

#### 4.4 **SELECTION CRITERIA**

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is **100 points per Evaluation Committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent will be determined by using a combination of Respondent’s total scores for criteria listed. Selection will not be based solely on lowest price. The City will put each Proposal through a process of evaluation to determine the Respondent’s responsiveness to City’s needs. Criteria to be considered include:

Criteria	Maximum Points
Ratings and Financial status of companies used to secure quotes (A rating – B+ acceptable or equivalent) and current financial position as established in its most recent audited financial statement	15
Experience of company used to secure quote (include years in operation and responsiveness in claims administration)	15
Experience of the agency/firm in providing Police Professional Liability insurance	15
Experience of agency staff and qualifications of those who will be assigned to this account	15
Methodology & Approach (Cost of Insurance coverage and how well the Company quoted by agency meets the City’s expectations regarding coverage, deductible/SIR. etc)	20
References (Use Contract Form A-14)	10
Value Added Services Provided by Vendor	10
<b>Evaluation Score:</b>	<b>100</b>

#### **4.5 ORAL PRESENTATIONS**

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

#### **4.6 NEGOTIATIONS**

The City may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach 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 lowest 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.

Any Proposer recommended for negotiations may be required to provide to the City:

- 4.6.1 Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- 4.6.2 Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of Services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

**END OF SECTION**

## **SECTION 5.0 PROPOSAL FORMAT**

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

**PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.**

### **5.1 GENERAL INSTRUCTIONS**

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

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

#### **5.1.1 COPIES**

Submit an original Proposal, be sure to clearly mark "Original" as such. Five (5) complete copies of the original Proposal are requested. Each copy of the Proposal is distributed to the Evaluation Committee if your Proposal copies are incomplete your Proposal may be deemed Non-Responsive.

#### **5.1.2 DIGITALS COPY**

Submit One (1) USB flash drive or compact disk (CD) or DVD of your original Proposal. Clearly label digital copy with Solicitation No. & Title and Company Name.

#### **5.1.3 SUBMISSION**

Proposals are to be submitted in a sealed envelope bearing the name of the Respondent, company and the address as well as the title and number of the Solicitation no later than the time and date specified in the Project Timetable section of this Solicitation. At which time the Proposals will be opened and read in the Council Chambers by a member of the Purchasing Department.

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

Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161 (Please clearly mark Proposal).

## **5.2 PROPOSAL FORMAT**

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

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

### **LABEL EACH SECTION AS NUMBERED**

#### **1. COVER PAGE FORM**

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

#### **2. PRICE PROPOSAL**

The Respondent will be required to propose a percentage of sales fees to be paid to the City in response to this Solicitation. This portion of the Proposal will be taken into consideration when awarding this Solicitation to the Awarded Respondent. A total Price Solicitation (proposed "Contract Price") shall be submitted on the "PRICE PROPOSAL FORM.

#### **3. SUBMITTAL CHECKLIST**

The Submittal Checklist shall be submitted as part of this Solicitation. A checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements provided in this Solicitation.

#### **4. LICENSING**

Provide copies of all licenses requested for the Project/Services of this Solicitation.

#### **5. RATINGS OF COMPANIES USED TO SECURE QUOTES**

Provide copies of insurance company rating (A+ rating – B+ acceptable or equivalent) and current financial status as delineated in its most recent audited financial statement

Provide documentation on the insurance company's years in operation (and experience in providing requested coverage)

Comment on insurance company's responsiveness in the administration of claims (substantiate as deemed appropriate)

**6. EXPERIENCE OF THE AGENCY/FIRM IN PROVIDING EXCESS WORKERS' COMPENSATION INSURANCE**

The Respondent shall provide a Narrative Description of the company and the Project/Services. Included as part of the narrative shall be the following information:

- Give the date business was organized and/or incorporated and place of incorporation.
- Indicate whether the business is a parent or subsidiary in a group of firms/agencies.
- Ability to provide type, quality and quantity of Services requested, including experience of Services, financial status, technical skill, references and satisfactory record of performance.
- A summary of the institution's financial resources (include the latest year audited financial statements and annual report of Insurance Agency and holding company).
- Give the location of the office which will handle the City's account and the number of professional staff personnel at the office. Background information shall be furnished on the personnel handling the City's account.
- State if the business is licensed, permitted and/or certified to do business in the State of Florida, attach copies of all such licenses issued to the business entity.

**7. EXPERIENCE OF STAFF AND QUALIFICATIONS THAT WILL BE ASSIGNED TO THIS ACCOUNT**

- Provide a resumes for all proposed personnel on the Respondent's team that will be assigned to the Contract to meet the requirements of this Solicitation documents.
  - The resume shall concentrate on the person's experience and qualifications as it relates to the requirements for the Project/Service. Information on resumes shall contain comprehensive data that is easily verifiable.

**8. METHODOLOGY & APPROACH TO THE SERVICES**

Proposers approach methodology to providing the Services requested in this Solicitation:

- Cost of Insurance coverage and ability to fulfill coverage/deductible requirements outlined in this Solicitation.
- An explanation of why the Proposer is the best qualified to perform the Contract and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFP.
- Suitability of the methodologies and approaches used in achieving tasks

**9. SPECIFIC INFORMATION**

- Proposal shall include the latest list of ratings from A.M. Best's, Standard & Poor's, or Moody's on the company's quoted;
- Include any specific experience with placing Excess Worker's Compensation Insurance coverage for governmental agencies;
- Provide any supplemental materials which might enhance the City's understanding of the firm, its capabilities and experience.

**10. REFERENCES**

Respondent must provide at least three (3) references, of work within the last five (5) years, preferably from government agencies related to contracts of similar scope and magnitude as described in this Solicitation. Experience will not be considered unless complete reference data is provided. Use Contract Form A-14.

**5.3 CONTRACT FORMS**

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

The following forms must be submitted in the following order:

- Respondent Registration (if not registered)
- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non- Collusive Proposal Certificate
- Form A-5 Acknowledgement of Addenda *(if applicable, attach copies of addendum)*
- Form A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*
- Form A-7 Insurance Requirements *(Provide copies of the required Insurance)*
- Form A-14 References

All of our forms can now be found on our website at: <http://www.northmiamifl.gov/departments/purchasing/forms.aspx>. **These forms are fill –in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.**

In regards to “Form A-5 Acknowledgement of addenda”, it is the sole responsibility of the Respondent to check the City’s website at ([http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx#bta](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx#bta)) for all applicable addends.

**END OF SECTION**

**SECTION 6.0  
ATTACHEMENTS, FORMS  
& APPENDIX**





**COVER PAGE & CONTACT PERSON INFORMATION**

**EXCESS WORKERS' COMPENSATION  
INSURANCE COVERAGE SERVICES  
RFP 51-13-14**

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

Legal Name of Proposer(s): \_\_\_\_\_

Doing Business As (DBA)  
*If applicable:* \_\_\_\_\_

Federal Employee Identification  
(FEIN) Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Persons Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_



**PRICE PROPOSAL FORM**

**EXCESS WORKERS' COMPENSATION  
INSURANCE COVERAGE SERVICES  
RFP 51-13-14**

The prices listed below shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of Services and/or products requested by the City of North Miami.

<b>Proposed Coverage/Premium</b>		
<b>Insurance Coverage</b>	<b>Annual Fixed Sum</b>	<b>% of Total Annual Premiums Paid by the Authority</b>
Part I "Workers Compensation":	\$	%
Part II "Employers Liability":	\$	%
Bodily by Disease:	\$	%
S.I.R. (Self-Insured Retention):	\$	%
<b>Grand Total:</b>	\$	%

**Other Items**

Insurance Carrier/Rating: \_\_\_\_\_

Type Policy Form:    Claims Made ( \_\_\_ )    Occurrence ( \_\_\_ )

Choice of Council Endorsement:            Yes ( \_\_\_ )            No ( \_\_\_ )

- 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 agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Proposal.
- Respondent understand and agree to be bound by the conditions contained in this Solicitation and shall conform with all the requirements.



**NARRATIVE DESCRIPTION  
PROPOSAL SUBMITTAL CHECKLIST**

**EXCESS WORKERS' COMPENSATION  
INSURANCE COVERAGE SERVICES  
RFP 51-13-14**

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each Proposal. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily 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: \_\_\_\_\_

Each item listed below should immediately follow this checklist, in said order:

No.	Minimum Requirements	Checklist
1.)	State of Florida active Sunbiz Report	<input type="checkbox"/>
2.)	Professional Licenses/Certifications (2-20 Property and Casualty License)	<input type="checkbox"/>
3.)	Company Rating	<input type="checkbox"/>
4.)	References (City Form A-14)	<input type="checkbox"/>
Narrative Description		
5.)	Experience of the firm in providing Public Official Liability Insurance	<input type="checkbox"/>
6.)	Experience of staff and qualifications that will be assigned to this account	<input type="checkbox"/>
7.)	Methodology & Approach of Service	<input type="checkbox"/>

<b>FOR PURCHASING OFFICE USE ONLY</b>		
<input type="checkbox"/> Complete	<input type="checkbox"/> Incomplete	<input type="checkbox"/> Other: _____
Comment: _____		



**CITY FORMS CHECKLIST**

**EXCESS WORKERS' COMPENSATION  
INSURANCE COVERAGE SERVICES  
RFP 51-13-14**

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

Each item listed below should immediately follow this checklist, in said order:

No.	City Contract Forms	Checklist
1.)	A-1 Public Entity Crimes Affidavit	<input type="checkbox"/>
2.)	A-2 Non- Collusive Proposal Certificate	<input type="checkbox"/>
3.)	A-3 Local Preference Affidavit <i>(optional)</i>	<input type="checkbox"/>
4.)	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	<input type="checkbox"/>
5.)	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	<input type="checkbox"/>
6.)	A-7 Insurance Requirements	<input type="checkbox"/>

All of the City's Forms can be found on our website at: <http://www.northmiamifl.gov/departments/purchasing/forms.aspx>. These forms are fill –in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

<b>FOR PURCHASING OFFICE USE ONLY</b>		
<input type="checkbox"/> Complete	<input type="checkbox"/> Incomplete	<input type="checkbox"/> Other: _____
Comment: _____		