MIAMIBEACH

REQUEST FOR PROPOSALS (RFP)

Risk Management and Claims Software System

2020-056-WG

DRAFT

RFP ISSUANCE DATE: FEBRUARY 13, 2020

PROPOSALS DUE: MARCH 24, 2020 @ 3:00 PM EST

ISSUED BY:

MIAMIBEACH

William Garviso, Procurement Contracting Officer II
PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139
305.673.7000 x 26650 | **WilliamGarviso**@miamibeachfl.gov | www.miamibeachfl.gov

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SECTION 0100   INSTRUCTIONS TO PROPOSERS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFP results in an award.

Prospective Proposers that have obtained this solicitation in any manner other than via *Bidsync* (www.Bidsync.com) are advised that the City utilizes *Bidsync* (www.Bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any Prospective Proposer who has received this RFP by any means other than through *Bidsync* must register immediately with *Bidsync* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE.
The Human Resources/Risk Management Division ("RMD") is responsible for directing and coordinating the Risk Management Program for the City of Miami Beach (CMB) which consists of various components, including the following:
  a. management of the CMB's insurance program;
  b. management of third-party claims made against the CMB; and
  c. identifying and assisting in the implementation of policies and procedures designed to reduce the exposure of the CMB operations to risk

The Risk Management Division has identified the need to procure and implement a professional, commercially available Risk Management and Information System (RMIS). The RMIS platform should provide an overall solution for managing incidents, property and casualty insurance claims, insurance certificates, policy management, asset tracking, and cost of risk exposure analysis.

This system will be used to replace the existing RiskMaster Insurance Risk Management and Claims Software. It is expected that the successful vendor will migrate the current information in the RMIS platform.

3. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	February 13, 2020
Pre-Proposal Meeting	February 27, 2020 @ 10:00AM EST
Deadline for Receipt of Questions	March 16, 2020 @5:00PM EST
Responses Due	March 24, 2020 @ 3:00PM EST
Evaluation Committee Review	TBD
Proposer Presentations	TBD (If Applicable)
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:	Telephone:	Email:
William Garviso, CPPB	305 673-7000 #26650	WilliamGarviso@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFP Timetable section above at the following address:

> **City of Miami Beach**
> **Procurement Department**
> **Conference Room**
> **1755 Meridian Avenue, 3rd Floor**
> **Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
(2) Enter the MEETING NUMBER: 9415468

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Bidsync*. Any prospective proposer who has received this RFP by any means other than through *Bidsync* must register immediately with *Bidsync* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

7. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

> (1) The ability, capacity and skill of the Proposer to perform the contract.

(2) Whether the Proposer can perform the contract within the time specified, without delay or interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

8. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

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SECTION 0200 GENERAL CONDITIONS

1. TERMS & CONDITIONS – GENERAL SERVICES – TYPE 1. By virtue of submitting a bid or proposal in response to this solicitation, bidder agrees to be bound by and in compliance with the Terms and Conditions for General Services – Type 1 (dated March 15, 2019), incorporated herein, which may be found at the following link:

https://www.miamibeachfl.gov/wp-content/uploads/2019/03/Terms-Conditions-Services-General.pdf

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<u>**SECTION 0300**</u>   **PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT**

1. SEALED PROPOSALS. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Phase I Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. NON-RESPONSIVENESS. Failure to comply with the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.
       1. Failure to submit a signed copy of Appendix A1.

4. OMITTED OR ADDITIONAL INFORMATION. With exception of the Proposal Certification Form (Appendix A-1) and the Cost/Revenue Proposal, if applicable, the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

5. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references.

6. FINANCIAL CAPACITY. Within three (3) business days of request by the City, each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

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TAB 1	Cover Letter

1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Proposal Certification Form (Appendix A-1). Failure to submit the Proposal Certification Form <u>with the Proposal</u> shall result in Proposal being <u>deemed non-responsive</u>.

1.3 Questionnaire & Requirements Affidavit (Appendix A-2).

TAB 2	Experience & Qualifications

2.1 Qualifications of Proposing Firm. Provide evidence that the proposed solution is an established, proven system that is designed specifically to meet the needs defined herein and has been used successfully by public sector agencies in the USA, with an emphasis on municipalities. For each system that the Proposer submits as evidence of experience for the firm and/or any principal, the following is required: project description, system furnished & implemented, agency name, agency contact, contact telephone & email. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein, including but not limited to system development, installation, implementation, and support of the RMIS product and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each team member to be assigned to this contract.

TAB 3	System Capabilities

Submit detailed information addressing how proposed solution will achieve each portion of the scope of services and technical requirements outlined in Appendix C, Scope of Work and Specifications including but not limited to its proposed RMIS platform application; technical information, project planning and implementation, training and maintenance/support information information and training.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed product.

TAB 4	Cost Proposal (SUBMIT IN A SEPARATE ENVELOPE)

a. Pricing: Provide complete, detailed pricing on all aspects of the project. Prices should be provided on the following, at a minimum:

- License(s) – Indicate whether licensing is based on site licenses, concurrent users, or named users or combinations thereof. Provide relevant firm pricing. If applicable, indicate the next level of pricing if the number of users is increased.

- Support/Maintenance – Indicate first year and ongoing (years 2-5, post warranty) support/maintenance costs. Define whether these costs are fixed or based on a percentage of licensing costs. Indicate which services are included and which are optional. Indicate when support/maintenance costs are due in relation to "go-live" and when they become effective.

- Costs per Project Phases – Provide a lump sum price for integration, data conversion, and implementation. Provide details of anticipated effort and time required.

- Other Optional Services – Provide an hourly/daily rate as well as an estimate of the amount of time required to provide each of the following services:
  - Customization of system
  - Additional training sessions, if required
  - Any other potential costs not included in the above

Quantitative factors shall not be considered by the Evaluation Committee. Quantitative factors will be considered by the City Manager in preparing his recommendation to the City Commission. In considering quantitative factors, the City Manager may also consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Sub-section 4 below.

SECTION 0400   PROPOSAL EVALUATION

1. EVALUATION OF PROPOSALS. All responsive proposals will be evaluated in accordance with this section. If more than one proposal is received, the City Manager may appoint an Evaluation Committee to consider and provide feedback on the qualitative factors of each proposal. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. In the evaluation of proposals, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. Failure to provide the requested information within the time prescribed may result in the disqualification of proposal.

2. QUALITATIVE FACTORS (QUALIFICATIONS, SCOPE AND SYSTEM CAPABILITIES) & VETERAN'S PREFERENCE. The Evaluation Committee shall only consider qualitative factors. The Evaluation Committee shall not consider quantitative factors (e.g., cost) in its review of proposals. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Sub-section 3 below. In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the following criteria. The Procurement Department will assign points for Veteran's Preference, pursuant to Ordinance No. 2011-3748, as applicable.

Qualitative Criteria	Maximum Points
Experience and Qualifications	50
System Capabilities	50
TOTAL AVAILABLE POINTS for Qualitative Criteria	**100**
Veteran's Preference Points	5
TOTAL AVAILABLE POINTS for Qualitative and Veteran's Preference Criteria	**105**

3. QUANTITATIVE FACTORS. Quantitative factors shall not be considered by the Evaluation Committee. Quantitative factors will be considered by the City Manager in preparing his recommendation to the City Commission. In considering quantitative factors, the City Manager may also consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Sub-section 4 below.

4. DETERMINATION OF AWARD. The City Manager shall consider qualitative and quantitative factors, in accordance with Sub-section 2 and 3 above, to recommend the proposer(s) he deems to be in the best interest of the City, or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results of the Evaluation Committee process, if applicable, and shall take into consideration Miami Beach City Code Section 2-369, including the following considerations:

(1) The ability, capacity and skill of the Proposer to perform the contract.

(2) Whether the Proposer can perform the contract within the time specified, without delay or interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposer(s) which it deems to be in the best interest of the City, or it may also reject all Proposals.

5. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer(s). Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

APPENDIX A
APPENDIX A1 - PROPOSAL CERTIFICATION FORM
APPENDIX A2 - QUESTIONNAIRE AND REQUIREMENTS AFFIDAVIT FORM

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Proposal Certification, Questionnaire & Requirements Affidavit

2020-056-WG
Risk Management and Claims Software System

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX A1 - PROPOSAL CERTIFICATION FORM

This document is a REQUIRED FORM that must be submitted fully completed and executed.

FAILURE TO SUBMIT THE PROPOSAL CERTIFICATION FORM WITH ITS PROPOSAL SHALL RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.

Solicitation No: 2020-056-WG	Solicitation Title: Risk Management and Claims Software System	
Procurement Contact: William Garviso, CPPB	Tel: 305-673-7490	Procurement Contact: WilliamGarviso@miamibeachfl.gov

PROPOSER'S NAME:		
NO. OF YEARS IN BUSINESS:	NO. OF YEARS IN BUSINESS LOCALLY:	NO. OF EMPLOYEES:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

Except as stipulated in General Condition 36, Proposer agrees: to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all specifications, attachments, exhibits and appendices and the contents of any Addenda released hereto; to be bound, at a minimum, to any and all specifications, terms and conditions contained herein or Addenda; that the Proposer has not divulged, discussed, or compared the proposal with other Proposals and has not colluded with any other proposer or party to any other proposal; that proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; that all responses, data and information contained in the proposal are true and accurate.

Name of Proposer 's Authorized Representative:	Title of Proposer 's Authorized Representative:
Signature of Proposer 's Authorized Representative:	Date:

APPENDIX A2 - QUESTIONNAIRE AND REQUIREMENTS AFFIDAVIT FORM

The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. Attach any requested information.

Name of Proposer 's Authorized Representative:	Title of Proposer 's Authorized Representative:
Signature of Proposer 's Authorized Representative:	Date:

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
   ☐ YES   ☐ NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall attach at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?
   ☐ YES   ☐ NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

   SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall attach its Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/

7. **Living Wage.** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:

1. Effective January 1, 2020, covered employees must be paid a living wage rate of no less than $11.78 per hour with health care benefits of at least $3.22 per hour, or a living wage rate of no less than$15.00 per hour without health care benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/

Any payroll request made by the City during the contract term shall be completed electronically via the City's electronic compliance portal, LCP Tracker (LCPTracker.net).

SUBMITTAL REQUIREMENT: Indicate below that Proposer agrees to the living wage requirement. Failure to agree shall result in proposal disqualification.

☐ YES   ☐ NO

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over $100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ YES   ☐ NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

☐ YES   ☐ NO

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit

proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: Proposer agrees to the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity. Failure to agree shall result in proposal disqualification.

☐ YES ☐ NO

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, Bidsync.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

APPENDIX B

MIAMIBEACH

"No Bid" Form

2020-056-WG
Risk Management and Claims Software System

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

> Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

<u>Statement of No Bid</u>

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

___ Workload does not allow us to proposal

___ Insufficient time to respond

___ Specifications unclear or too restrictive

___ Unable to meet specifications

___ Unable to meet service requirements

___ Unable to meet insurance requirements

___ Do not offer this product/service

___ OTHER. (Please specify)

_____

_____

_____

We do ___ do not ___ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature:_____

Title:_____

Legal Company Name:_____

Note: Failure to respond, either by submitting a proposal <u>or</u> this completed form, may result in your company being removed from our vendors list.

<u>PLEASE RETURN TO:</u>
CITY OF MIAMI BEACH
DEPT. OF PROCUREMENT MANAGEMENT
ATTN: William Garviso, CPPB
PROPOSAL #**2020-056-WG**
1755 Meridian Avenue
MIAMI BEACH, FL 33139

APPENDIX C

MIAMIBEACH

Scope of Work & Specifications

2020-056-WG
Risk Management and Claims
Software System

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Scope of Work. Provide services deigned to support the Human Resources/Risk Management Division ("RMD") responsible for directing and coordinating the Risk Management Program for the City of Miami Beach (CMB) which consists of various components, including the following:

1. Risk Management Division Responsibility Components.
    a. Management of the CMB's insurance program
    b. Management of third-party claims made against the CMB
    c. Identifying and assisting in the implementation of policies and procedures designed to reduce the exposure of the CMB operations to risk
2. RMD has identified the need to procure and implement a professional, commercially available Risk Management and Information System (RMIS).
3. The RMIS platform should provide an overall solution for managing incidents, property and casualty insurance claims, insurance certificates, policy management, asset tracking, and cost of risk exposure analysis. The RMIS platform should also include bi-weekly migration of data from a third-party Administrator for Workers' Compensation as well as vehicle data from Faster Fleet Software.
4. The system needs to be intuitive and efficient, simplifying daily tasks, with the ability to meet the growing needs of the CMB.
5. The RMIS will be designed to reduce the CMB's cost of risk by:
    a. Providing ways to document, store, retrieve, and quickly manipulate claims data, track incident reports, analyze risks and exposures, and other insurance and risk management related information
    b. Minimizing the number of automated and manual systems currently in place in order to streamline processing, reduce redundant data entry, and maintain data integrity
6. It is expected there will be three Administrative Users of the RMIS platform, as indicated below, and it is possible all users will require access to the system at the same time:
    a. Claims Coordinator
    b. HR/Risk Specialist
    c. Risk Management Analyst
7. This system will be used to replace the existing Risk Master product. It is expected that the successful vendor will migrate the current information in the RMIS platform. The CMB intends to capture claims detail going back approximately 20 years.
8. The system will not, at this time, be integrated with the City Accounting System. RMIS will cut checks.
9. Current Transaction Volumes (approximate):
    a. 20 property/casualty insurance policy lines
    b. 500 property/casualty incidents reported per year from various individuals in various departments
    c. 450-500 new property/casualty claim files are opened per year arising from the incidents
    d. 4000 active property/casualty claims files to be migrated consisting of both, open and closed claims (spreadsheets and supporting hardcopy documents)
    e. 4000 of closed claim files to be migrated (spreadsheets only)
    f. 750 files for subrogation to be migrated via spreadsheet

10. The lines of business (LOB) to be adjudicated are listed below. The approximate number of claims per each LOB are indicated below as well (data from 9/30/2019). There are two

individuals who are responsible for making the payments and adjudicating the claims.
a. Auto Liability – 42 Claims
b. Employment Liability – 16 Claims
c. General Liability – 197 Claims
d. Police Liability – 10 Claims
e. Public Official Liability – 10 Claims

C2. Specifications
1.   RMIS Platform Application Information:
a. Overview: Provide a detailed description of the system being proposed and its functionality. Include information regarding enhancements or additional modules expected to be available within the next year. What is your level of commitment to continuous system improvements (upgrades), expansion of system capabilities and providing client support?
b. History: Provide a history of the development of the system application(s) you are proposing, the current version, and number of major upgrades.
c. Functional Requirements: For each of the system functionalities and requirements indicated in Section IV – System Functionalities and Requirements, indicate whether your system is compliant.
   •   If you have indicated "No" to any requirement, provide a brief description as to why and how your solution deviates from the requirements.

2.   Technical Information:
a. Technical Specifications: Provide a complete description of any client-side technical specifications and/or hosting requirements for the RMIS platform proposed.
   •   If a non-hosted solution, provide detailed infrastructure requirements and architectural design.
b. Integrations: Indicate, in detail, the level of integration of your product with existing systems and applications.
c. Third Party Software: Identify any third-party software required to provide the functionality required by the CMB.
d. Authentication Integration: CMB is looking for Active Directory integration, single sign-on, OAUTH, OpenID Direct, SAML, Azure AD integration, etc.

3.   Project Planning and Implementation Information:
a. Project Plan: Provide a complete sample plan for this project. Include your firm's approach to project management, implementation, migration, and training issues. Describe the implementation strategy that would be employed to successfully complete the project as well   as meet the requirements of the CMB within the required timeline.
b. Project Schedule: Include a sample project schedule based on the above project plan. Indicate the significant "milestones" in a project of this nature and magnitude.

4.   Training Information:
a. Training: Describe the training program approach for the CMB. Include Administrator, Power User, and Full User roles.
b. Training Tools: Describe all training manuals and formats available. Describe other methods or training available to CMB users.

5. Maintenance/Support Information:
   a. Upgrades: Describe the levels and types of ongoing system support and maintenance provided by your firm. Specify the current version of your system, next major upgrade, how often the system is upgraded, and how the upgrades are accomplished.
   b. Support: Indicate how support would be provided to our location (hotline telephone support, email, on-site, helpdesk, etc.). Describe the support escalation process should initial methods of support not adequately address the issue(s).

6. System Acceptance and Payments

   a. The vendor shall perform testing to fulfill the CMB functional requirements and make the necessary adjustments, as required, until the system is fully functional to the satisfaction of the City of Miami Beach.
   b. Payments shall be made in accordance to completed project milestones as mutually agreed upon.

7. Pricing Information:
   a. Pricing: Provide complete, detailed pricing on all aspects of the project. Prices should be provided on the following, at a minimum:
      • License(s) – Indicate whether licensing is based on site licenses, concurrent users, or named users or combinations thereof. Provide relevant firm pricing. If applicable, indicate the next level of pricing if the number of users is increased.
      • Support/Maintenance – Indicate first year and ongoing (years 2-5, post warranty) support/maintenance costs. Define whether these costs are fixed or based on a percentage of licensing costs. Indicate which services are included and which are optional. Indicate when support/maintenance costs are due in relation to "go-live" and when they become effective.
      • Costs per Project Phases – Provide a lump sum price for integration, data conversion, and implementation. Provide details of anticipated effort and time required.
      • Other Optional Services – Provide an hourly/daily rate as well as an estimate of the amount of time required to provide each of the following services:
         ▫ Customization of system
         ▫ Additional training sessions, if required
         ▫ Any other potential costs not included in the above

APPENDIX D

MIAMIBEACH

Special Conditions

2020-056-WG
Risk Management and Claims Software System

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. TERM OF CONTRACT. The original term of the contract shall be five (5) years from the acceptance of the product install.

2. OPTIONS TO RENEW. The City Manager may approve (5) additional one-year renewal periods, on a year to year basis.

3. PRICES. Not Applicable.

4. EXAMINATION OF FACILITIES. Not Applicable.

5. INDEMNIFICATION. Provider 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 this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider 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. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider 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.

6. PERFORMANCE BOND. Not Applicable.

7. REQUIRED CERTIFICATIONS. Not Applicable.

8. SHIPPING TERMS. Not Applicable.

9. DELIVERY REQUIREMENTS. Not Applicable.

10. WARRANTY REQUIREMENTS. Not Applicable.

11. BACKGROUND CHECKS. Not Applicable.

12. COMPETITIVE SPECIFICATIONS. It is the goal of the City to maximize competition for the project among suppliers & contractors. Consultant shall endeavor to prepare all documents, plans & specifications that are in accordance with this goal. Under no condition shall Consultant include means & methods or product specifications that are considered "sole source" or restricted without prior written approval of the City.

13. CHANGE OF PROJECT MANAGER. A change in the Consultant's project manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who in this case shall be an Assistant City Manager). Replacement (including reassignment) of an approved project manager or public information officer shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).

14. SUB-CONSULTANTS. The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.

15. NEGOTIATIONS. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer (s) will take place to arrive at a mutually acceptable Agreement, including final scope of services, deliverables and cost of services.

APPENDIX E

MIAMIBEACH

System Functionality and Requirements Checklist Form

2020-056-WG
Risk Management and Claims Software System

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Section IV – System Functionality and Requirements

The successful proponent, if any, is to meet or exceed the following requirements:

REQUIREMENT	INDICATE COMPLIANCE Yes / No	SUPPORTING DOCUMENTS OR DETAILS (as applicable)
1. Established Proven System		
a. Provide evidence that the proposed solution is an established proven system that is designed specifically for the Claims and Risk Management application and used successfully in the USA (municipalities preferred) of same/ similar application as the City of Miami Beach.		
2. System Requirements		
a. Secure, intuitive, flexible, stable, and reliable ability to add multiple users for full operational and/or administrative access. b. Ability to set various levels of internal security rules. c. Ability to give outside adjuster (i.e. third-party Administrator) access to a specific claim only. d. Ability to send e-mails within the proposed system. e. Ability to have multiple claims arising from and connected to one incident.		

3. Reporting		
a. Provisions for a range of pre-set dashboard reports on claims, premiums, and loss ratios. b. Flexibility to create ad hoc reports including built in report writing tools, i.e. Crystal Reports, SQL Service Reporting Services (SSRS) or similar. c. Schedule and automatically send internal reports. d. Reports containing Historical Data with any specified "as of date". e. Automatically generate pre-populated letters to claimants (i.e. acknowledgement letters). f. Reports are to be available in a variety of chart and graph forms. g. Reports should be in real-time.		
4. Users and Licensing		
a. CMB needs the following: • Three users to have full access to all modules and capabilities • Two users to simply have access to the system b. The City Attorney's Office will need the ability to only view claims.		

5. Storage Capacity		
a. Perpetual storage of all documentation and uploads (i.e. scanned documents, pictures/videos, e-mails within corresponding claim files) until purged or archived.		
6. Advanced Search Capabilities		
a. Ability to search and find by calling on any populated field. b. Canned queries. c. User interface for constructing queries.		
7. Data Entry		
a. Claims data entry populates all required fields simultaneously to reduce data entry errors (i.e. street addresses, dates, etc.). - OR - Drop-down menu with pre-populated data sets (i.e. street addresses, locations, etc.) b. Data import by Excel or CSV. c. Ability to add user defined fields.		
8. Reserve and Payment Management		
a. Breakdown into loss types of expense payments. b. Automatically produces reserves when claim is opened. c. Ability to adjust reserves as needed.		

9. **Incident Reporting Component**		
a. Ability for an individual assigned a login (login is to protect the system from spamming at the very least, i.e. "I am not a robot") to enter an incident report both internally and externally via the web; see example of current manual form attached as ATTACHMENT A. b. Incident tracking by multiple factors including: • Address • Location • Property/asset • Department or resource • Date of incident • Date of claim		
10. **Property/Assets Manager Component**		
a. Ability to interface and import the CMB ARC GIS data in order to manage schedules of all property/assets by: • Description • Address • Location • Asset Number • Unit number b. Ability to connect property/assets to claims and policy files on the system.		

11. Browser Requirements		
a. Compatible with these five internet browsers: • Microsoft Edge • Firefox • Google Chrome • Safari • Internet Explorer b. Ability to be accessible by mobile device with reduced screen display. c. Must interface with third-party Administrator for Workers' Compensation (data/file migration on a bi-weekly basis with claims data only). d. Must interface with vehicle software (i.e. Faster Fleet) on a bi-weekly basis. e. Must interface with Munis.		
12. File Migration and Implementation		
a. Migration of all historical claims data from Risk Master. b. CMS-111 Medicare Queries and Reporting. c. ISO Claim Search / Fraud Indexing		

13. Service and Management		
a. Includes system training of a minimum of 120 in person hours (not including phone and/or online support). b. Training to ensure the assigned CMB staff is proficient in the following: • Administer user roles & privileges • Create forms & modules and how they relate to each other and interface with other systems • Workflow c. Phone and/or online support 24/7 for duration of contract. d. Includes all system patches and/or upgrades during the term of the license agreement.		

APPENDIX F

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Insurance Requirements

2020-056-WG
Risk Management and Claims Software System

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

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INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.

XXX 2. Comprehensive General Liability (occurrence form), limits of liability $ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).

XXX 3. Automobile Liability - $1,000,000 each occurrence - owned/non-owned/hired automobiles included.

_____ 4. Excess Liability - $_____.00 per occurrence to follow the primary coverages.

XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.

_____ 6. Other Insurance as indicated:

___ Builders Risk completed value	$_____.00
___ Liquor Liability	$_____.00
___ Fire Legal Liability	$_____.00
___ Protection and Indemnity	$_____.00
___ Employee Dishonesty Bond	$_____.00
___ Other	$_____.00

XXX 7. Thirty (30) days written cancellation notice required.

XXX 8. Best's guide rating B+:VI or better, latest edition.

XXX 9. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

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SAMPLE
Risk Management Property Damage Claim Form

2020-056-WG
Risk Management and Claims Software System

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Attachment A – Risk Management Property Damage Claim Form

MIAMIBEACH

HUMAN RESOURCES DEPARTMENT, RISK MANAGEMENT DIVISION

RISK MANAGEMENT PROPERTY DAMAGE CLAIM FORM

Today's Date: _____ Date of Loss: _____

Department: _____

Person Responsible for Property: _____

Location of Loss: _____

Cause of Loss: _____
(Fire, Theft, or Vandalism, etc.)
Description:

_____

_____

_____

_____

_____

(continue on a separate page if necessary)

Statement of how loss occurred: _____

Police/Fire Department Case #: _____ Serial Number: _____

Replacement Cost: _____ Person Reporting Claim: _____

Supervisor's Signature: _____

TO BE COMPLETED BY RISK MANAGEMENT
☐ Approved   ☐ Denied
Explanation: _____
Payment Authorized: _____   _____
Print name   Signature
Please attach and send purchase requisition form with budget code blank.

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