# Request for Qualifications (RFQ) 2023-009-WG Insurance Certificate Tracking System and Related Services

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#### SECTION 0100 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

**1. GENERAL**. This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit proposals for the City's consideration in evaluating qualifications to select a firm with whom it may negotiate an agreement for the purpose noted herein.

The City utilizes Periscope S2G (formally known as BidSync) (<a href="www.periscopeholdings.com">www.bidsync.com</a>) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any prospective Proposer who has received this RFQ by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal submitted.

**2. BACKGROUND.** On August 14, 2018, the City of Miami Beach ("City") executed a three (3) year agreement, with two (2), one (1) year renewal options, for the insurance certificate tracking system and related services with Exigis. The agreement is currently set to expire on August 13, 2023. In order to consider a replacement agreement, the City is seeking proposals from firms to provide insurance tracking and management system services.

Currently, the City reviews approximately 5,000 certificates of insurance per year and further utilizes a third-party insurance tracking and management firm to perform comprehensive certificate management, records maintenance, bond requirement management, and reporting to conform to the varying insurance requirements types, as determined by the Risk Division, in various contracts required of City departments.

<u>3. PURPOSE.</u> Through this RFQ, the City seeks proposals from well-qualified firms that can provide a web-hosted insurance tracking and management system and related services for certificate of insurance (COI) and bonding compliance monitoring. The City will consider qualifications in accordance with the submittal requirements included in Section 0300 and may negotiate an agreement with the firm deemed to be most qualified.

4. ANTICIPATED RFQ TIMETABLE. The tentative schedule for this solicitation is as follows:

RFQ Issued	February 2, 2023
Pre-Proposal Meeting	February 14, 2023 at 10:00 am ET
	Join on your computer or mobile app
	Click here to join the meeting
	Or call in (audio only)
	+1 786-636-1480 United States, Miami Phone Conference ID: 916 525 649#
Deadline for Receipt of Questions	February 28, 2023 at 5:00 pm ET
Deadilite for Necelpt of Questions	
Responses Due	March 9, 2023 at 3:00 pm ET
	Join on your computer or mobile app
	Click here to join the meeting
	Or call in (audio only)
	+1 786-636-1480 United States, Miami
	Phone Conference ID: 316 934 347#
Evaluation Committee Review	TBD
Tentative Commission Approval	TBD
Contract Negotiations	Following Commission Approval

<u>5. PROCUREMENT CONTACT.</u> Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact: Telephone: Email

William Garviso (305) 673-7490 William Garviso@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 Proposal 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 0100-5. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

**6. PRE-PROPOSAL MEETING OR SITE VISIT(S).** A pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting shall be via web conference and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

Join on your computer or mobile app

Click here to join the meeting
Or call in (audio only)
+1 786-636-1480 United States, Miami
Phone Conference ID: 916 525 649#

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

## 7. INTENTIONALLY OMITTED

- **8. 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 presubmittal 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 *Periscope S2G*. Any prospective proposer who has received this RFQ by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to assure it receives any addendum issued to this RFQ. 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 RFQ Timetable** section.
- <u>9. CONE OF SILENCE.</u> This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov
- 10. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

- 11. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.
- 12. DETERMINATION OF AWARD. The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the city manager. The city manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process 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 Manager 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 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.

- 13. 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.
- **14. E-VERIFY.** As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
- 15. PERISCOPE S2G (FORMERLY BIDSYNC). The Procurement Department utilizes Periscope S2G, Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government <a href="https://www.bidsync.com/Miami-Beach">www.bidsync.com/Miami-Beach</a>. Registration is easy and will only take a few minutes. For detailed instructions on how to register, complete vendor qualifications and submit electronic bids visit <a href="https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/">https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/</a>.

Should you have any questions regarding this system or registration, please visit the above link or contact Periscope S2G, Supplier-to-Government at <a href="mailto:support@bidsync.com">support@bidsync.com</a> or 800.990.9339, option 1, option 1.

16. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF SERVICE (VSS). In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self- Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The Vendor Self-Service (VSS) webpage (<a href="https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx">https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx</a>) will also provide you with purchase orders and payment information.

Should you have any questions and/or comments, do not hesitate to submit them to <a href="mailto:vendorsupport@miamibeachfl.gov">vendorsupport@miamibeachfl.gov</a>

17. SUPPLIER DIVERSITY. In an effort to increase the number and diversity of supplier options in the procurement of goods and services, the City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC) and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions <a href="https://example.com/here-number-of-commerce-number-of-comme

If your company is certified as an LGBT-owned business by NGLCC, or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems and it is important that you register for both.

Click to see acceptable certification and to register: <a href="https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/">https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/</a>.

16. BINDING CONTRACT. The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission, or as delegated by the City Commission. Said award shall constitute a binding Contract between the City and the awarded bidder(s). In case of default on the part of the successful bidder, after said award, the City may take such action as it deems appropriate, including legal action, for damages or specific performance. The Contract shall include the solicitation, any and all addenda issued by the City and the Bid Proposal submitted the by bidder. In any discrepancy between the documents, the order of preference shall be as follows: 1) Addendum in reverse order of release; 2) Solicitation; 3) Bid Proposal. In case of default on the part of the successful bidder, the City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

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## SECTION 0200 GENERAL CONDITIONS

**FORMAL SOLICITATIONS TERMS & CONDITIONS - GOODS AND SERVICES.** By virtue of submitting a proposal in response to this solicitation, proposer agrees to be bound by and in compliance with the Terms and Conditions for Services (version dated 10.27.2022), incorporated herein, which may be found at the following link:

https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/



#### SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

<u>1. ELECTRONIC RESPONSES (ONLY).</u> Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the bid.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Periscope S2G (formerly BidSync) prior to the proposal submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for proposal submittals.

- <u>2. NON-RESPONSIVENESS.</u> Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.
  - 1. Bid Submittal Questionnaire (submitted electronically).
- 3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically) with the bid and by the deadline for submittals shall render a proposal non-responsive. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically), 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.
- <u>4. ELECTRONIC PROPOSAL FORMAT.</u> 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. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in Periscope S2G.

#### TAB 1 Cover Letter, Table of Contents

**1.1 Cover Letter and Table of Contents.** The table of contents should indicate the tabs, sections with tabs and page numbers to facilitate the evaluation committee's review. The cover letter must be signed by a principal or agent able to bind the firm.

#### TAB 2 Experience and 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.

For each project that the Proposer submits as evidence of experience for the firm and/or any principal, the following is required: 1) project description, 2) application solution furnished & implemented, 3) agency name, 4) agency contact, 5) 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 software 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

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.

Submit detailed information on the proposed software product (3.1) and technical information (3.2):

#### 3.1 Software Application Product

- 3.1.1 Provide a detailed description of the system being proposed and its functionality.
- 3.1.2 Include information regarding enhancements or additional modules expected to be available within the next year, including a software refresh schedule.
- 3.1.3 What is your level of commitment to continuous system improvements (upgrades), expansion of system capabilities, and providing client support?
- 3.1.4 Describe user interface capabilities, including remote and mobile access.

#### 3.2 Technical Information of the Software Application

- 3.2.1 Provide a complete description of any client-side technical specifications and/or hosting requirements for the platform proposed. The web-hosted solution must contain an Azure Active Directory integration for city user's login and SSO experience.
- 3.2.2 Indicate, in detail, the level of integration of your product with existing systems and applications.
- 3.2.3 Identify any third-party software required to provide the functionality required by the City.
- 3.2.4 Describe user rights and administrative controls.

#### TAB 4 Approach and Methodology

Submit detailed information addressing how the proposed solution will achieve each portion of the scope of services and technical requirements outlined in Appendix A, Scope of Work and Specifications, including but not limited to project planning and implementation (4.1), training (4.2), and maintenance/support information (4.3):

#### 4.1 Project Planning and Implementation Information

- 4.1.1 Provide a complete sample project 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 City within the required timeline.
- 4.1.2 Include a sample project schedule based on the above project plan. Indicate the significant "milestones" in a project of this nature and magnitude.

#### 4.2 Training Information

- 4.2.1 Describe the training program approach for the City. Include Administrator, Power User, Read Only and Full User roles; including in-house training ("Live");.
- 4.2.2 Describe all training manuals and formats available. Describe other methods or training available to City users.

#### 4.3 Maintenance/Support/Warranty Information

- 4.3.1 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.
- 4.3.2 Indicate how support would be provided to our location (hotline telephone support, email, onsite, helpdesk, etc.). Describe the support escalation process should initial methods of support not adequately address the issue(s).
- 4.3.3 Describe software and services warranty coverage. Provide any available Service Level Agreement(s) ("SLA") for the City's consideration.

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#### SECTION 0400 PROPOSAL EVALUATION

- 1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions. City staff will assign points for the quantitative criteria. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.
  - a. 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 RFQ, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations.
  - b. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.
- **2. Qualitative Criteria.** Responsive proposals shall be evaluated by the Evaluation Committee in accordance with the following criteria.

Qualitative Criteria		Maximum Points
Experience and Qualifications		30
System Capabilities		35
Approach and Methodology		35
	TOTAL AVAILABLE STEP 1 POINTS	100

**3. Quantitative Criteria.** Following the results of the evaluation of the qualitative criteria by the Evaluation Committee, the Proposers may receive additional points, to be added by City staff, as follows.

Quantitative Criteria		Maximum Points
Veterans Preference		5
	TOTAL AVAILABLE STEP 2 POINTS	105

**4. Determination of Final Ranking.** The sum of qualitative and quantitative scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
	Qualitative Points	82	74	80
Committee	Quantitative Points	10	5	0
Member 1	Total	92	79	80
	Rank	1	3	2
	Qualitative Points	82	85	72
Committee	Quantitative Points	10	5	0
Member 2	Total	92	90	72
	Rank	1	2	3
	Qualitative Points	90	74	66
Committee	Quantitative Points	10	5	0
Member 2	Total	100	79	66
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

It is important to note that the results of the Evaluation Committee process do not represent an award recommendation. The City Manager will utilize the results of the committee process, as well as any other information he deems appropriate to develop his award recommendation to the City Commission, which may differ from the Evaluation Committee process ranking.

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# APPENDIX A

# MIAMIBEACH

# Scope of Work & Specifications

Request for Qualifications (RFQ) 2023-009-WG Insurance Certificate Tracking System and Related Services

> PROCUREMENT DEPARTMENT 1755 Meridian Avenue, 3<sup>rd</sup> Floor Miami Beach, Florida 33139

#### A1. Scope of Work.

The web-hosted insurance tracking and management system shall include the capability to input, upload, store, track, archive, manage, generate reports, and allow City staff independent visibility to review various certificates of insurance and bonding compliance of City contractors. The process of implementing the system shall be performed by the successful firm(s) and in coordination with City staff.

#### **Insurance Certificate Tracking and Certificate Management Requirements**

At a minimum, the following services, procedures, and system functionality shall be provided by the Contractor(s) to the City:

 Obtain COIs and/or bonds from City contractors, associated with a specific risk profile indicating the required coverage type(s) and coverage amounts necessary for contract performance (e.g., professional and consulting services, lease agreements, construction, management services, permits), by written contact with the vendor directly, and/or with the vendor's insurance agency.

Including but not limited to the following insurance types:

**Commercial General Lines** 

**Auto Liability** 

Workers Compensation and Exemption

Umbrella

Liquor Liability

Professional Liability also known as Errors and Omissions

Builder Risk

**Inland Marine** 

Property

Pollution

**Employment Liability** 

Crime

Cyber

Boat

Aircraft

Etc.

- 2. Monitor and address multiple lines of insurance coverage that the associated contract may require. For example, the City has a variety of good and services contracts that may require eight (8) or more insurance coverage types (e.g., commercial general liability, workers compensation, and professional liability) and one or more bonds (payment/performance bond, fidelity bonds). The COIs also require additional insured status for more than one party, primary language, waiver of subrogation, contractual liability, loss payee, and replacement cost of property coverage. From time to time the City may require additional insurance requirements be added at no additional cost.
- 3. Capability to edit, track and view deficiencies within a certificate of insurance (COI) individually.

- 4. Guarantee a 48-hour processing time for certificates of insurance to be entered into the system, reviewed for compliance with City requirements, and display compliance or any identified deficiencies.
- 5. The ability for City departments to individually track certificates of insurance and/or bonds by contract number, vendor name, contract type, and City department. The system shall also provide any and all outstanding insurance/bond deficiencies and a log of notifications sent to the insured and City staff. If the Contractor is unable to contact an insured due to incorrect contact information (e.g., undeliverable email, disconnected telephone line), a notification shall be sent to the applicable City department within the same business day, alerting to this fact.
- 6. The web-hosted solution must contain an Azure Active Directory integration for city users login and SSO experience.
- 7. Allow City via the proposed system to customize all correspondence to vendors, including renewal reminders, non-compliance notices, default notices, etc. at any time.
- 8. The vendor shall record all communication with City contractors (written and/or verbal) and make it available for City staff to view.
- 9. Enable the system to allow the City to initiate and communicate waiver(s) of insurance requirements, or exceptions to standard insurance requirements, as deemed necessary.
- 10. Provide a procedure for handling unmatched certificates (those certificates that cannot be readily paired with the contract information provided by the City). Unmatched certificates should be reported to the City within 48 hours from request.
- 11. The Contractor(s) shall provide the City with a weekly report of contracts with expiring insurance/bond policies within 15, 30, 45 and 60 days, as well as contracts with expired insurance/bond policies. Required reports shall include but not be limited to Vendor Compliance, Completed Items, Waived Items, Current Pending Items with reason. Etc.
  - Notify City vendors at least thirty (30) days prior to their insurance expiration. Provide a list to the City five (5) days prior to the expiration of those vendors that have not responded to the expiration notices.
- 12. Provide a self-service system to provide user ID's and passwords that each authorized City employee can utilize to access the web-based insurance certificate tracking system from any City device. These passwords must be limited in number but have the ability to provide different layers of viewing based on the authority roles of each user. The Contractor(s) shall provide a system feature allowing an automatic password to reset or provide a contact person who can reset passwords within 24 hours, and grant/remove access of City employees within 48 hours of request by the City.

- 13. Provide a system to store historical records (including contract numbers) on active and inactive contracts. The City routinely executes contracts that are in effect for up to five (5) years or more.
- 14. Develop an implementation planning and training phase to successfully prepare and launch the project and assist City staff in accomplishing an effective "go-live" date at no additional cost to the City.
- 15. Provide on-demand web-based tutorials, instructions, and technical support, at no additional charge to the City.
- 16. Provide at a minimum once per year virtual post-implementation, training for City users.
- 17. Provide data conversion and/or manual entry of contractors from the current insurance certificate tracking system into the replacement insurance tracking system. Provide data conversion plan and time period for completion.
- 18. Provide a full-service system capability to remove duplicate contractor(s) records discovered in City-provided data.
- 19. Provide the City with access to web-based services to track, store, and manage an unlimited amount of certificates of insurance and/or bonds that can be accessed, viewed, and analyzed as needed by the City.
- 20. Provide standardized correspondence letters that City staff can access from the web-based program to distribute to vendor(s) on an as-needed basis.
- 21. User accessibility shall be granted according to the established City workplace hierarchy and shall be determined upon system implementation. User accessibility must be adjusted as staff changes occur and upon notification by the City of such changes.
- 22. Retain all insurance documents and correspondences that have reached the end of the contract year retention period. The documents must be made available to the City in an electronic file prior to contract termination or as requested by the City as needed.
- 23. At the beginning and at end of the contract term, the Vendor must provide a method to import or export data in an Excel or CSV format from the previous or from the future incumbent to City.
- 24. The City reserves the right to modify its current insurance types (Para. 1 above) as necessary throughout the contract term. The Vendor must be able to modify the insurance types established in the contract upon implementation by the City.
- 25. Provide a dedicated account representative to respond to telephone, voicemail, and email inquiries from the City within 24 hours of receipt, Monday through Friday, Eastern Standard Time, or no later than the next business day if received on a weekend or holiday. Requests to make an evaluation compliant need to be addressed within 48 hours in the system. A waiver

- requested by Risk shall be addressed within 24 hours. A request to create a new type shall be completed within 72 days.
- 26. If available, provide a software interface between the insurance certificate tracking system and the City's Enterprise Resource Planning (ERP) system(s).

#### **Special Conditions.**

- 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 additional renewal periods, to be negotiated with the successful proposer.
- 3. 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).
- 4. NEGOTIATIONS. Upon approval of selection by the City Commission, negotiations between the City and the selected Consultant will take place to arrive at a mutually acceptable Agreement, including final scope of services, deliverables and cost of services.

# APPENDIX B

# MIAMIBEACH

# INSURANCE REQUIREMENTS

Request for Qualifications (RFQ) 2023-009-WG Insurance Certificate Tracking System and Related Services

> PROCUREMENT DEPARTMENT 1755 Meridian Avenue, 3<sup>rd</sup> Floor Miami Beach, Florida 33139

#### **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.

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Professional Liability (Errors & Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$3,000,000.
- C. Cyber Liability in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City of Miami Beach that will be in the care, custody, or control of the vendor.

**Additional Insured** - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

**Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

**Waiver of Subrogation** – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

**Acceptability of Insurers** – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

**Verification of Coverage** – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work

commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

#### **CERTIFICATE HOLDER MUST READ:**

City of Miami Beach c/o Exigis Insurance Compliant Services P.O. Box 947 Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

**Special Risks or Circumstances -** The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.