REQUEST FOR PROPOSAL

Third Party Administrator for Workers' Compensation Claims

RFP No. 05-14-15

PRE-SOLICITATION CONFERENCE
NOT-APPLICABLE

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
FRIDAY, DECEMBER 19, 2014 AT 3:00 P.M. (LOCAL TIME)

RESPONSE SUBMISSION DATE AND TIME
TUESDAY, JANUARY 06, 2015 AT 3:00 P.M. (LOCAL TIME)

AT

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

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

Copies of this Solicitation Document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 05-14-15**

Contact Person: Dejenaba Wedemier, Purchasing Agent
Email: dwedemier@northmiamifl.gov Phone: (305) 895-9886 I Fax: (305) 895-1015

The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Proposals from qualified and experienced Workers' Compensation Third Party Administrators (TPA) to service the City's self-insured workers' compensation claims in accordance with Chapter 440, Florida Statutes (2014), applicable Rules of the Florida Administrative Code , applicable City Codes, City Administrative Regulations, Resolutions, and Collective Bargaining Agreements. Services provided by the successful proposer will also include administration of indemnity, medical payments and other services usual and customary to workers' compensation claims administration.

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

"IMPORTANT, SOLICITATION ENCLOSED"

Workers' Compensation
Third Party Administration Services
RFP No. 05-14-15

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

Event	Date	Time
Advertisement Date:	Friday, December 05, 2014	
Non-Mandatory Pre-Solicitation Conference:	Not-Applicable	
Last Date for Receipt of Written Questions:	Friday, December 19, 2014	3:00pm
Opening of Solicitation:	Tuesday, January 06, 2015	3:00pm
City Council Contract Approval Date:	To Be Determined	

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

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

ACCEPTANCE AND REJECTIONS

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

We look forward to your active participation in this Solicitation.

Sincerely,
Dejenaba Wedemier,
Purchasing Agent

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

http://www.northmiamifl.gov/business/purchasing/forms.asp.

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Attachment B Claims Volume Break Down

Note: City of North Miami's Financial Report is available for review online at: www.northmiamifl.gov, City Hall, Finance

SECTION 1.0
INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) "City" means the City of North Miami.

b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Contractor.

c) **"Contractor"** means the Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation.

d) "Department" means a department of the City of North Miami.

e) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.

f) "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this RFP.

g) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work or Services to be performed by the Contractor under Contract.

h) "Solicitation" means this Request for Proposal (RFP) document, and all associated addenda and attachments.

i) "Subcontractors" or "Subconsultant" to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, equipment, services, and materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.

j) "Work" or "Services" means the provision of– Workers' Compensation Third Party Claims Administration Services for the City's partially self-insured Workers' Compensation Program.

1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit*, **(Form "A-1")** attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMANATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed Subconsultants or Subcontractors are hereby placed on notice that they are prohibited from

contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Manager or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

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

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

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

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

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

1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12 PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the city at the time of filing the formal written protest with the city at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13 CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by

appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the city determines to be fair, competitive and reasonable.

1.14 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.16 RESPONSE SUBMISSION AND OPENING

All response shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

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

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

(1) When such rejection is in the interests of the City;

(2) If such Proposal is deemed non-responsive;

(3) If the Respondent is deemed non-responsible; or

(4) If the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

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

1.22 REVIEW OF PROPOSAL FOR RESPONSIVE

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

1.23 CITY COUNCIL REVIEW

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

1.24 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.25 CONTRACT AWARD

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

Prior to Contract award, the Contractor shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.26 PROPOSAL SUBMITTAL/ADDENDUMS

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

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

1.27 NON-RESPONSIVE PROPOSALS

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.28 CONE OF SILENCE

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

The ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

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

1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION

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

1.31 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.32 PROPRIETARY/ CONFIDENTIAL INFORMATION

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

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

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall Respondent in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the Solicitation. A local business shall be defined as:

a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or

b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the Solicitation for supplies or services; or

c) The local preference may be applied to Respondents that subcontract at least ten percent (10%) of the contractual amount of a City project to Subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

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

1.34 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.35 COMMUNITY BENEFITS PLAN

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

The Contractor will be required to document their experience and track record in delivering to a

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

1.36 MODIFICATIONS OF PROPOSAL

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

1.37 TRUTH IN NEGOTIATION STATEMENT

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

1.38 REVIEW OF SOLICITATIONS

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

1.39 LATE SUBMISSIONS

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

1.40 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.41 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.42 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or Respondents providing professional Services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.43 CONTRACTOR OBLIGATIONS

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

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

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE /BACKGROUND

The City of North Miami is seeking a qualified Third Party Administrator (TPA) to provide claims adjusting and related TPA services to the Risk Management Division for its partially self-insured Workers' Compensation Program. Successful Proposer shall administer the program in accordance with the provisions of Chapter 440 of the Florida Statutes (2014), as amended from time to time, applicable Rules of the Florida Administrative Code, Collective Bargaining Agreements, and within the City's Ordinances, Resolutions, Administrative Regulations, protocols and procedures. The City is desirous of achieving savings through aggressive bill and utilization review, medical and Prescription Benefit Management (PBM).

The City has been partially self-insuring its Workers' Compensation program for over thirty years. Claims are currently administered by Opta Comp whose head office is located in Jacksonville, Florida. The City purchases Excess Workers' Compensation Insurance with a self-insured retention of $500,000 (FY15) for workers' compensation and for third party liability claims. The current program is focused on achieving the best medical outcomes for injured workers at the most reasonable cost. To accomplish this, efforts have been initiated and are on-going to partner with the best medical providers in the local community. The current program utilizes a traditional telephonic nurse for medical case management and a full time adjuster, both located off site. The City is always amenable to the use of field case management for the more complex claims.

The City of North Miami is committed to treating its injured employees with understanding, care and respect. Furthermore, we are committed to providing our injured employees with high quality medical care through immediate access to the best medical professionals in the community. This is a goal that we strive continually to improve. The City is also focused on returning employees back to work promptly when they are medically cleared. As such, communication between the City and its TPA plays an integral part in the efficient functioning of the City's strongly advocated return to work program.

2.2 PRE-SOLICITATION CONFERENCE

Intentionally Omitted

2.3 TERM OF CONTRACT

A Contract will commence on **March 1, 2015**, succeeding the approval of the Contract by the City Council, unless otherwise stipulated in the Notice of Award letter, which is distributed by the City's Purchasing Department and contingent upon the completion and submittal of all required Solicitation documents.

The initial term of the Contract shall be for three (3) years with the option to extend as stated in paragraph 2.4. The Contract shall remain in effect through the entirety of the initial term, unless otherwise terminated earlier by the City. In the event Services are

scheduled to end because of the expiration of the Contract, the Contractor shall continue Services with the written consent of the City.

2.4 OPTION TO RENEW

Following the initial term, the City reserves the right to renew the Contract with comparable pricing, similar terms, and conditions, for an additional two (2) successive one-year terms. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

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

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

2.5 METHOD OF AWARD

See Section 4 for method of evaluation and award

2.6 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Respondent must demonstrate that it, has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.6.1 Respondent shall be licensed to conduct business in the State of Florida, submit Sunbiz report showing company registered as active.

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

- A current and valid certification from the State of Florida that it is authorized pursuant to Rule Chapter 69L-5, FAC, as a Qualified Servicing Entity.

- **All applicable Adjuster License 520 or 620 All-lines adjusting license, 220 agent's license or 224 adjusting license.** A copy of the license(s) and proof of active status and good standing with the State of Florida is required.

- **Registered Nurse (RN) with any of the following designations: CCM, CDMS or COHN/CRRN.** A copy of the nursing license and any of these professional designations will be required, along with proof of active status and good standing with the State of Florida is required.

  License/Designation acronyms: Registered Nurse (RN), Certified Case Manager (CCM), Certified Disability Management Specialist (CDMS),

Certified Occupational Health Nurse (COHN), Certified Rehabilitation Nurse (CRRN)

2.6.3 References: At a minimum, Respondent must provide at least three (3) references of business clients and/or governmental agencies to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.

2.7 INSURANCE AND INDEMNIFICATION

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

2.7.1 COMMERCIAL GENERAL LIABILITY

Minimum limit of $1 Million per occurrence for bodily injury and property damage; this coverage shall also include personal, advertising injury and medical expense.

2.7.2 PROFESSIONAL LIABILITY (Errors and Omissions)

Minimum limit of $1 Million covering any errors or omissions of the Contractor in the performance of professional Services; the Self Insured Retention shall not exceed $25,000. If the self-insured retention (SIR) or deductible exceeds $25**,**000, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. Policies written on a "Claims-Made" basis shall include a Retroactive Date equal to or preceding the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, Contractor shall purchase a SERP with a minimum reporting period of not less than three (3) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

2.7.3 COMMERCIAL AUTOMOBILE LIABILITY

Minimum limit of $1 Million, covering any auto including owned, non-owned, hired or leased. In the event Contractor owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing Contractor to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, Contractor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or a separate Commercial Auto coverage form.

2.7.4 WORKER'S COMPENSATION

As required by the State of Florida and in accordance to F.S.440, with statutory limits, and Employer's Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

2.7.5 THIRD PARTY COMMERCIAL FIDELITY (CRIME) BOND

Contractor shall furnish a Commercial Fidelity Bond or its equivalent for Employee Dishonesty, written on a Blanket Basis with a minimum limit of $500,000. The bond shall be endorsed to cover "Third-Party" liability including a third-party beneficiary clause in favor of "City of North Miami", a Political Subdivision of the State of Florida, its Officers, Employees and Agents. The bond shall include a minimum twelve (12) month "Discovery Period" when written on a Loss Sustained basis. In lieu of a Fidelity Bond, the City will accept Crime Insurance including Employee Dishonesty (Fidelity) Coverage on a blanket basis.

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

Insurance policies required by Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Manager prior to signing of Contract. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

Contractor must submit, prior to signing of Contract, Certificates of Insurance evidencing all coverage requested in this RFP. Additional insured designation in favor of the City shall be included on the Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances (including endorsements) remain current and in effect throughout the term of Contract. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the successful Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Contractor under the Contract.

Contractor shall indemnify and hold harmless the City of North Miami and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees,

agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may ensue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

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

2.8 BID BOND/OFFER GUARANTY BASED ON PERCENTAGE OF OFFER PRICE

Intentionally Omitted

2.9 PERFORMANCE & PAYMENT BOND

Intentionally Omitted

2.10 FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City's expectations, then City's representative may notify the Contractor that the City will terminate the contract.

If at any time the City's representative shall be of the opinion that service delivery is unnecessarily delayed and will not be completed within the prescribed time, then City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and cease said Work and shall forfeit the Contract.

The City may there-upon look to the next lowest and responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.11 FEDERAL AND STATE REGULATIONS

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

2.12 ACCEPTANCE OF SERVICES BY THE CITY

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

2.13 NOTICE TO PROCEED

The Contractor shall neither commence any Work, nor enter a City Work premise, until a written Notice to Award ("NTA") is issued by the City to Contractor directing the commencement of Work.

2.14 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

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

2.15 CONTRACTS OVERLAPPING FISCAL YEARS

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

2.16 NO DAMAGES FOR DELAY

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, commissions, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, an act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in service delivery, unavoidable problems with turnaround, or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Service Schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

2.17 COUNCIL MEETING

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

2.18 SOLICITATION CLARIFICATION AND INQUIRIES

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

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

END OF SECTION

SECTION 3.0
SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES

Contractor agrees to perform the following services on behalf of the City:

1. Assume the complete handling of all prior claims as well as new claims originating from the effective date of this contract. It is required that claims data and any and all other documentation (open and closed) associated with all claims occurring prior to January 1, 2015 be transferred into the new Claims Administrator's computer information system to ensure future City loss runs will contain a complete history of all claim years. The transfer of all claims data shall be completed no later than February 28, 2015.

2. The Claims Administrator's supervisor shall review all notices of injury received from the City prior to assignment to an adjuster.

3. Accept or deny all reported claims for employees' injuries on behalf of the City in accordance with Chapter 440, Florida Statutes (2014).

4. Claims Administrator shall conduct the required investigations deemed necessary, including scene investigations and claimant contact on all reported claims. Contact with claimants shall be made within 24 hours of the Claims Administrator's receipt of the claim.

5. Enhanced efforts shall be taken to identify possible fraudulent claims, including recorded statements from injured worker and discussions with witnesses and supervisors.

6. Employ the services of outside professionals to assist in investigations, claims adjustments, etc. as necessary. Such services may include, but shall not be limited to surveillance, rehabilitation, claim specific medical care managers and subject matter experts. The use of such services shall only be with prior written approval by the City. Payment for these services will be made by the Claims Administrator from the City's loss fund as an allocated expense. Strict oversight when using outside vendors is expected with respect to reviewing bills for appropriate charges. The flat fee paid by the City must be the only remuneration to the proposer for services provided to the City and proposers must receive no revenue for these services from outside professionals.

7. Review and provide reports to the City regarding all medical bills and other services for which a claim is being made for reasonableness and conformity to appropriate medical and surgical fee schedules and network discounts.

8. Coordinate the medical treatment of all claims by promptly setting appointments and authorizing necessary physician referrals and treatments.

9. Provide a report to the City every 30 days indicating all employees that are not working in a full duty unrestricted capacity. At the end of each fiscal year an overview report of lost work days shall be provided to the City by the Claims Administrator.

10. Prepare and maintain electronic files as necessary for legal defense of claims and or other litigation (such as actions for subrogation) or other proceedings.

11. Pay all claims and expenses in a timely fashion from the City's loss fund account, which shall be maintained by the Claims Administrator. Fees, interest and civil penalties required due to late payments or adjuster mishandling shall be paid by the Claims Administrator unless the error is solely caused by late reporting or misreporting of information by the City. Any such payments made by the Claims Administrator shall be returned to the City within 60 days of the payment.

12. Pursue all possibilities of subrogation, liens and recovery from the State Special Disability Trust Fund (SDTF), Excess Carriers and other third parties. The City must approve any sum negotiated for recovery of third party lien.

13. Advise the City and gain approval on file reserves in excess of $25,000 and all potential claim settlements.

14. Advise the City when defense attorney assignment is necessary on a file; the City shall approve and designate any assigned counsel. The Claims Administrator shall provide the defense attorney a complete copy of the file in question when an assignment is made.

15. Attend workers' compensation hearings, depositions when required, and mediations on behalf of the City.

16. Report to the various excess carriers (based on each carrier's reporting requirements) potential and excess claims. The Claims Administrator shall reimburse the City for any late reporting penalties imposed by the carrier due to failure on the part of the Claims Administrator.

17. Provide all status reports, as required by the excess carrier(s).

18. Submit requests to any excess carrier(s) for all payments above each claim's Self-Insured Retention to obtain the proper reimbursement for the City. The reimbursement checks shall be forwarded to the City and the amount recovered shall be entered into the Claims Administrator's claims information system. Upon request by the City's Risk Manager, the Claims Administrator shall provide a current report of all claims where excess money is outstanding. Requests should be submitted within 45 days of payments in excess of the self insured retention.

19. Conduct a semi-annual file review. The file review shall include, at a minimum, information on nature of injury, medical treatment history, current status, expenditure, reserves, exposure information, subrogation/SDTF and an action plan.

20. Summary report shall be given on Inactive Open Claims, to include a listing of all open claims for which there has been no payment activity in the prior six months period.

21. Provide City at no additional cost real-time electronic, internet accessible claim file data, including but not limited adjuster notes, supervisory notes, nurse notes, diary items, payment records, reserves and medical bills.

22. Provide online electronic and/or 24 hour telephonic reporting of employee Notices of Injury with direct access and tracking ability.

23. Provide access to a provider network with preferred/high quality providers, particularly in key specialties such as: physical therapy, specialized doctors, hospitals etc.

24. Provide medical bill review and re-pricing services.

25. Provide prescription benefit management (PBM) services.

Staffing and Personnel Requirements

26. Provide full time dedicated adjuster and nurse case manager to service the City's workers' compensation claims. The nurse case manager will provide telephonic services as well as field visits on medical claims as deemed necessary.

27. When approved by the City, additional field case management nurses shall be utilized for catastrophic injuries or any other serious injury cases as requested.

28. Adjuster and nurse assigned to City's account shall be appropriately licensed and qualified to manage the City's claims (refer to section 2.6.2); furthermore they should have manageable caseloads that enable them to efficiently perform the required services for the City.

29. The Claims Administrator shall maintain adequate staffing levels with qualified individuals and caseloads that provide the City with a quality cost effective program.

30. All claims personnel shall be employees of the Claims Administrator. The use of independent adjusters, subcontractors or temporary adjusters is not acceptable. Adjuster trainees are not acceptable for handling the City's claims.

Administrative Services/ Responsibilities

31. The Claims Administrator shall submit all State and Federal required filings, including IRS Form 1099 and all reporting required by the Medicare Secondary

Payer provisions; prepare, maintain and file statistical information required by Rating Bureaus and/or appropriate state agencies.

32. Respond to any records requests in a timely manner.

33. Prepare and file with the appropriate State agency on the City's behalf, all applications required for the City's continued qualification as a self-insurer.

34. Prepare, maintain, and file all records and reports as may be required by governmental authorities (State or Federal) in the required data format.

35. Prepare, maintain, and file statistical data, records, or reports as required by excess insurers, City's actuary, and the State of Florida in the required data format.

36. Prepare, maintain and file statistical information required by workers' compensation rating bureaus, including all data required for the promulgation of the City's experience modification and State assessments. (BSI-17 due by August 1st annually).

34 Prepare and file any other reports as required by the City and the State relating to claims experience, payments, etc. (including DWC-51, Aggregate Defense Attorney Fee Report, and Public Record Requests).

37. Comply with all State requirements including EDI reporting requirements (State or Federal).

38. Keep City's Administrative Agent informed of any significant regulatory or industry changes affecting the workers' compensation program.

39. Provide training and education to City staff, at no additional charge, on workers' compensation topics of interest to the City, including but not limited to case law updates, regulatory or rule changes, claims management best practices and medical consumerism updates.

40. Participate in training and education provided by City staff and/or consultants to the City, or changes in City policies (relative to the workers' compensation program) at no additional charge to the City.

Loss Fund Management

41. The City's loss fund account will be maintained at a Financial Institution chosen by the City. The City will pay all service fees that are normal and customary in this account. All interest earned or service credits generated will accrue to the benefit of the City.

42. The Claims Administrator shall comply with Florida laws concerning public deposits.

43. All claims or expense payments shall be made by the Claims Administrator on checks drawn on the City's loss funds account. It is understood and agreed upon that all funds in this account are City funds and shall be returned to the City upon request or at termination of any contract resulting from this RFP.
44. The Claims Administrator shall be responsible for the monthly reconciliation of the City's loss fund account and shall provide bank statements and a check register to the City monthly, along with an invoice showing the transactions that occurred during the month and the current balance in the account. The reconciliation should show the balance at inception of statement period, deposits, disbursements cleared by date and payee, balance at the close of statement period etc.

45. The Claims Administrator shall submit to the City each month, a list of the checks issued the previous month.

Computer Loss Information

46. All charges related to these services shall be included in the annual claims administration fee. Any costs associated with programming changes that are necessary to create a report required by the City are the responsibility of the Claims Administrator.

47. All claims data and media is the property of the City and any data and media shall be provided to the City by the Claims Administrator upon request or upon termination of this agreement.

48. The Claims Administrator shall ensure all claims and payment data are included in their loss runs. Historic data from the City's current or previous Claims Administrator's database shall not be purged. Claims data for all open and closed claims shall be transferred.

49. Loss runs shall be provided on a monthly basis for all open and closed claims (electronically); excel format is acceptable. Report shall be sorted by policy year and department/location and shall list each claim separately. Specific summary reports shall also be provided upon request by the City.

50. Workers' compensation claims involving no payment or no medical treatment are reported by the City for inclusion in the data base as "report only claims" (ROC). These reports shall be maintained by the Claims Administrator, but shall NOT be included in reports to the State on the BSI-17.

Claims History

51. The information provided on current pending claims data is obtained from the current Claims Administrator and is accurate to the best of the City's knowledge. The proposer has the right to contact the present Claims Administrator to review current files if desired and it is the responsibility of the proposer to confirm the pending claim counts in order to factor the appropriate cost. The claims volume breakdown is provided as Attachment B.

Implied Services

52. Any services, functions or responsibilities not specifically described in this RFP that are necessary for the proper performance and provision of the Services, shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. This will include, but is not limited to, any additional expenses to be incurred by the Contractor in relation to the Services (such as expenses incurred by the Contractor if any state or federal agency requires any external review of the Contractor's Services provided to the City).

Service Level Requirements

53. By the submittal of a proposal, each firm acknowledges and agrees to abide by the service level requirements set forth in this RFP.

54. Each firm acknowledges and agrees that due care and diligence was exercised in the preparation of its proposal and all information contained therein is believed to be correct. The respondent acknowledges, and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the proposal. Neither the City nor its representatives will be responsible for any error or omission in any proposal, or for the failure on the part of any respondent to determine the full extent of the exposure.

Escalation Provision

55. The all-inclusive annual cost as submitted on price proposal form shall remain fixed for the first three (3) years of the contract, ending March 31, 2018. Thereafter, the Claims Administrator may request an increase in contract pricing for subsequent contract years and renewal periods. Any increase shall not exceed either the lesser of 3% or the rate of inflation as determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, published by the U.S. Bureau of Labor Statistics (BLS). The index to be used for this calculation shall be that which is published (most current data) on the BLS website as of **May 1st** of the contract renewal year. The Claims Administrator must request the increase in writing within 30 days of contract expiration. The City will be amenable to renewing the contract providing the terms, conditions and prior service delivery are acceptable. Upon Claims Administrator's timely request for an escalation and the City's acceptance, calculation of the contract increase according to the provisions set forth herein shall be deemed final and conclusive.

3.2 ALTERNATE PROPOSALS

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

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

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

END OF SECTION

SECTION 4.0
EVALUATION/SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

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

4.2 MINIMUM REQUIREMENTS

To be eligible to respond to this Solicitation, the Respondent must demonstrate sufficient capacity, resources and experience to provide complete professional Third Party Administration Services for Workers' Compensation as required by the City. Any proposer that fails to meet all of the minimum criteria shall be noted as "non-responsive" and their proposal will not be evaluated / scored.

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

4.2.2 Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submission. The Respondent shall submit copies of Licenses as outlined in section 2.6.2;

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

4.2.4 Submit together with its proposal a copy of required evidence of insurance as described in Section 2.7 showing the required bond, insurance coverage and amounts are currently in place. Alternatively, Proposers may submit, together with their proposal, a letter on company letterhead stating they will comply with all insurance requirements, if awarded the contract. The statement letter shall stand alone and shall not address any other topic neither shall it be incorporated into another letter.

4.3 EVALUATION PROCESS

A committee appointed by the City's Purchasing Department shall review the responses to this Solicitation for compliance with the requirements and provide an objective evaluation of all Respondents ("Committee"). The Committee will be comprised of appropriate City personnel from multiple Departments and/or outside professionals, as

deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender. Criteria weights may be changed by the Committee prior to evaluation. The Committee's initial evaluation of Respondents shall be on the basis of the specific Project needs and the professional Services offered by the Respondent as stated in the Qualifying Information submitted, in accordance with those criteria listed below.

4.4 SELECTION CRITERIA

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

QUALIFITIONS AND EXPERIENCE OF FIRM: (25 POINTS TOTAL) Provide responsive information to each of the following:

State the date that your firm was organized and/or incorporated and the place of incorporation. Is your firm a wholly owned subsidiary or a division of another company? If yes please state the parent company's name and location. Give an overview of your firm's services to clients and give feedback on its Florida experience as a TPA. Describe your firm's experience in providing the key services required. Discuss each service separately. State the number of clients to which you currently provide workers' Compensation TPA Services; how many are governmental entities? State whether your provider network is owned or leased. Provide a copy of the firm's latest audited financial statement. *(9 points)*

Is your firm able to fulfill the "**Administrative Services/Responsibilities"** delineated in Section 3.1 Indicate "yes" or "no" for each statement and explain your answers. *(11 points)*

Provide the names and contact information of three (3) references for which you provide or have provided services within the past five (5) years similar to those requested in this solicitation. Include the client name, address and contact person/title e-mail and phone number. Include information regarding types of claims handled. Preference will be given to Florida governmental clients. *(5 points)*

QUALIFICATIONS OF STAFF AND ACCOUNT MANAGEMENT: (25 POINTS TOTAL)

Provide resumes for the firm's staff who will be assigned to the City's account. State each staff's specific role and responsibilities in servicing the City's account. Include minimum qualifications required by the firm for these positions. *Also include any staff certifications as delineated in section 2.6.2 (10 Points)*

Is Proposer able to fulfill all the **Staffing and Personnel Requirements** delineated in Section 3.1 Be specific in your response *(10 Points)*

Describe how you will monitor and ensure that staff assigned provides quality service, resolve claims and other issues promptly and establish appropriate file reserves. *(5 Points)*

SERVICE IMPLEMENTATION: (10 POINTS TOTAL)

Provide a narrative summary of your anticipated implementation process, including tasks, responsibilities and interdependencies. The project plan shall commence with the date of contract award and extend through the end of the initial plan year.

Describe the transition services that will be required from the City during the implementation phase if your firm is selected.

DATA EXCHANGES AND DATA MANAGEMENT: (20 POINTS TOTAL)

Describe your firm's data backup schedule and storage plan.

Describe the firm's Risk Management Information System (RMIS) and list or provide samples of standardized reports that would be available to City. Confirm that customized reports will be available to the City at no additional cost. Describe any online capability available for the City to view claims on line.

Provide feedback on your firm's system and methodology to assist clients in Medicare, Medicaid and Medicare Set Aside Section 111 reporting compliance.

Explain the firm's bill review process and state whether this service is subcontracted or done internally.

How does the firm monitor and ensure the quality of its pharmacy benefits Management plan?

PRICE PROPOSAL: (20 POINTS TOTAL)

Complete and submit price proposal form. The firm submitting the lowest overall fee structure will receive all possible points for this category. All other respondents will receive points proportionate to the lowest fee response (example: a fee that is 10% higher than the lowest fee submitted will receive 10% lower points).

Proposers must submit flat, non-variable pricing for the services delineated in Section 3.1 (Scope of Services).

Rating Criteria	Maximum Points
Qualification and Experience of Firm	25
Qualifications of Staff and Account Management	25
Service Implementation	10
Data Exchanges and Data Management	20
Price Proposal/Flat Fee	20
Evaluation Score:	**100**

4.5 ORAL PRESENTATIONS

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

4.6 NEGOTIATIONS

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

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach an agreement on a Contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next lowest responsible and responsive proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

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

4.5.1 Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

4.5.2 Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency which may affect the performance of Services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

END OF SECTION

SECTION 5.0
PROPOSAL FORMAT

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

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

5.1 GENERAL INSTRUCTIONS

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

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

5.1.1 COPIES

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

5.1.2 DIGITALS COPY

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

5.1.3 SUBMISSION

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

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

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

5.2 PROPOSAL FORMAT

The Proposal must be in the following format: Separated by a physical tab/divider for each required and/or non-required document to insure all necessary documents are not overlooked. You can label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you may state "Not Applicable" on the tab divider page or on a sheet of paper.

Failure to include responses to items #1 through #9 in Section 5.2 may result in the proposer being deemed non-responsive and result in the Proposal not being considered.

LABEL EACH SECTION AS NUMBERED

1. COVER PAGE FORM

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

2. PRICE PROPOSAL

It is expected that flat fees quoted in proposals shall be for the services delineated by the City in this RFP. The flat fee will be fixed for the initial three (3) year term. If the respondent chooses to provide additional services over and above the requirement, charges should be clearly described separately and itemized. Quotations should reflect fees for both "Life of Claim" and Life of Contract". These are the preferred methods of the City for fee quotation; therefore each respondent shall provide at least one bid for each of these methods. The Successful respondent will be administering both new claims (commencing from the inception of the new contract) as well as old claims converted from prior carrier. Consequently, quotes received should factor in "take over costs" for old claims. A total Price Solicitation (proposed "Contract Price") for each category (life of claim and life of contract to include both new and old claims combined) shall be submitted on the "PRICE PROPOSAL FORM.

3. SUBMITTAL CHECKLIST

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

4. CERTIFICATION

Provide proof that you are certified in the State of Florida to function as a Workers' Compensation TPA in the state.

5. EVIDENCE OF INSURANCE

Refer to section 2.7 for specific details on coverage. Complete Form #A-7 located under "Contract Forms" which must be inserted in the appropriate numeric order in that section of RFP. In your response for this question, it is acceptable to insert a tab under Item#5 "Evidence of Insurance" referring the reader to "Contract Forms" #A-7.

6. QUALIFICATION AND EXPERIENCE OF FIRM

Refer to section 4.4 "Selection Criteria" for details on submission

6.1 REFERENCES

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

7. QUALIFICATIONS OF STAFF AND ACCOUNT MANAGEMENT

Refer to section 4.4 "Selection Criteria" for details on submission

8. SERVICE IMPLEMENTATION

Refer to Section 4.4 "Selection Criteria" for details on submission

9. DATA EXCHANGES AND DATA MANAGEMENT

Refer to Section 4.4 "Selection Criteria" for details on submission

5.3 CONTRACT FORMS

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

The following forms must be submitted in the following order:

Respondent Registration (if not registered)

Form A-1 Public Entity Crimes Affidavit

Form A-2 Non- Collusive Proposal Certificate

Form A-5 Acknowledgement of Addenda *(if applicable, attach copies of addendum)*

Form A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*

Form A-7 Insurance Requirements *(Provide copies of the required Insurance)*

Form A-14 References

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

In regards to "Form A-5 Acknowledgement of addenda", it is the sole responsibility of the Respondent to check the City's website at (http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx#bta) for all applicable addends.

END OF SECTION

SECTION 6.0
ATTACHEMENTS, FORMS & APPENDIX

COVER PAGE & CONTACT PERSON INFORMATION

THIRD PARTY ADMINISTRATOR
FOR
WORKERS COMPENSATION CLAIMS
RFP 05-14-15

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

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee Identification
(FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Persons Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

Fax Number: _____

PRICE PROPOSAL FORM

THIRD PARTY ADMINISTRATOR
FOR
WORKERS' COMPENSATION CLAIMS
RFP 05-14-15

The fees listed below shall reflect the total annual cost for the scope of services delineated in Section 3.1. Fees should include but not be limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and/or products requested by the City of North Miami. Services over and above those included in the annual flat fee must be listed under separate and additional cost, followed by an explanation of services/cost in the proposal.

PRICE PROPOSAL FORM	
Annual Fee/Cost Categories *(fixed annual fee for 1st 3yrs)*	**Administration of New and Old Claims**
Proposed Annual Flat Fee for Life of Claim	**$**
Proposed Annual Flat Fee for Life of Contract	**$**
Separate or Additional Services and Cost	**$**
GRAND TOTAL	**$**

- Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

- Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

NARRATIVE DESCRIPTION
PROPOSAL SUBMITTAL CHECKLIST

THIRD PARTY ADMINISTRATOR
FOR
WORKERS' COMPENSATION CLAIMS
RFP 05-14-15

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

Company Name: _____

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

No.	Narrative Description	Checklist
1.)	State of Florida active Sunbiz Report	☐
2.)	A current and valid certification from the State of Florida that it is authorized pursuant to Rule Chapter 69L-5, FAC, as a Qualified Servicing Entity.	☐
3.)	References (City Form A-14)	☐
4.)	Qualifications and experience of the firm in providing Excess Workers' Compensation TPA Services	☐
5.)	Qualifications of staff and account management	☐
6.)	Service implementation	☐
7.)	Data exchanges and data management	☐

FOR PURCHASING OFFICE USE ONLY

☐ Complete ☐ Incomplete ☐ Other: _____

Comment: _____

CITY FORMS CHECKLIST

THIRD PARTY ADMINISTRATOR
FOR
WORKERS' COMPENSATION CLAIMS
RFP 05-14-15

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

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

No.	City Contract Forms	Checklist
1.)	A-1 Public Entity Crimes Affidavit	☐
2.)	A-2 Non- Collusive Proposal Certificate	☐
3.)	A-3 Local Preference Affidavit *(optional)*	☐
4.)	A-5 Acknowledgement of Addenda *(if applicable)*	☐
5.)	A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*	☐
6.)	A-7 Insurance Requirements	☐

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

FOR PURCHASING OFFICE USE ONLY		
☐ Complete	☐ Incomplete	☐ Other: _____
Comment: _____		